

ROANOKE REGIONAL AIRPORT COMMISSION

REQUEST FOR PROPOSALS
RFP #22-005

AIR SERVICE DEVELOPMENT
SERVICES

Release Date: May 24, 2022

Response Deadline: June 23, 2022

5202 Aviation Drive

Roanoke, Virginia 24012

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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REQUEST FOR PROPOSALS (RFP) #22-005 AIR SERVICE DEVELOPMENT SERVICES

The Roanoke Regional Airport Commission (the “Commission”) requests proposals from qualified and interested firms (variously referred to herein as “Offerors” or “Contractors”) to provide Air Service Development Services to the Commission, which owns and operates the Roanoke-Blacksburg Regional Airport (the “Airport”, or “ROA”), on a task order basis pursuant to the terms and conditions hereinafter set forth in or referred to in this Request for Proposals (also referred to herein as “RFP”).

The expected base term of the resulting agreement (referred to in this RFP as the “Agreement” or “Contract”) will be three (3) years commencing on or about July 1, 2022, and continuing through June 30, 2025, unless sooner terminated in accordance with the terms and provisions of the Agreement. At the sole discretion of the Commission, this Agreement may be extended for up three (3) additional one (1) year option periods, from the date of expiration of the initial base term.

This RFP is open to all Offerors who meet the qualifications and requirements as outlined below in this RFP. Air Service Development Services are non-exclusive.

The Commission reserves the right to reject any or all Proposals and also reserves the right to decline awarding an Agreement to any or all Offerors. The submission of a Proposal by any Offeror does not by implication or expression commit the Commission to enter into an agreement with that Offeror, or any other Offeror.

ROA is the gateway for Virginia’s Blue Ridge and welcomes more than 650,000 travelers a year; however, recent studies indicate up to 60 percent potential leakage from the area to other airports, primarily out of state. The Airport is currently served by passenger carriers Allegiant, American Airlines, Delta Air Lines, and United Airlines and/or their respective regional affiliates.

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

The Airport opened in 1929 with the first airline service commencing in 1933, and the city of Roanoke was the sole operator from 1934 through 1987. The Commission was approved, by an Act of the Virginia General Assembly, as a political subdivision of the Commonwealth of Virginia (the “Act”) on February 18, 1986 and initiated on July 1, 1987. The Commission is an independent public body with seven board members who are appointed by the local jurisdictions. Four are appointed by the Roanoke City Council, two by the Roanoke County Board of Supervisors, and one by Salem City Council.

Further information regarding the Commission and the Airport, including its comprehensive annual financial reports, its rules and regulations, and other pertinent data, may be found at the Commission’s website, www.FlyROA.com.

I. PURPOSE AND GENERAL DESCRIPTION OF THE SERVICES REQUESTED

The Commission seeks a qualified firm with demonstrated success in recruiting sustained domestic passenger air service in small and medium markets, to provide as a minimum the following Air Service Development Services. The selected Offeror shall perform all tasks under the resulting agreement in accordance with generally accepted standards and shall provide the Commission with the best possible advice and service within the consultant's authority and capacity. The scope of work may include, but not be limited to, the following:

- Strategic planning (ex., to recapture leakage, attract air service to targeted destinations, etc.)
- New air service business case development
- Traffic and revenue forecasts
- Presentations to airlines at conferences and headquarters visits
- Leakage analysis
- Feasibility studies
- Economic impact studies
- Air service development grant applications
- Airport and community incentive programs
- Community outreach and team building
- Industry and Regulatory analysis and update reports
- Passenger and Cargo activity forecasts for Master Plan and other purposes

II. CONTACT WITH COMMISSION MEMBERS AND STAFF

All Offerors are hereby placed on notice that neither the Commission, nor its employees or agents shall be lobbied either individually or collectively regarding this RFP. Offerors, consultants and their agents are hereby advised that they are not to contact members or staff of the Commission for such purposes as holding meetings of introduction, dinners, submission of information/literature not part the RFP response, etc., if they intend to submit, or have submitted a proposal. Failure to comply shall result in disqualification of the Offerors proposal from further consideration for this opportunity.

III. QUESTIONS AND SUBMISSION

Questions regarding this solicitation must be submitted in writing no later than 2:00PM EDT, June 1, 2022, to Corey L. Scott, Contracts Administrator for the Commission, via e-mail to corey.scott@flyroa.com. Any changes to the RFP will be by written addendum. Addendums, if any, will be published both on the eVA website at <http://www.eva.virginia.gov> and on the Airport's website at <https://flyroa.com/current-bids-and-proposals>.

Written Proposals will be received up to 2:00 P.M. EDT on June 23, 2022. Proposals arriving after the specified deadline will be returned, unopened, to the sender. Proposals which are sent by facsimile or other electronic means will not be accepted.

Proposals received by the Commission may not be modified or amended by the Offeror by means of verbal discussion, telecommunications or written addendum prior to oral presentation. The Proposal may be withdrawn after delivery prior to the deadline for submitting proposals; however, it is the responsibility of the Offeror to re-submit the Proposal prior to the established deadline.

IV. SCOPE OF SERVICES

Background.

Work shall be performed on an on-call, task-order basis pursuant to a Notice-To-Proceed from the Commission's Executive Director. For this solicitation, the Commission does not plan to schedule a pre-proposal conference. The Commission does not currently have an active Air Service Development Services contract.

A. Form of Contract/Agreement

The form of the Contract that will be executed between the Commission and the successful Offeror is included as Attachment G to this RFP. As part of their response or in connection with the submission of questions to the Commission, Offerors shall submit all noted exceptions to the Contract or to the terms and conditions incorporated into the Contract.

B. Performance Meetings

During the term of the Contract, the successful Offeror shall conduct performance meetings that will be held at such times and at such places as the Executive Director shall designate. The purpose of these meetings is to provide a forum for the Commission and the Offeror to assess and coordinate the provision of services hereunder and to identify areas of concern so they can be resolved in a timely manner.

V. MANDATORY OFFEROR REQUIREMENTS

Offerors must meet the following mandatory requirements to be considered for the award of the contract. Offerors will address each mandatory requirement specifically in their Proposal. In order for the Commission to consider the qualifications of Offerors for this RFP, each Offeror must provide written documentation that it meets the following Mandatory Minimum Qualifications:

A. Offeror shall designate a primary Project Manager for work on Commission

projects.

- B. Offeror's Project Manager shall ideally have a minimum of five (5) years' primary experience in providing Air Service Development Services to a minimum of three airports reporting at least 500,000 enplanements as reported on the Federal Aviation Administration's (FAA) website for "CY 2019 Passenger Boarding Data" or comparable combination of experience.
- C. Offeror shall meet all required Proposal, Preparation, and Submission requirements detailed in Sections IX and X.

VI. EVALUATION CRITERIA

In considering the responsibility of Offerors, the Commission will examine each timely received proposal against the factors listed below. Offerors must address each factor specifically in their Proposal. The Commission reserves the right to reject any and all Proposals, in whole or in part, and to waive any minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Offeror.

This solicitation will be evaluated using the following criteria, with each factor equal in importance:

- A. Demonstrated Experience, Ability and Qualifications for successful Air Service Development Services.
- B. Methodology and Strategic Approach to Servicing Account.
- C. Staff Experience, Credibility, and Available Resources.
- D. Data Tools and Presentation Skills.
- E. Estimated Cost of Services.
- F. References*.

*Offerors are encouraged to contact those individuals or entities being proposed as references in order to ensure that: (i) their contact information is current and correct; (ii) they are knowledgeable and aware of the issues for which they are being proposed as references; and (iii) they are ready, willing, able and permitted to provide the reference information being sought.

VII. ORAL PRESENTATION

At the Commission's option, it may require some or all Offerors to participate in an oral

presentation process. These presentations will be conducted by the Commission, at the Commission's offices. The oral presentation will provide an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and will not include negotiation.

The Commission will schedule the time and location of these presentations and notify offerors selected for the oral presentations of their appointment times and location. Oral presentations are an option of the Commission and may or may not be conducted.

Should an Offeror receive a request for an oral presentation, the evaluation criteria relative to the oral presentation will be detailed in a written notice of the request.

Offerors are cautioned, however, that oral presentations are at the sole discretion of the Commission, and the Commission is not obligated to request or require such. Accordingly, Offerors should submit proposals that are as comprehensive as possible yet concise and to the point, clearly describing the details of services that the Offeror intends to provide to the Commission and responding to the requirements of this RFP. This RFP does not commit the Commission to pay costs or expenses of any kind incurred by the various Offerors during proposal preparation, submittal or presentations, if any. Responses to this RFP are neither required nor encouraged to prepare speculative creative examples.

VIII. MBE/WBE POLICIES

A. Commission Policy

It is the Commission's policy to seek the participation of Minority-owned businesses (MBEs) and Women-owned businesses (WBEs) in its contracting opportunities through all lawful means, and to ensure nondiscrimination in the award and administration of its contracts. To accomplish this policy objective, the Commission urges each bidder/proposer to make good faith efforts to utilize MBEs/WBEs (including MBEs and WBEs that are certified as Disadvantaged Business Enterprises) in the performance and undertaking of Commission contracts even though there are no numerical MBE/WBE participation goals. The Commission will also ensure that such companies have the fullest and maximum opportunity to receive, compete for and participate in its contracting opportunities.

B. Definitions

Minority-owned Business Enterprise (MBE) means a for-profit small business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other

entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. A Minority-owned Business must be certified as such by the Virginia Department of Small Business and Supplier Diversity.

Woman-owned Business Enterprise (WBE) means a for-profit small business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women. A Woman-owned Business must be certified as such by the Virginia Department of Small Business and Supplier Diversity.

Disadvantaged Business Enterprise (DBE) means a for-profit small business that is: (1) 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and (3) certified in accordance with the certification standards of 49 CFR Part 26 by either the Virginia Department of Small Business (and Supplier Diversity or the Metropolitan Washington Airports Authority. Certification information and current directories of MBE/WBE and DBE certified firms are available online at: <http://egov1.virginia.gov/SWaMSearchSub.html> and <http://egov1.virginia.gov/DBESearchSub.html>.

C. Good Faith Efforts

Good Faith Efforts means the following types of actions which the Commission considers that by their scope, intensity and appropriateness to the objective, can reasonably be expected to achieve MBE/WBE participation in the performance of its contracts:

1. Attending pre-proposal meetings that are scheduled by the Commission.
2. Advertising in general circulation, trade association, and minority- and women-oriented media concerning this contract opportunity.
3. Negotiating in good faith with interested MBEs/WBEs. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for such firms to perform the work.

4. Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
5. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of women and minority firms.
6. Identifying business opportunities in the contract of a size that MBEs/WBEs can reasonably perform or provide, rather than self-performing all the work involved or supplying all the goods and services in support of the contract.

The Commission encourages each bidder/proposer to complete and return with its bid the Good Faith Efforts Documentation Form (Attachment F) concerning the voluntary good faith efforts they made to seek MBEs/WBEs to participate in this contract opportunity. Efforts that are merely *pro forma* are not considered good faith efforts, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to obtain MBE/WBE participation. For example, advertising or bulk mailings, alone or together, are considered *pro forma* unless followed up with telephone calls and/or correspondence consistent with normal business practice.

IX. REQUIRED DOCUMENTS TO BE SUBMITTED WITH OFFER

Contract Participation Form. All Proposers must submit a completed Contract Participation Form (Attachment C) that provides all information required for all firms participating in the contract.

Offeror List. All Proposers must submit with their proposals a completed Offeror List Form (Attachment D) that provides all information required for all firms that quoted to you on potential subcontracts and supplies for this contract.

Letter of Intent. All Proposers must submit with their proposals a completed Letter of Intent (Attachment E) that provides all information required for each firm intended to be utilized in the contract.

Please note: The successful bidder/proposer will be required to: (1) enter into a contract with the MBEs and/or WBEs and/or DBEs submitted in the Letter of Intent with their proposals; and (2) provide a copy of each subcontract it executes with these firms upon execution of a contract between the successful bidder/proposer and the Commission.

Failure to submit required documents and information with the Proposer's offer may result in rejection of the offer.

X. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted in a sealed package. A complete proposal package should not exceed 25 pages (attachments will not be counted against the page limit). Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Offerors are to submit written proposals that present the Offeror's qualifications, expertise and understanding of the services to be performed under this RFP. Offerors are asked to address each requirement and evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the Commission may properly evaluate an Offeror's capabilities to provide the required services. Offerors are encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed undertaking, and on the qualifications and performance data of MBE/WBE firms proposed to participate in the proposed undertaking.

Proposals must be signed by an authorized representative of the Offeror. The signed proposal should be returned in a package, sealed and identified with the RFP number and title as shown on the front page of the Request for Proposals.

Failure to submit all information requested may result in the Commission requiring prompt submission of missing information and/or the Evaluation Team giving a lowered evaluation of the proposal. **An explanation describing how you will accomplish each requirement must be included in your proposal. The phrase "fully comply" without an explanation is unacceptable. If a requirement is not being provided, state "Not Provided."** Proposals which are substantially incomplete or lack key information may be rejected by the Commission. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

B. Specific Requirements. Proposals shall be organized as follows with tabs, addressing the specific matters noted:

Tab A -- Responsible Party

1. Include the name and address of the Offeror, the name and the phone number of the individual or individuals responsible for the Proposal who may be contacted in the event of questions or notification, and the location of the office, if other than that shown, at which the services to be provided hereunder will be performed.

Tab B -- Offeror Information, Personnel, Personnel Experience, Resumes

1. Provide a brief overview of the Offeror including its organizational structure, number of employees, and its experience and commitment to providing services for airports and related aviation organizations.
2. State the number of years of experience the Offeror's principals have been providing air service development services and also provide such information for the individual or individuals who will be working on the Commission's account.

Tab C -- Offeror's Qualifications and Experience

1. Provide a description of the Offeror's overall qualifications and experience that qualifies it to perform all of the items in the Scope of Services set forth above and as to the Mandatory Offeror Requirements in Section V.
2. Provide a written narrative specifically outlining the Offeror's experience in providing air service development services for at least three (3) different airport organizations during the past five (5) years. To the extent possible, this narrative should include the personnel proposed for the Commission. For each organization listed, also include:
 - a. Name of entity.
 - b. Name(s) of staff members that worked directly with Offeror's firm and phone numbers at which they can be reached.
 - c. Dates that the Offeror performed air service development services for each entity.
3. If not included in (2) preceding, provide a list of all of the Offeror's clients comparable to the Commission.
4. Provide a list of commercial service airport clients located within 200 miles of ROA.
5. Describe the full range of professional services available through the Offeror.

Tab D – Operations and Strategic Approach

1. Describe how the Offeror plans to provide Air Service Development Services as set forth above under the scope of work listed in Section I.
2. Provide a potential high-level strategy for convincing one or more airlines to provide reliable, “low-cost” air service that would recapture leaked traffic and possibly expand ROA’s catchment area. (“low cost” could include ULCC, LCC or strategic pricing by legacy)
3. Describe the Offeror’s plan to provide effective and timely customer service.

Tab E – MBE/WBE Participation

1. Offeror List: All bidders must submit with their proposals a completed Offeror List Form (Attachment D) that provides all information required for all firms that quoted to you on potential subcontracts, supplies, or services to fulfill air service development projects undertaken for the Commission.
2. Letter of Intent: All bidders must submit with their proposals a completed Letter of Intent (Attachment E) that provides all information required for each firm intended to be utilized in the Contract.
3. Contract Participation Form: All Proposers must submit a completed Contract Participation Form (Attachment C) that provides all information required for all firms participating in the contract.

Tab F – Fees

1. Describe the compensation that the Offeror would expect to receive for providing Air Service Development Services, including hourly rates or blended hourly rates for different categories of contributors, as well as an estimate of any reimbursable expenditures.

XI. EVALUATION, SELECTION AND AWARD

Following the receipt of proposals, the Commission will evaluate and rank them on the basis of the evaluation criteria set forth in this RFP. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors set forth in this RFP, including price as stated above. Negotiations shall then be conducted with each of the Offerors so selected. Each Offeror shall state any exception to any liability provisions contained in this RFP in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price will not be the sole or primary determining factor. After negotiations have been

conducted with each Offeror so selected, the Commission shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Notwithstanding the foregoing, the Commission specifically reserves the right to award contracts under this procurement to more than one Offeror as provided below. Should the Commission determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. Offerors whose proposals are not accepted will be notified as soon as the Commission approves the selected Offeror(s).

The Commission intends to select one Offeror whose terms will be most advantageous to the Commission based upon the criteria set forth in this Request for Proposals. The Commission, however, specifically reserves the right in its sole discretion to:

- a. Reject any and all responses received, to waive any irregularity or informality and to select, negotiate and accept the Proposal if it is deemed to be in the best interest of the Commission;
- b. Request additional information from any and all Offerors to assist it in its evaluation process;
- c. Negotiate the terms and conditions of any contract with the selected Offeror;
- d. Cancel this RFP at any time prior to an award, and is not required to furnish a reason why a particular proposal was not deemed the most advantageous.

Offerors may be notified in writing of the Commission's decision to award a contract resulting from this RFP. In addition, public notice of award will be made by publication on the eVA website at <http://www.eva.virginia.gov> and on the Airport's website at <https://flyroa.com/current-bids-and-proposals>.

XII. DEADLINE FOR SUBMISSION OF PROPOSALS

The deadline for submission of proposals is June 23, 2022, at 2:00 PM EDT. Any proposals received after the specified deadline will be returned to sender unopened. All Offerors interested in performing the services described in this RFP shall furnish sufficient technical, supervisory, and administrative services to insure expeditious prosecution of the work and shall submit in a sealed, opaque envelope one (1) original, so marked, and three (3) copies of their complete Proposal package, and any supplementary company materials.

Delivery address:

Via Professional Courier (i.e., FedEx, UPS, DHL, etc.), U.S. Mail, or hand delivery:

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

Place in lower left-hand corner:

Air Service Development Services – RFP #22-005

XIII. ADDENDA

The Commission reserves the right to modify, change, amend or withdraw this RFP. Any such change to this RFP shall be made in writing. The Commission will notify all known respondents of amendments by issuance of an addendum, and will, if necessary, adjust the due date of the proposal. An Addenda Acknowledgement Form (Attachment B) has been provided; include this form when submitting your response package, sign and date.

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

GC-1 COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS

- A. Contractor covenants and warrants that it has all licenses and permits necessary to perform the work and that it shall maintain all such licenses and permits as may be required by Federal, State and local agencies during the term of the Agreement.
- B. Contractor expressly warrants that in performance of the Work it shall comply with all applicable laws, codes, regulations, standards, etc., which may be required of it by all applicable local, state and federal jurisdictions and their respective agencies, offices, bureaus, and other administrative/regulatory entities.

GC-2 SUBCONTRACTING AND ASSIGNMENT

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

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

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

GC-3 REMOVED

GC-4 REMOVED

GC-5. PAYMENTS

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

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

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

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

D. **ACH Vendor Payments**

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

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

GC-6 SUBCONTRACTOR AND OTHER PAYMENT CONDITIONS; CLAIMS

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

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

- C. The Contractor shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- D. Contractual claims, disputes and other matters relating to the acceptability of the work, the interpretation or the requirements of the Agreement, or the performance or furnishing of the work, including without limitation, Engineer's or Commission's denial of Contractor's request for a change

order for additional money and/or an increase in time, shall be submitted in writing together with all supporting documentation/data and a request for a formal decision to the Owner's Executive Director. Contractor shall deliver the written notice with supporting data for each such claim, dispute or other matter promptly, but in no event later than ten (10) calendar days after the start of the occurrence of the event giving rise to the claim. Contractor's failure to submit written notice of such claim, dispute or other matter with the supporting data to Owner's Executive Director within the time specified shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for such matters and shall be an absolute bar to any future claim or suit against Owner for damages or relief of any kind based upon such occurrence or event.. In reviewing any such claim or dispute, Executive Director may request any additional information or documentation from Contractor or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by the Executive Director shall be issued to Contractor within ninety (90) calendar days from the later of: i.) receipt of the written claim; or ii.) receipt of any additional information requested from the Contractor. Failure of the Executive Director to render a decision within ninety (90) calendar days shall be deemed a final decision by the Roanoke Regional Airport Commission denying the claim, and shall not result in the Contractor being awarded the relief claimed or in any other relief or penalty.

GC-7 INDEMNIFICATION

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

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

GC-8 REMOVED

GC-9 REQUIREMENTS IMPOSED BY STATE AND FEDERAL LAW

A. NON-DISCRIMINATION

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

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

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

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations places in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

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

B. DRUG FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or

advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and, (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each such subcontractor or vendor.

C. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

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

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

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

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

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

GC-11 GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds

of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

Title VI Solicitation Notice:

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

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

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Authorities

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 ET seq).

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

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

GC-13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

GC-14 CANCELLATION

A. For Cause

The Commission's Executive Director may cancel the Contract upon written notice received by Contractor whenever Contractor's services fall below the quality of services generally provided by others for similar types of services, or Contractor has failed to perform in accordance with this Contract. Prior to any such cancellation, Contractor shall be given written notice and five (5) days to cure such failures. However, in the event that that Contractor's failure is a violation of law, and/or an act or condition that poses a risk of harm to people or their property, then Contractor shall immediately take action to cure such failure and shall complete such cure within 24 hours. Default by Contractor hereunder shall constitute a basis for determining for

future contracts that Contractor is not a responsible bidder and for Commission to refuse to award such future Contracts to Contractor.

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

B. Without Cause

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

GC-15 GOVERNING LAW AND VENUE

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

GC-16 SEVERABILITY

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

GC-17 ENTIRE AGREEMENT

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

GC-18 SURVIVAL

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

GC-19 DUPLICATE COPIES

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

GC-20 CERTIFICATION

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

GC-21 HEADINGS

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

GC-22 NOTICES

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

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

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

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

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

Amendment(s), or Allocation, including consultants, sub-consultants, and any other recipients of pass-through funds.

XV. SPECIAL TERMS AND CONDITIONS

1. Tax Exemption Status: The Commission does not pay Sales and Use Tax on direct purchases of tangible, personal property for use or consumption by a political subdivision of the Commonwealth of Virginia. The tax exemption number is available upon request.
2. Changes in the Contract: Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the Commission and the Consultant provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing and executed by authorized agents of the Commission and the Consultant prior to the enactment of such modifications.
3. Renewal of Contract: This contract may be renewed by the Commission for a period of three (3) successive one year periods under the terms and conditions of the original contract. Written notice of the Commission's intention to renew should be provided approximately 30 days prior to the expiration date of each contract period.
4. Subcontractors: No portion of the work shall be subcontracted without prior written consent of the Commission. If Commission approval is consented, the contractor shall, however, remain fully liable and responsible for the work to be done by its Subcontractor(s) and shall assure compliance with all requirements of the contract.
5. Proposal Acceptance: Any Proposal may be withdrawn prior to the stated deadline for submission. No Proposal may be withdrawn after the scheduled closing time for receipt of Proposals for a period of ninety (90) days. In case of error, the respondent may withdraw the proposal response within two (2) business days after the deadline for submissions as provided in the Virginia Public Procurement Act, Section 2-2-4330.
6. Identification and Delivery of Proposal Envelope: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a sealed envelope or package and identified as follows:

- Name of Offeror

- Street or Box Number
- City, State, Zip Code
- RFP # and Title
- Due Date and Time

The envelope should be addressed as directed herein. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

It is the Offeror's responsibility to ensure the delivery of their proposal to the appropriate place and at the appropriate time.

7. Proprietary Information: Section 2.2-4342 of the Virginia Public Procurement Act states: Trade secrets or proprietary information submitted by a proposer, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and specify the reason why protection is necessary. Not all pages can be marked proprietary. Failure to clearly mark the data or other materials as a trade secret or proprietary data may result in the data or other materials being released to bidder, offeror or public as provided in the Virginia Freedom of Information Act.
8. Ownership of Deliverables and Related Products: The Commission shall have all rights, title, and interest in or to all specified or unspecified interim and Final Products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the performance of any resulting Agreement, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Offeror, from doing so. To the extent that the Offeror may be deemed at any time to have any of the foregoing rights, each Offeror, by submitting a proposal and each successful Offeror, by entering into a Contract, agrees to irrevocably assign and does hereby irrevocably assign all such rights to the Commission. In addition, upon request of the Commission, a successful Offeror shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commission to evidence the Commission's sole ownership of specifically identified intellectual property or Final Product created or developed in the performance of the Agreement.

The term "Final Product" shall mean the final version of the work product that the Offeror has agreed to provide to the Commission under the Agreement, including any project or task order thereunder.

The Offeror is expressly prohibited by the terms of the Agreement from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Agreement.

This shall not preclude the Offeror from submitting proposals which may include innovative ownership approaches in the best interest of the Commission.

Work performed on behalf of the Commission by independent contractors, such as art, illustrations or photography, without written conveyance of ownership to the Commission, shall remain the property of the artist or contractor in accordance with copyright laws.

All Final Products, deliverables and related products shall be delivered to the Commission's custody upon completion of work or upon the Commission's request and, in any event, no later than sixty (60) days after termination of this Agreement. Each Offeror covenants and agrees that no such material shall be released or disclosed by the Offeror to any other person without the prior written approval of the Commission.

9. Confidentiality: The successful Offeror shall not disclose any confidential information about the Commission, the Airport, or its prospects, used in their marketing or operations, nor shall the successful Offeror use such information in any way, directly or indirectly, except in the performance of any resulting Agreement.
10. Trademark and Message Liability: The term "Trademark" shall mean any word, name, symbol or device, or any combination thereof, or any other indicia of origin, used to help consumers identify and distinguish a product or services from a competitor's products or services. Offeror bears the responsibility to advise the Commission if it has knowledge that the Final Product it has produced contains a Trademark owned by third parties, in which event the parties will then determine jointly which party will obtain permission to use such items. If the Offeror has knowledge of the existence of any such item in its Final Product, it shall not use such Final Product until the parties have conferred to ascertain that necessary releases, consents and/or permissions have been received. The party which has undertaken responsibility to obtain such release, consent and/or permission shall be liable for use of the Final Product without such release, consent and/or permission. Except for those trademarks to which Offeror has undertaken responsibility to obtain a release, consent and/or permission, to the extent allowed by law, the Commission shall

reimburse Offeror for its reasonable direct costs included as a result of the Commission's use of any such trademarks, unless attributable to the Offeror's negligence or willful misconduct.

11. Federal or State Grant Funds: To the extent that work or services under any project or task order involves federal or state funds, the project or task order for such work or services may be modified to contain relevant federal or state requirements in connection therewith.

The issuance of the Request for Proposals constitutes only an invitation to submit proposals. The Commission reserves the right to determine, in its sole discretion, whether any aspect of the proposals satisfactorily meets the criteria established in the Request for Proposals, the right to seek additional information and/or clarification from any Offeror(s), the right to negotiate with any Offeror(s) submitting a response, and the right to reject any or all responses with or without cause. In the event that the Request for Proposals is withdrawn by the Commission for any reason, including but not limited to the failure to occur of any of those things or events set forth herein, the Commission shall have no liability to an Offeror for any costs or expenses incurred in connection with this Request for Proposals or otherwise.

ATTACHMENT A
REFERENCE FORM

Indicate below a listing of at least five (5) recent references for which you have provided this type of service for airport organizations, and c-level, mid-size corporate entities. Include the date of service and the name, address and phone number of the person the Airport may contact.

1. Entity Name: _____
Address: _____
Telephone Number: _____
Contact Name: _____
Title: _____
Term of Contract: _____

2. Entity Name: _____
Address: _____
Telephone Number: _____
Contact Name: _____
Title: _____
Term of Contract: _____

3. Entity Name: _____
Address: _____
Telephone Number: _____
Contact Name: _____
Title: _____
Term of Contract: _____

4. Entity Name: _____
Address: _____
Telephone Number: _____
Contact Name: _____
Title: _____
Term of Contract: _____

5. Entity Name: _____
Address: _____
Telephone Number: _____
Contact Name: _____
Title: _____
Term of Contract: _____

ATTACHMENT B

ADDENDA ACKNOWLEDGEMENT FORM

The information contained in all Addenda issued shall become part of the Request for Proposals and, to the extent specified, shall amend and supersede the similar information in the original Request for Proposals document. All other terms, provisions and conditions of the RFP shall remain unchanged.

This Addenda Acknowledgement Form must be signed, dated and returned with the Proposal submission submitted by your firm.

Date Received

Addendum # _____

Addendum # _____

Addendum # _____

Authorized Representative Name (Printed)

Authorized Representative Signature

Date

ATTACHMENT C
ROANOKE REGIONAL AIRPORT COMMISSION
CONTRACT PARTICIPATION FORM

Name of Bidder/Offeror: _____

RFP No: _____

Project Name: _____

The Bidder/Offeror shall submit the Contract Participation Form and return with its solicitation response. Please attach additional sheets if needed.

NAME <u>ALL</u> FIRMS PARTICIPATING IN THE CONTRACT.	TYPE OF FIRM	FEDERAL TAX ID (also known as Employer Identification Number) nine digit number.	Enter "X" for all that apply				ADDRESS AND PHONE NUMBER (Number, Street, City, State, ZIP)	DESCRIBE TYPE OF WORK (Electrical, Paving, etc. with notation e.g. "Labor Only", "Material Only", "Complete") Provide Item Number if Applicable, Quantity, Unit Price	AGREED PRICE
			MBE	WBE	SBE	OTHER			
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
TOTAL AGREED PRICE MUST EQUAL TOTAL OFFERED PRICE:									

I, _____, a duly authorized representative of _____, certify that the above information is true and correct.

(Type or Print Name)

(Name of Firm)

Signature: _____

Date: _____

TYPE OF FIRM

P = Prime Contractor

S = Subcontractor 1st tier

SS = Subcontractor 2nd tier

JV = Joint Venture

SP = Stocking Supplier/Distributor

B = Broker, Agent, Packager

H = Hauler

MFR = Manufacturer

MBE = A certified Minority Business Enterprise (Attach current certification documents)

WBE = A certified Women Business Enterprise (Attach current certification documents)

SBE = A certified Small Business Enterprise (Attach current certification documents)

OTHER = Minority, Women and Small Business Enterprises that are not certified

ATTACHMENT F

ROANOKE REGIONAL AIRPORT COMMISSION

GOOD FAITH EFFORTS DOCUMENTATION

Solicitation Number _____ Date Submitted _____

THE BIDDER/PROPOSER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM
ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

Proposer _____

Signature _____

Title _____

Provide the names of certified DBEs/MBEs/WBEs and the dates on which they were solicited to participate in this contract opportunity. Include the items of work offered and the dates and methods used for following up initial solicitations to determine whether or not DBEs/MBEs/WBEs were interested. **Attach copies of supporting documentation (e.g., solicitations, electronic information, fax confirmations, etc.)**

Names of Firms Contacted	For what items of work?	Date Contacted	Name of person contacted	Method of Contact (e.g., phone, email, etc.)	Was DBE/MBE/WBE Interested? Y/N

Note: Please attach additional pages of this form if needed.

ATTACHMENT G
PROPOSED CONTRACT
ROANOKE REGIONAL AIRPORT COMMISSION
AIR SERVICE DEVELOPMENT SERVICES

THIS CONTRACT (“Contract”), made this ____ day of _____, between the Roanoke Regional Airport Commission (“Commission”), a political subdivision of the Commonwealth of Virginia, and _____ (“Contractor”), a [Virginia] [corporation] [limited liability company] (the “Contractor”), with its principal business office at _____;

WHEREAS, the Commission issued its Request for Proposals in (the “RFP”), for the provision of certain Air Service Development Services, as more particularly described in the RFP;

WHEREAS, the Contractor has submitted its bid (the “Contractor’s Proposal”) in response thereto; and

WHEREAS, the Commission has determined that the Contractor’s Proposal best serves the Commission’s interests;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Commission and the Contractor hereby agree as follows:

1. The Contractor shall provide Air Service Development Services pursuant to the terms and conditions of this Contract. In connection therewith, the Contractor shall perform the services and furnish all materials, equipment, teams and labor necessary to undertake and perform same, in the manner and to the full extent as set forth in the Contract Documents (as defined herein) and other documents related thereto which are on file at the office of the Commission, and to the satisfaction of the Commission. All resulting work under this contract will be issued on a task order basis, with all task orders subject to the terms and conditions of this contract.
2. This Contract includes:
 - a. This executed Contract document;
 - b. The Contract Terms and Conditions (which shall be attached as Attachment A hereto and which is hereby incorporated by reference into this Contract as fully as if set forth below);
 - c. The Commission’s RFP (which shall be attached as Attachment B hereto and which is hereby incorporated by reference into this Contract as fully as if set forth below, along with all contracts, instruments, references and other matters referred to or incorporated in the RFP); and

- d. The Contractor's Proposal (which shall be attached as Attachment C hereto and which is hereby incorporated by reference into this Contract as fully as if set forth below).

The foregoing are collectively referred to as the "Contract Documents."

- 3. In the event of a conflict among the terms of the Contract Documents, the order of prevailing precedence (a – highest order to c – lowest order of precedence) among the Contract Documents shall be as follows:
 - a. This Contract;
 - b. The RFP; and
 - c. The Contractor's Proposal dated _____, 2022.

- 4. This Agreement is executed and shall commence as of _____, with an initial term of three years, with the potential of three (3) one (1)-year renewal terms, at the sole discretion of the Commission, subject to earlier termination as provided in the Contract Documents. Any decision to renew shall be made at a reasonable time (approximately 30 days) prior to the expiration date. Unless otherwise notified in writing, continuation of the Contract beyond the initial period is at the Commission's sole discretion and not a right of the Contractor and will be exercised only when such continuation is determined to be in the best interest of the Commission.

- 5. The Commission and the Contractor agree to the following compensation during the term of the contract for the provision of Air Service Development Services:

*[TO BE COMPLETED FOLLOWING COMPLETION OF
PROCUREMENT PROCESS]*

- 6. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment within thirty (30) days after invoice. Invoices shall be submitted to:

Roanoke Regional Airport Commission
Attention: Finance Department
5202 Aviation Drive, NW
Roanoke, Virginia 24012

- 7. Contractor shall not subcontract, transfer, nor delegate its duties under this Agreement without the prior written consent of the Commission, which consent may be withheld in the Commission's sole discretion.

During the term of this contract, the Contractor shall abide by the current safety standards and requirements of the Commission, as well as any future safety standards and requirements adopted.

Contractor shall be required to obtain all applicable permits if necessary, to perform the services required in this Agreement. All services performed shall remain in strict compliance with all governing laws, regulations and shall meet or exceed acceptable industry standards.

8. The Contractor shall defend, indemnify and hold harmless the Commission, its Commissioners, officers, agents, employees and representatives from any and all claims, demands, suits, actions or judgment, including attorney fees, for damage to property and/or injury to persons (including death) alleged or claimed to have been caused whole or in part by or through the performance by the Contractor, or the condition of the site, or by reason of any actions or activities of the Contractor on the Commission's property whether or not such damage is caused by a party indemnified hereunder. In any and all claims against the Commission or against any of its Commissioners, officers, agents or employees by the Contractor or any employee of the Contractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this section shall not be restricted by any limitation on the amount or type of damage, compensation or benefits payable by or for the Contractor under Workers' Compensation Acts, disability acts or other employee benefit acts.

9. This Agreement may be terminated under any or all of the following conditions:
 - A. By mutual agreement and written consent of the Commission and the Contractor
 - B. Contractor failure to perform within the safety standards, displaying unprofessional conduct, illegal activity, not within the specifications, changes to the security procedures, FAA directive, etc.
 - C. At any time by the Commission's President and CEO with 30 days' notice.

After receipt of a Notice of Termination and except as otherwise directed by the Commission, Contractor shall:

- A. Stop the work under this Agreement on the date and to the extent specified in the notice of the termination
- B. Deliver to the Commission all documents and or invoices for services or commodities provided

In the event of termination by the Commission due to Contractor failure to perform satisfactorily, Contractor shall receive no additional compensation or fees beyond already due for work performed.

In the event of a termination of work under this Agreement, the Commission shall review in a timely manner Contractor's termination invoice, and make such payment as is properly due.

10. **Notices.** All notices which may be proper or necessary to be served, and payments to be made, hereunder shall be sent by regular mail, postage prepaid, to the following addresses and to such other address as either party may hereafter designate for such purpose in writing.

To Owner:

c/o Executive Director
Roanoke Regional Airport Commission
5202 Aviation Drive
Roanoke, Virginia 24012

To Contractor:

11. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other.
12. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Henrico County. The Contractor shall comply with all applicable federal, state and local laws and regulations, including rules and regulations of the Commission.

WITNESS the following signatures:

Contractor: _____

Attest: _____

By: _____

Title: _____

Date: _____

Roanoke Regional Airport Commission

By: _____
Executive Director

Attest: _____
Commission Secretary

Date: _____

Approved for Legal Form:

By: _____
General Counsel

Certification of Funding

By: _____
Treasurer

Account Number