



**Roanoke Regional Airport Commission**

5202 AVIATION DRIVE, N.W.

ROANOKE, VA 24012

PHONE: (540) 362-1999

**ISSUE DATE: MAY 5, 2023**

**REQUEST FOR PROPOSAL # 23-011**

**FOR**

**MANAGED CYBERSECURITY SERVICES**

**SEALED PROPOSALS DUE:**

**MAY 25, 2023**

**ON OR BEFORE**

**3:00 P.M. (LOCAL TIME)**

**ALL INFORMATION AND CLARIFICATION INQUIRIES MUST BE SUBMITTED IN WRITING TO:**

**TROY PHILPOTT, PROCUREMENT AND CONTRACTS MANAGER**

**AT [PROCUREMENT@FLYROA.COM](mailto:PROCUREMENT@FLYROA.COM)**

**BY 5:00 P.M. ON WEDNESDAY, MAY 17, 2023**

**RFP # 23-011**  
**MANAGED CYBERSECURITY SERVICES**

The Roanoke Regional Airport Commission (RRAC), is requesting sealed proposals from qualified professionals to provide managed cybersecurity services to ensure compliance with the Transportation Security Agency (TSA) Directive TSA-NA-2201 and any future addendums or new directives. The Vendor will be responsible for providing comprehensive cybersecurity services to protect RRAC's network, systems, and data from cyber threats. Offerors should be able to provide all services referenced herein.

All questions must be submitted by **5:00 p.m., Wednesday, May 17, 2023**. If necessary, an addendum will be issued and emailed to all Offerors who were emailed the original RFP. Any such addenda shall become a part of the solicitation documents, must be addressed in the proposal, if applicable, and shall become a Contract Document. RRAC accepts no liability for late or non-receipt of addenda.

Proposals shall be received by Troy Philpott of the Roanoke Regional Airport Commission, 5202 Aviation Drive N.W., Roanoke, VA 24012 by **3:00 p.m., May 25, 2023**. Offerors shall submit one (1) original and one (1) electronic copy on a flash drive (Microsoft Word or PDF) of their proposal in a sealed envelope clearly marked on the outside with the company's name and "Attn: Troy Philpott - RFP # 23-011 – Managed Cybersecurity Services". Any proposals received after the mentioned time and date will be returned to the Offeror unopened.

**Faxed or emailed proposals will not be accepted.**

As this is a Request for Proposal, an evaluation committee will be established to review and evaluate all responses. No information regarding the identity of either the Offerors or the contents will be released until after the negotiation process. Once an award has been made, all proposals will become public information. If your proposal contains proprietary information, please make note of such on the form attached (Attachment D - Proprietary Information Form).

Roanoke Regional Airport Commission reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities or irregularities in any proposal.

This section must be completed by the Offerors and must be returned with the proposal. In compliance with this Request for Proposal and to all the terms and conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and/or items in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

**OFFEROR DATA/SIGNATURE SHEET**

**LEGAL NAME AND ADDRESS:**

<hr/> <hr/> <hr/> <hr/>	<b>DATE:</b> _____ <b>BY:</b> _____ <b>NAME:</b> _____ <div style="text-align: center;"><i>(SIGNATURE IN INK)</i></div>
<b>ZIP CODE:</b> _____	<b>TITLE:</b> _____
<b>PHONE:</b> (     ) _____	<b>FAX:</b> (     ) _____
<b>E-MAIL:</b> _____	
<b>BUSINESS LICENSE #:</b> _____	

**VIRGINIA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** \_\_\_\_\_

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**I. PURPOSE**

The Roanoke Regional Airport Commission is issuing this Request for Proposal (RFP) to solicit sealed proposals from a qualified Vendor to provide fully managed cybersecurity services.

RRAC will select a vendor to support the Commission in its efforts to prevent cybersecurity attacks on RRAC's network, systems, and data. Attractive vendor(s) for this project will exhibit experience in performing analogous tasks for entities which possess relatively similar attributes to the Roanoke Regional Airport.

**II. PROPOSAL FORMAT AND CONTENT REQUIREMENTS**

- A. Proposals must be submitted on 8-1/2" x 11" paper. Proposals are to be prepared simply and concisely. Elaborate artwork, expensive paper, visual, and other presentation aids are not required.
- B. Proposals shall include a detailed project plan, timelines, deliverables, and pricing.

**III. PROPOSED PROJECT SCHEDULE**

Activity	Date
Release RFP	May 5, 2023
Deadline for submission of questions – 5:00 p.m.	May 17, 2023
Deadline for submission of proposals – 3:00 p.m.	May 25, 2023
Evaluation of Responses	May 26-June 2, 2023
Award of Contract	June 5, 2023
Present for Commission Approval	June 20, 2023
Effective date of Contract(s)	June 21, 2023

*The Roanoke Regional Airport Commission reserves the right to modify the proposed project schedule as it deems in the best interest of the Commission.*

**IV. REFERENCES**

All Offerors shall include a list of five (5) references who could attest to the Offeror's experience and services on similar projects. Include name of entity, contact person, phone number, email address, and other information required for all references on the sheet provided (Attachment A - Reference Form).

References may or may not be reviewed or contacted at the discretion of the Commission. Typically, only references of the top ranked, short listed Offeror or Offerors are contacted. The Commission reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

**V. SCOPE OF WORK/SPECIFICATIONS/REQUIREMENTS**

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**Scope of Services**

The managed cybersecurity services shall include, but not be limited to, the following:

1. Risk Assessment: Conduct a comprehensive risk assessment to identify and prioritize cybersecurity risks and vulnerabilities.
2. Cybersecurity Policies and Procedures: Develop, implement, and maintain cybersecurity policies, procedures, and standards to protect the RRAC's network, systems, and data from cyber threats.
3. Cybersecurity Awareness Training: Develop and conduct regular cybersecurity awareness training for RRAC staff and stakeholders.
4. Network Security: Implement and maintain network security controls, including firewalls, intrusion detection and prevention systems, and other security devices.
5. Endpoint Protection: Implement and maintain endpoint protection, including antivirus, anti-malware, and anti-spyware software, and ensure all endpoint devices are secure.
6. Data Protection: Implement and maintain data protection controls, including encryption, access controls, and backups.
7. Incident Response: Develop and maintain an incident response plan and conduct regular incident response training and tabletop exercises.
8. Compliance Reporting: Prepare and submit compliance reports to TSA and other regulatory agencies as required.
9. Continuous Monitoring: Conduct continuous monitoring of RRAC's network, systems, and data to identify and respond to potential threats.

**Deliverables Required**

The selected vendor shall provide the following deliverables:

1. A detailed project plan outlining the implementation of managed cybersecurity services.
2. A comprehensive risk assessment report.
3. Cybersecurity policies, procedures, and standards.
4. Cybersecurity awareness training materials.
5. Network security controls and endpoint protection reports.
6. Data protection controls and incident response plan.
7. Warrant compliance with TSA Directive TSA-NA-2201 and any futures addenda or directives which includes:
  - a. Develop network segmentation policies and controls to ensure that operational technology systems can continue to safely operate in the event that an information technology system has been compromised, and vice versa;
  - b. Create access control measures to secure and prevent unauthorized access to critical cyber systems;
  - c. Implement continuous monitoring and detection policies and procedures to defend against, detect, and respond to cybersecurity threats and anomalies that affect critical cyber system operations; and
  - d. Reduce the risk of exploitation of unpatched systems through the application of security patches and updates for operating systems, applications, drivers and firmware on critical cyber systems in a timely manner using a risk-based methodology.
8. Compliance reports submitted to TSA and other regulatory agencies.

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9. Monthly and annual reports detailing the status of managed cybersecurity services and any identified risks or vulnerabilities.

#### **Requirements**

The vendor must meet the following requirements:

1. Demonstrated experience providing managed cybersecurity services to airports and complying with TSA cybersecurity directives.
2. Staff with relevant industry certifications, such as Certified Information Systems Security Professional (CISSP) or Certified Information Security Manager (CISM).
3. Ability to provide 24/7 support for incident response.
4. Knowledge of the latest cybersecurity threats, vulnerabilities, and best practices.
5. Ability to provide the necessary hardware, software, and equipment to implement managed cybersecurity services.

#### **VI. GENERAL INFORMATION**

- A. Proposals must be submitted no later than **3:00 p.m. on Thursday, May 25, 2023** to:

**Roanoke Regional  
Airport Commission  
5202 Aviation Drive  
NW  
Roanoke, VA 24012**

- B. One (1) original and (1) electronic copy on a flash drive (Microsoft Word or PDF) of your proposal document are required. The Commission will not assume responsibility for reproduction if an insufficient number of copies have been supplied and failure to comply with this or any other requirement of this Request for Proposal may result in rejection of the proposal. **Facsimile or emailed submission of proposals are not acceptable and any such proposals shall not be considered.**
- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink. Proposals must be signed, in ink, by an authorized officer of the firm.
- D. Proposals received after the set time for receipt shall not be considered and shall be returned unopened to the Offeror.
- E. Each Offeror may have different needs for information, it is incumbent on each Offeror to make whatever inquiries it deems necessary in order to respond to the RFP. The Commission assumes no responsibility for oral instructions, suggestions or interpretations. All inquiries concerning this proposal should be submitted prior to **5:00 p.m., on Wednesday, May 17, 2023**. If necessary, an addendum will be issued and emailed to all Offerors who were emailed the original RFP. For questions regarding this proposal, please contact:

Troy Philpott,  
Procurement and  
Contracts Manager

5202 Aviation  
Drive, Roanoke VA  
24012

Phone: (540) 362-1999 ext.  
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[procurement@flyroa.gov](mailto:procurement@flyroa.gov)

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- F. No proposal may be withdrawn after opening except for clerical errors, as set forth in Section 2.2- 4330 of the Virginia Code. Bidder must give the Commission a notice in writing of the request to withdraw a bid within two (2) business days after conclusion of opening.
- G. The Roanoke Regional Airport Commission is not responsible for any costs incurred with the development and delivery of the proposal. It is the sole responsibility of the Offeror.

**VII. EVALUATION CRITERIA**

- Proposals will be evaluated based on the vendor's experience, qualifications, approach, and pricing. The RRAC reserves the right to conduct interviews and request additional information from vendors as part of the evaluation process.
- The RRAC may award a contract to the selected vendor that meets the requirements and is determined to be the best value for the RRAC.

**VIII. METHOD OF AWARD**

Once proposals have been evaluated, selection shall be made based on the factors as stated in this Request for Proposal. Informal interviews may then be conducted with those selected. If one Offeror is clearly more highly qualified and suitable than the others under consideration, a Contract may be awarded to that Offeror without an interview process.

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, including resumes of qualified employees, and any other information or factors deemed relevant by the Commission, shall be utilized in the final award.

**IX. RELEASE OF INFORMATION AND AWARD ANNOUNCEMENT**

As this is a Request for Proposal, no information regarding the identity of the Offeror nor the contents of the proposal submittal will be released until after the negotiation process. If your proposal contains information of a proprietary nature, the information must be noted and an explanation submitted on Attachment B - Proprietary Information Form.

Upon the award or the announcement of the decision to award, the Commission will notify all Offerors, in writing, that submitted a proposal. All materials submitted in response to this RFP become the property of the Roanoke Regional Airport Commission upon delivery to the RRAC and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

**X. REJECTION AND AWARD OF PROPOSAL**

The Roanoke Regional Airport Commission reserves the right to cancel this RFP and to reject any or all proposals. The Commission also reserves the right to waive any informality or irregularity in any proposal received and to award to the Offeror whose proposal is, in the opinion of the Commission, in its best interest.

**XI. GENERAL TERMS & CONDITIONS**

**GC-1 COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS**

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

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

**GC-2 SUBCONTRACTING AND ASSIGNMENT**

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

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

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

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

**GC-3 PERFORMANCE REQUIREMENTS**

A. General

- (1) The Work shall be performed in a good, workmanlike and safe manner, consistent with accepted industry practices and techniques, and subject to all applicable laws and regulations.
- (2) Contractor shall protect the property of the Commission, airport tenants and private property Commissions from any and all damage caused by Contractor's operations.
- (3) Contractor agrees to furnish its best skill and judgment in furtherance of the interest of the Commission. Contractor agrees to furnish at all times an adequate supply of trained and qualified workmen, materials and equipment to perform the Work in the best way and in the most expeditious, economic and safe manner consistent with the interest of the Commission.
- (4) All services shall be performed with due diligence and with minimal interference to the Commission and private property Commission(s) in the use of the/their property.
- (5) Contractor shall maintain the work area in a neat, clean and safe condition at all times. Recognizing the Foreign Object Debris (FOD) could severely damage aircraft and jeopardize the lives of passengers, Contractor shall vigilantly comply with the requirements in the Contract Documents related to

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the clean-up and removal of demolition/removal debris and waste materials.

**B. Character of Workers, Methods, and Equipment**

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. Neither Contractor nor its employees, agents, invitees or subcontractors shall bring any firearms or other weapons onto the work sites; nor shall any person come onto or remain upon the work sites while under the influence of alcohol or illegal drugs.

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

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

**C. Equipment**

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

**D. Inspection**

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

**E. Clean-Up**

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



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**F. Damage and Repair.**

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

**GC-4 HAZARDOUS AND OTHER WASTES, MATERIAL AND SUBSTANCES**

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

**GC-5. PAYMENTS**

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

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

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

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

**D. ACH Vendor Payments**

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

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

**GC-6 SUBCONTRACTOR AND OTHER PAYMENT CONDITIONS; CLAIMS**

- A. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the Commission for work performed by any subcontractor under this contract:

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- a. Pay the subcontractor for the proportionate share of the total payment received from the Commission attributable to work performed by the subcontractor under the contract; or
  - b. Notify the Commission and the subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- B. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commission for work performed by the subcontractor under the contract, except for amounts withheld as allowed under paragraph "5b" above.

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

- C. The Contractor shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- D. Contractual claims, disputes and other matters relating to the acceptability of the work, the interpretation or the requirements of the Contract, or the performance or furnishing of the work, including without limitation, Engineer's or Commission's denial of Contractor's request for a change order for additional money and/or an increase in time, shall be submitted in writing together with all supporting data and evidence and a request for a formal decision to the Commission's Executive Director. Contractor shall deliver the written notice with supporting data and evidence for each such claim, dispute or other matter promptly, but in no event later than ten (10) calendar days after the start of the occurrence of the event giving rise to the claim. Contractor's failure to submit written notice of such claim, dispute or other matter with the supporting data and evidence to Commission's Executive Director within the time specified shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for such matters and shall be an absolute bar to any future claim or suit against Commission for damages or relief of any kind based upon such occurrence or event. In reviewing any such claim or dispute, Commission's Executive Director may request any additional information or documentation from Contractor or other parties, and may utilize appropriate assistance from other sources. Any final decision in writing by the Commission's Executive Director shall be issued to Contractor within ninety (90) calendar days from the later of: i.) receipt of the written claim; or ii.) receipt of any additional information requested from the Contractor. Failure by the Commission's Executive Director to render a decision within ninety (90) calendar days shall be deemed a final decision by the Roanoke Regional Airport Commission denying the claim, and shall not result in the Contractor being awarded the relief claimed or in any other relief or penalty.

**GC-7 INDEMNIFICATION**

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

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

**GC-8 INSURANCE REQUIREMENTS**

The following terms and conditions related to Insurance shall apply:

**Liability Insurance Requirements.**

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

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

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

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

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**Errors and Omissions Insurance**

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

**Workers' Compensation Requirements**

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

**Notice of Cancellation**

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

**Additional Insureds**

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

**Insurance not to be a Limit on Liability**

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

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

**Notice to Commission**

Contractor shall immediately notify the Commission in writing of any changes, modifications,

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expiration and/or termination of any insurance coverages and/or policies required by this Contract.

#### **Umbrella Policy**

The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

#### **Insurance Company**

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

#### **No Exclusions**

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

#### **Maintenance of Insurance**

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

### **GC-9 REQUIREMENTS IMPOSED BY STATE and FEDERAL LAW**

#### **A. NON-DISCRIMINATION**

1. During the performance of this contract, the Contractor agrees as follows:

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

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

- (b.) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- (c.) Notices, advertisements and solicitations places in accordance with federal law, rule or regulation shall be deemed sufficient for

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the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3. In every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
3. The Roanoke Regional Airport Commission does not discriminate against faith based organizations.

**B. DRUG FREE WORKPLACE**

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

**C. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

**D. EVIDENCE OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

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

**GC-10 CODE OF FEDERAL REGULATIONS 41 CFR 60-300.5(a) and 41 CFR 60-741(a) REQUIRED EEO CLAUSE:**

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

#### **GC-11 GENERAL CIVIL RIGHTS PROVISIONS**

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

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

#### **Compliance with Nondiscrimination Requirements**

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

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



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### MANAGED CYBERSECURITY SERVICES

the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Commission will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending this Contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six of this section GC-11 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Commission or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Commission to enter into any litigation to protect the interests of the Commission. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### Title VI List of Pertinent Nondiscrimination Authorities

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

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

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

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### **MANAGED CYBERSECURITY SERVICES**

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

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

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

#### **GC-13      Occupational Safety and Health Act of 1970**

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

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directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

**GC-14 CANCELLATION**

**A. For Cause**

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

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

**B. Without Cause**

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

**GC-15 GOVERNING LAW, VENUE AND ARBITRATION**

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

Notwithstanding the foregoing, the parties shall make their best efforts, in good faith, to resolve by negotiation all disputes concerning the interpretation and enforcement of this Contract by negotiation. The parties may resort to formal mediation via a professional

## **RFP # 23-011**

### **MANAGED CYBERSECURITY SERVICES**

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

#### **GC-16 SEVERABILITY**

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

#### **GC-17 ENTIRE CONTRACT**

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

#### **GC-18 SURVIVAL**

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

#### **GC-19 DUPLICATE COPIES**

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

#### **GC-20 CERTIFICATION**

The undersigned individual executing this Contract on behalf of Contractor certifies and

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**MANAGED CYBERSECURITY SERVICES**

warrants that he or she is authorized to enter into this Contract and bind Contractor to all of the terms and conditions contained herein. Commission's Executive Director has been duly authorized by affirmative vote of the Commission Board to execute this Contract on behalf of the Commission.

**GC-21     HEADINGS**

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

**GC-22     NOTICES**

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

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

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

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**MANAGED CYBERSECURITY SERVICES**

**ATTACHMENT A**  
**REFERENCE**  
**FORM**

Name of Entity: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Length of Business Relationship: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

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Name of Entity: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Length of Business Relationship: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

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Name of Entity: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Length of Business Relationship: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

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**MANAGED CYBERSECURITY SERVICES**

Name of Entity: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Length of Business Relationship: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

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Name of Entity: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Length of Business Relationship: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

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Name of Entity: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Length of Business Relationship: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

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***If additional space is needed, please list on a separate sheet and include in the sealed Proposal.***

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**MANAGED CYBERSECURITY SERVICES**

**ATTACHMENT B**  
**PROPRIETARY INFORMATION FORM**

Identify the data or other materials to be protected and state the reasons below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the proposal.

*Confidentiality Reference Protection in accordance with the Code of Virginia, Section 2.2-4342.*

Section/Title: \_\_\_\_\_ Page(s) #: \_\_\_\_\_

Reason(s) for Withholding from Disclosure: \_\_\_\_\_

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Section/Title: \_\_\_\_\_ Page(s) #: \_\_\_\_\_

Reason(s) for Withholding from Disclosure: \_\_\_\_\_

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Section/Title: \_\_\_\_\_ Page(s) #: \_\_\_\_\_

Reason(s) for Withholding from Disclosure: \_\_\_\_\_

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***If additional space is needed, please list on a separate sheet and include in the sealed Proposal.***

**END OF RFP # 23-011**