REQUEST for PROPOSAL (RFP)

DEVELOPMENT OF
AIR CARGO FACILITIES & SERVICES

EASTERN WEST VIRGINIA REGIONAL AIRPORT AUTHORITY
170 AVIATION WAY, SUITE 105
MARTINSBURG, WV 25405
T: (304) 263-2106 F: (304) 267-6350
www.FlyMRB.com
RFP No. 2018-001

February 2018
INTRODUCTION
The Eastern WV Regional Airport Authority (EWVRAA) seeks proposals from qualified partners, corporations, joint-ventures or other third-party developers to develop, operate, maintain and manage air cargo facilities and services at the Eastern WV Regional Airport. The establishment of an Air Cargo operation could necessitate the construction of appropriate infrastructure such as freight terminal, aircraft hangar, warehouse, loading and unloading facilities/equipment, fuel farm, office space, deicing facilities/equipment, aircraft maintenance facilities, etc. Air Cargo facilities and services are to be developed under applicable provisions of the WV Uniform Common Interest Ownership Act (WV Code Chapter 36B).

This Request for Proposal (“RFP”) invites proposals for “DEVELOPMENT OF AIR CARGO FACILITIES & SERVICES” as set forth herein. These services may be modified during contract negotiations between the Proponent and the EWVRAA. The Proponent is encouraged to use its previous knowledge and experience to develop a proposal to meet the EWVRAA’s needs and a time schedule for completion within the constraints set forth in the project description and technical requirements. The EWVRAA reserves the right to reject any and all RFP responses submitted. Proposals may be evaluated by an appointed committee of the authority who may make recommendations to the full EWVRAA Board of Directors. During the evaluation process, the EWVRAA reserves the right, where it may serve in the best interest of the EWVRAA, to request additional information or clarifications from submitting firms, or to allow corrections of errors and omissions. Firms submitting may be requested to make oral presentations as part of the evaluation process. By submitting a proposal, the firm certifies that it has fully read and understood the RFP.

This RFP does not commit the EWVRAA to negotiate a contract, nor does it obligate the EWVRAA to pay for any costs incurred in preparation and submission of proposals or costs incurred prior to entering into a formal agreement. All proposals are prepared at the expense of the responding firm. The EWVRAA shall incur no financial responsibility for this work. There is no expressed or implied obligation for EWVRAA to reimburse responding firms for any expense incurred in preparing responses to this request. The EWVRAA reserves the right to interview some, all, or none of the firms responding to this RFP based solely on its judgement as to the firm’s proposals and capabilities. The EWVRAA reserves the right to request and consider additional information from submitter and to reject any and all submittals on any basis without disclosing the reason. No firm may withdraw their submittal for at least 120 days after the time and date set for submission. The EWVRAA reserves the right to waive any irregularities and technical defects.

RFP Amendments/Questions
This RFP represents a written statement on the part of the EWVRAA explaining the requirements, terms, and conditions for submissions of proposals. The RFP covers this material as comprehensively and completely as it can at this time and thus contains all representations of the EWVRAA with respect to this matter. Any information or understandings, verbal or written, which are not contained within this RFP, or in later written addenda to this RFP, if issued, may be excluded from consideration in evaluating proposals.

Any questions, objections or requests for revisions which Proponents may have should be submitted in writing to Neil Doran, Airport Director, via email and received no later than Monday, March 16, 2018. If questions submitted to the EWVRAA make issuance of addenda to this RFP necessary, such addenda will be distributed to all prospective Proponents. However, it is the responsibility of the Proponent to determine whether addenda have been issued and to acknowledge their receipt in its proposal. The Airport Authority Board may consider holding a pre-bid meeting if determined to be necessary.

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<td></td>
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<td>8.0 Terms and Conditions</td>
<td>*Dates subject to change at the EWVRAA’s discretion</td>
</tr>
</tbody>
</table>
1.0 RFP SUBMISSION REQUIREMENTS / INSTRUCTIONS

Five (5) printed and bound hard copies of the firm qualifications must be submitted for consideration. In addition, respondent will provide one copy of the submission in electronic (searchable PDF) format. To be considered, submission must be received by EWVRAA no later than 3:00 P.M., (Eastern Time) on April 6th, 2018. Proposals received after the date and time specified above shall be considered late proposals and, therefore, at the discretion of the EWVRAA may or may not be opened or considered for award.

Submission is to be sealed, clearly marked “AIR CARGO DEVELOPMENT” and sent to:

Mr. Neil Doran, C.M., A.C.E.,
Executive Director / Airport Manager
Eastern WV Regional Airport Authority
170 Aviation Way, Suite 105, Martinsburg, WV 25405
T: (304) 263-2106; E: ndoran@flymrb.com

1.1 Format

The proposal must be in compliance with the format described herein. The proposal shall be prepared on 8-1/2” X 11” paper bound on the long side. All pages are to be sequentially numbered. Unnecessarily elaborate proposals are not desired. Proposals should be concise, particularly with respect to past experience on other projects and the resumes of key personnel. Related experience is essential. Be specific on past and current assignments. Define the firm’s involvement and responsibilities in each project. The proponent’s technical proposal shall be prepared using the following format to facilitate evaluation. If the Proponent fails to provide the information requested in one or more sections, the proposal may be considered non-responsive.

1.2 Content

The following items are to be included with the proposal and made part of any agreement entered into pursuant to this RFP. The bound proposal submissions shall contain the following items, not exceeding page lengths specified and in the following order:

<table>
<thead>
<tr>
<th>Item</th>
<th>Page Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Letter</td>
<td>3 pages or less</td>
</tr>
<tr>
<td>Project Implementation</td>
<td>5 pages or less</td>
</tr>
<tr>
<td>Project Organization</td>
<td>5 pages or less</td>
</tr>
<tr>
<td>Key Personnel</td>
<td>5 pages or less</td>
</tr>
<tr>
<td>Related Projects</td>
<td>5 pages or less</td>
</tr>
<tr>
<td>Background Experience</td>
<td>5 pages or less</td>
</tr>
<tr>
<td>Additional Supplemental Data</td>
<td>6 pages or less</td>
</tr>
<tr>
<td>Non-Collusive Proposal Certificate</td>
<td>1 page</td>
</tr>
<tr>
<td>Total Length</td>
<td>35 page maximum</td>
</tr>
</tbody>
</table>

1.3 Cover Letter

The proposal shall be submitted with a cover letter summarizing key points in the proposal. Any introductory remarks may also be placed in the cover letter. The cover letter should not exceed three pages in length.

1.4 Project Implementation

The Proponent shall describe its plans to provide the requested services. This section should include a narrative description of the proposed methodology to accomplish the required tasks, as well as any innovations used on similar projects which may be applicable to the project. This section should not exceed five pages in length.

1.5 Project Organization

This section of the proposal should be used to provide information on the Proponent’s organization and staffing of the project. It should briefly describe the Proponent’s personnel and pertinent qualifications. This section should not exceed five pages in length.
1.6  **Key Personnel**  
A list of key personnel for this project must be submitted along with a resume for each person. This section should not exceed five pages in length.

1.7  **Related Projects**  
A list of other contracts entered into by your firm that are similar to this project should be provided. Each should include the degree of involvement of your firm. This section should not exceed five pages in length.

1.8  **Background Experience**  
This section should contain a brief history of your firm, names of principals, concise description of the types of work accomplished, indication of current staff size and location and other relevant background information.

Provide a financial profile of Proponent, including the evolution and growth of its business. Provide a financial profile, include a complete copy of Proponent’s audited financial statements (or copies of Federal tax returns) for the three (3) most recent fiscal years, showing complete operations, and a statement of any significant financial events occurring subsequent to the closing date of the most recent annual financial statement. List other relevant development projects, which can be used as references.

1.9  **Additional Supplemental Data**  
If applicable, should include a description of all charges of unfair or deceptive or anticompetitive business practices, or of fraud, criminal conduct or civil or criminal antitrust violation, brought against Proponent any partner or principal owner of Proponent, any relevant affiliate of Proponent, or any director of or officer employed by Proponent or by any partner or principal owner of Proponent. A description of any contracts which have been terminated in whole or in part prior to their normal expiration. A description of any judgment or filing of bankruptcy or any other insolvency statues or any appointment of a receiver, trustee or liquidator of all or substantially all Proponent’s assets or any partner or principal owner of Proponent. This section should also contain information demonstrating that your firm has a good working relationship with its clients, including a list of references (include contact names, address, phone numbers) copies of letters of commendation and a discussion of how problems arising during the course of projects are addressed. This section should not exceed five pages in length. (It is understood that attached financial statements may exceed these page requirements).

1.10  **Non-Collusive Proposal Certificate**  
Please complete and sign a copy of the attached form known as “Attachment A”. All forms requiring Proponent responses must be completed and submitted with the proposal.

2.0  **AIRPORT INFORMATION**  
Eastern West Virginia Regional (MRB) is a joint-use, general aviation reliever airport comprising 1,056 acres. The West Virginia Air National Guard occupies 341 acres. The remainder of the property is dedicated to civilian, general aviation purposes and to the 250-acre John D. Rockefeller IV Science & Technology Park. The entire airport property is owned and administered by the EWVRAA and lies 4 miles south of the city of Martinsburg, in Berkeley County, West Virginia.

The Eastern West Virginia Regional Airport Authority “EWVRAA” is seeking proposals to develop air cargo facilities on the airport's southwestern quadrant properties, otherwise known as the John D. Rockefeller IV Science & Technology Park. The airport possesses the longest, widest and strongest runway in West Virginia, some 9,615 in length and 200 feet in width (published dimensions: 8,815’ L X 150’ W). Due to the large presence of the military, MRB can offers its tenants some of the same valuable services available at a large international airport, including: Air Traffic Control, Large-Scale Aircraft Rescue & Firefighting, Airfield Management, Snow Removal, 24/7/365 Security Forces Patrol, Safety and Wildlife/Biology offices.
75 acres potentially available for lease north of Novak Drive

85 acres available for sale south of Novak Drive (subject to FAA land release authorization)
2.1 Airport Costs
In addition to the geographic strength of the EWVRA, it also provides a considerable cost advantage over its major competing airports at Washington-Dulles, Baltimore-Washington, Philadelphia, Harrisburg, Pittsburgh, Newark and New York-JFK. Note: Airport Fee Schedules are subject to change at the discretion of the EWVRAA. (Current) FY 2017-2018 EWVRAA Adopted Fee Schedule: [http://berkeleywv.org/sharedimg/pdf/airport/231.pdf](http://berkeleywv.org/sharedimg/pdf/airport/231.pdf)

2.2 EWVRAA Minimum Standards
It is suggested and encouraged that each proponent carefully review the Minimum Standards in their entirety.

2.3 Fixed Base Operator
A Fixed Base operator (FBO), Aero-Smith, Inc. provides aircraft fueling, ground-handling, hangaring, aircraft management, air charter, flight training and other aviation-related services. Aero-Smith will maintain an affiliation with a major fuel supplier to provide contract fuel requirements to large customers. More information: [http://www.flyaerosmith.com](http://www.flyaerosmith.com)

2.4 Customs Services
While CBP inspection services is not currently offered at MRB, our airport is located near facilities served by CBP field officers. MRB is 52 miles northwest of the Port of Washington-Dulles and 91 miles from the CBP facilities at the port of Baltimore, MD. A Customs & Border Patrol Advanced Training Center is also located some 19 miles away in nearby Harpers Ferry, WV. A military customs facility and capability exists on the EWVRA at present and is used by the 167th Airlift Wing’s Military Customs Inspection program*. The 167th is engaged in global strategic airlift missions with their fleet of C-17 Globemaster III aircraft. *[http://www.167aw.ang.af.mil/News/Article-Display/Article/444983/167th-airlift-wing-establishe-domestic-military-customs-inspection-program/](http://www.167aw.ang.af.mil/News/Article-Display/Article/444983/167th-airlift-wing-establishe-domestic-military-customs-inspection-program/)

2.5 International Garbage
While these services are not currently offered at MRB, given the airport’s proximity to several international airports and to general aviation airports with international business jet operations, access to appropriate USDA APHIS Regulated Garbage incineration facilities should present no problem.
2.6 No Noise Restrictions
The EWVRA has never had any significant noise complaints or noise-related conflicts with adjacent land use. There are no noise-related restrictions on operations (i.e. noise curfews, etc.). Air cargo operators thus have the flexibility to operate on any schedule that is convenient to them.

2.7 Air Traffic Control Tower
The following has been taken from Chapter One - Existing Conditions Airport Master Plan April 2017, Page 1-61: “The airport has a U.S. Department of Defense Contract ATCT, known as the Martinsburg Tower (operates part-time). The Martinsburg ATCT is staffed by employees of Dynamic Science, Inc. (Exodyne), which is under contract with the DOD. The tower is located on the west side of the Air National Guard Base and north of the airfield. When the ATCT is not in operation, the Washington Air Route Traffic Control Center (ARTCC) provides radar separation on all aircraft operating on IFR flight plans within controlled airspace, and principally during the enroute phase of flight. The airport may be reached by calling the Airport Manager at (304) 263-2106 for general information or operational requests. The airport also has an on-site WXASOS that provides up-to-date local weather reporting at (304) 264-0988.” MRB is also home to a Regional FAA ASR-9 Airport Surveillance Radar facility providing to-the-ground radar coverage.

The distribution of Air Traffic operations for Calendar Year 2016 is as follows:

<table>
<thead>
<tr>
<th>Type</th>
<th>Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Engine Piston</td>
<td>12,624</td>
</tr>
<tr>
<td>Multi Engine Piston</td>
<td>2,441</td>
</tr>
<tr>
<td>Turbo Prop</td>
<td>5,161</td>
</tr>
<tr>
<td>Jet</td>
<td>5,083</td>
</tr>
<tr>
<td>Rotorcraft</td>
<td>732</td>
</tr>
<tr>
<td>Light Sport</td>
<td>94</td>
</tr>
<tr>
<td>Total</td>
<td>26,135</td>
</tr>
</tbody>
</table>

2.8 Minimal Delays
For the year 2016, the EWVRA had 26,135 total operations (take-offs and landings) recorded by the air traffic control tower staff. Given that the airport has an annual service volume (ASV) of some 210,000 operations, the airport is operating at 13 percent of its airside capacity, and therefore can easily accommodate more operations. Runway availability will provide a cargo operator with a virtually delay-free environment. The EWVRA is rarely closed due to weather and is also outside of the Washington DC Metropolitan Area Special Flight Rules Area and Air Defense Identification Zone (ADIZ).
2.9 Air Cargo Operations
The EWVRAA is seeking proposals to develop some of its southwestern quadrant properties as depicted in the drawing below. These properties include approximately 75 acres of land.

2.10 Air Cargo Market Studies
Additional relevant information can be found on our FlyMRB.com website, under the planning tab:
- West Virginia Public Port Authority / Statewide Strategic Port Master Plan
- Eastern Panhandle Inland Port – Master Plan
- Feasibility Analysis for the Eastern Panhandle Inland Port – November 2012
- U.S. Department of Transportation, Report to Congress: Feasibility Study / Case-Study of a Regional Air Cargo Center for the Washington, D.C. Area – August 1991
- FAA Form 5010 (Airport Master Record) can be viewed here:
There is a long history of military air cargo operations at Martinsburg since 1955, operating C-47, C-119, C-121, C-130, C-5 and now C-17 military cargo transport aircraft.

2.11 Runway Stats + Declared Distances

<table>
<thead>
<tr>
<th>RUNWAY END ID</th>
<th>TORA</th>
<th>TODA</th>
<th>ASDA</th>
<th>LDA</th>
<th>APPROACH END RSA LENGTH</th>
<th>STOP END RSA LENGTH</th>
<th>RSA LENGTH</th>
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<tbody>
<tr>
<td>8</td>
<td>8,815'</td>
<td>8,215'</td>
<td>8,215'</td>
<td>8,215'</td>
<td>1,000'</td>
<td>1,000'</td>
<td>1,000'</td>
</tr>
<tr>
<td>26</td>
<td>8,815'</td>
<td>8,815'</td>
<td>8,815'</td>
<td>7,815'</td>
<td>1,000'</td>
<td>1,000'</td>
<td>1,000'</td>
</tr>
</tbody>
</table>
2.12 Taxiways

The following has been taken from Chapter One - Existing Conditions Airport Master Plan April 2017, Page 1-32:

“Runway 8-26 is supported by Taxiway A (75’ wide), a partial-length parallel taxiway, located on the north side of the runway and approximately 560-feet from the runway centerline. Taxiway A provides an entrance to each end of Runway 8-26 with a turnaround at the end of Runway 8. The Air National Guard is the predominant user of Taxiway A. Taxiway A also serves general aviation activity situated east of the West Virginia Air National Guard facility.

For general aviation activity, Runway 8-26 is supported by Taxiway E (35’ wide), a partial-length parallel taxiway, located on the south side of the runway and approximately 400 feet from the runway centerline. Taxiway E provides an entrance to approximately 1,600 feet from the Runway 26 threshold and approximately 2,200 feet from the Runway 8 threshold. The terminal apron, general aviation apron, and the FBO apron are accessed from three parallel taxiways that connect both to Taxiway E and Runway 8-26:

- Taxiway B (50’ wide) provides access to both the terminal apron and general aviation aprons. A segment of Taxiway B is currently closed south of the general aviation apron (transient) to its terminus at the former south end of Runway 35. The closure of Taxiway B is to assist in the avoidance of conflicts with ground vehicles, fuel trucks, and ambulance traffic moving to and from the Arcadia South hangar with its air ambulance operations. This closure also recognizes that aircraft and vehicles are on the portion of Taxiway C in front of the hangar doors, with the area functioning as apron space;

- Taxilane C. Former runway 17-35 has been repurposed to serve as Taxilane C (150’ wide). The new Taxilane C provides direct access to one conventional hangar located at the most southern end of the taxiway and can provide space for
additional aircraft parking, and the development of numerous box hangars and at least eight (8) – 25,000 square foot corporate hangars or other suitable development.

- Taxiway D (75’ wide) provides access to the FBO and its facilities as well as one conventional hangar from Taxiway E to Runway 8-26. Aircraft do not access the Arcadia South hangar from Taxiway D to avoid conflicts with vehicular traffic. All taxiways are served by Medium Intensity Taxiway Lights (MITLs).


### 2.13 Existing Apron

- Existing Southeast Apron adjacent to GA terminal / Taxiway Echo / Bravo = 350,000 sq ft
- Taxiway C (Former Runway 17-35)
  - 150’ wide X 1,900’ L (strengthened for 650,000+ pound aircraft) = 285,000 sq ft

**TOTAL Existing and Available Apron Area on Civilian Side of Airport**  
635,000 sq ft*

*Figures approximate

### 2.14 ARFF

The following has been taken from Chapter One - Existing Conditions Airport Master Plan April 2017, Page 1-45:

“Although non-certificated Part 139 general aviation airports such as MRB are not required by the FAA to have on-airport rescue or firefighting services, the MRB does have on-airport rescue and firefighting services provided by the military. While not assigned an ARFF index by the FAA, MRB benefits from the availability of military firefighting services from levels that range between NFPA 403 Category 8 standards for C-17 operations and Category 10 standards for C-5 operations. This means the airport can approximate an FAA ARFF Index Category of D/E.

Fire protection for MRB is provided by the Air National Guard (167th Fire Department), located on the north side of the airport. The facility was constructed by the Air National Guard, and is equipped with 16 vehicle bays with 12 fire trucks, two support vehicles, and one foam trailer. Its location on the property allows for fast response and rapid access to all areas on the airport.
In addition to the 167th AW Crash/Fire/Rescue Department, MRB is also home to a second fire station located on the northwestern corner of airport property along U.S. Route 11. This is known as the South Berkeley Volunteer Fire Company (SBVFC) of Inwood. The northern portions of their district are served by a three-bay facility known as Substation #29. This facility houses a structural firefighting engine 21 (pumper), and the West Virginia Regional Response Team’s light and air support unit, and heavy-duty urban search and rescue/weapons of mass destruction mitigation unit. The SBVFC has an Insurance Services Office, Inc. (ISO) rating of 5/9."

2.15 Airport Businesses
Existing businesses and organizations based on and immediately adjacent to the Eastern West Virginia Regional Airport:

- West Virginia Air National Guard’s 167th Airlift Wing (includes 5 mission groups)
- West Virginia Army National Guard
- Crosswinds Cafe (Restaurant / Catering/Special Events)
- Aero-Smith Flight Center (full-service FBO, aircraft maintenance, flight school, air charter)
- Federal Aviation Administration, Airway Facilities Sector Office
- Howard Aircraft Maintenance
- Air Methods/HealthNet Air Ambulance (Helicopter) Service
- Civil Air Patrol, Martinsburg Composite Squadron
- Experimental Aircraft Association (EAA) Chapter 1071
- Air Photographics, Inc. (Aero Photography)
- Jamie L. Davis, Certified Public Accountant
- The Steeley Educational Foundation
- Eastern Technical Corporation
- Flight Safety Service / L-3 Link Simulation & Training Corp
- Dynamic Science, Inc. (Air Traffic Control)
- Pikeside Flying Club, Inc.
- Stephen David Entertainment, Inc.
- Sylvanus Aviation Center, Inc. (expected in 2018)
- Burlington United Methodist Family Services (WV DHHR Contractor)
- South Berkeley Volunteer Fire Company North Station 29
- 167th Air Wing Crash Fire Rescue Department
- Panhandle Real Estate Trust
- Triumph Property Group

3.0 REGIONAL MARKET INFORMATION

Berkeley County is located within West Virginia’s Eastern Panhandle – a vibrant, increasingly diverse area on the northwestern fringe of the Washington-Baltimore-Arlington DC-MD-VA-WV-PA Combined Statistical Area. The Eastern Panhandle offers a dedicated workforce and regionally competitive labor, utility and land costs. Here you will find access to big-city amenities, small-town charm along with some of the highest income and educational attainment levels in our state. A rural atmosphere and a significantly lower cost of living mixed with easy accessibility to the Washington/Baltimore area make the Eastern Panhandle an ideal place in which to live. While our counties are the fastest growing counties in the state, there is little congestion and traffic. Martinsburg is situated on the MARC Brunswick Line commuter rail, allowing workers to commute daily to Washington-Union Station. In recent years, a steady influx of urban professionals has contributed to the growth of local telecommuting and high-tech industries including many agency operations of the federal government. A large amount of industrial development is currently taking place in the immediate environs around the Eastern WV Regional Airport.

Highlights of recent projects include a $500 million-dollar investment by Procter & Gamble to construct a state-of-the-art manufacturing and distribution plant. Procter & Gamble commented on why they chose to locate in Martinsburg: (our new plant) “will enable us to rapidly and efficiently serve retail customers and consumers throughout the eastern half of the United States, reaching 80% of them within one-day transit...The site is 80 miles from Washington, D.C.; 100 miles from Baltimore and 265 miles from New York City.”*
Amazon is also locating some 8 miles to the south at a $56.5 million-dollar fulfillment and distribution center straddling the state lines in nearby Frederick County, Virginia. Martinsburg’s strategic location within a four-state-area has led to investments by companies such as Macy’s, FedEx, General Motors, Orgill, Rust-Oleum and many others. Interstate 81 has become a major shipping, trucking, logistics and distribution corridor.


Highlights of MRB’s strategic location include:

- West Virginia has capacity for overnight delivery (within 8-hour drive) to more than ½ the U.S. population and 1/3 of Canadian population*
- Proximity to National Capital Region, major East Coast population centers and deep-water ports
- Regionally cost-competitive labor and land costs
- Near Washington but outside its special security-restricted airspace
- Rail (1/2 mile from airport property). Winchester & Western Railroad provides access to Norfolk Southern, CSX National Gateway Corridor Line
- More than 2,400 miles of railroad track carry almost 250 million tons of freight each year in West Virginia, which is well served by mainline freight carriers CSX Transportation and Norfolk Southern. Because of their proximity to river ports and trucking centers, railroads remain an integral component in the state’s intermodal transportation system*
- The state’s highways represent an extensive and reliable transportation network in themselves. They also serve as links in an intermodal transportation system, providing strategic access to trans-shipment points by rail, water and air. These transportation modes combine to offer West Virginia businesses unmatched versatility and convenience in serving regional, national and global markets with the most advanced “just-in-time” delivery*
- Numerous Interstate highways nearby
- Martinsburg is less than 200 miles from the port at Philadelphia, less than 100 miles from the port at Baltimore and less than 50 miles from the Virginia Inland Port at Front Royal and the Greencastle PA Intermodal facility*
- Foreign Trade Zone #240 Designation (Tax Free Trade Zone, can be re-activated)
- Reliever Airport status – designated by FAA to relieve GA congestion at Washington-Dulles Intl airport
- Amtrak and MARC Commuter Rail service offered at Martinsburg Train Station (4 miles north of airport)
- Southern Airways Express serves Baltimore-Washington & Pittsburgh daily; Allegiant Airlines serves Orlando-Sanford and St Petersburg, Florida from Hagerstown Regional Airport (30 miles north of MRB)

During the last several years, West Virginia has produced a positive business climate for new and expanding companies that want to create good jobs in West Virginia.

3.1 Business Advantages

- Skilled and flexible workforce that has earned a reputation for dedication, loyalty and low absenteeism
- Low manufacturing-industry employee turnover rate
- A cost of doing business that is 14 percent lower than the U.S. average. Moody’s: WV ranks fourth-lowest in U.S.
- Utility rates among the lowest in the nation
- A Community and Technical College System highly responsive to business and workforce needs
- A state that led the nation in the percentage of growth in exports, reaching a record level of $9 billion
- High quality of life, low cost of living and unparalleled outdoor recreational activities

3.2 Pro-growth tax reforms

- The Business Franchise Tax is being phased down and will be eliminated in 2015. From the time the first reduction was made, until the eventual elimination, taxpayers will have saved an estimated $50 million.
- While some states are raising taxes, West Virginia is reducing them. West Virginia is the only state to cut taxes in 2012.
- The Corporation Net Income Tax rate will drop to 6.5 percent by 2014. Corporations are expected to save more than $53 million per year when the rate reductions are fully implemented.
• West Virginia has removed approximately $126 million of business tax burden in FY 2012 and more than $450 million during the past six years.


“Access the National Capital Region and Major East Coast Markets at a West Virginia Price”

Martinsburg is in the middle of a major trucking, warehousing, logistics corridor
Martinsburg is served by major Rail Freight Transport Lines (Norfolk Southern/CSX/Winchester & Western) and Passenger Rail (Amtrak/MARC Commuter Rail).
<table>
<thead>
<tr>
<th>Interstate Highway</th>
<th>Distance from MRB (miles)</th>
<th>Interstate Highway</th>
<th>Distance from MRB (miles)</th>
</tr>
</thead>
<tbody>
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<tr>
<td>I-68</td>
<td>47.6</td>
<td>I-77</td>
<td>260</td>
</tr>
</tbody>
</table>

**Railroads / Inter-modal Truck / Rail Transfer Facilities within 100 miles**

Winchester & Western Railroad. *Class III short-line railroad able to interchange with both Norfolk Southern and CSX Transportation. 53 miles of track moving approximately 15,000+ loads per year*  
> 0.5 mile

<table>
<thead>
<tr>
<th>Railroads / Inter-modal Truck / Rail Transfer Facilities within 100 miles</th>
<th>Distance from MRB (miles)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winchester &amp; Western Railroad. <em>Class III short-line railroad able to interchange with both Norfolk Southern and CSX Transportation. 53 miles of track moving approximately 15,000+ loads per year</em></td>
<td>&gt; 0.5 mile</td>
</tr>
<tr>
<td>Norfolk-Southern Inter-modal Terminal - Front Royal, VA</td>
<td>35.3</td>
</tr>
<tr>
<td>Norfolk-Southern Inter-modal Terminal - Greencastle, PA</td>
<td>39.3</td>
</tr>
<tr>
<td>Norfolk-Southern Inter-modal Terminal - Baltimore, MD</td>
<td>96</td>
</tr>
<tr>
<td>Norfolk-Southern Inter-modal Terminal - Harrisburg, PA</td>
<td>101</td>
</tr>
</tbody>
</table>

**Major Passenger Airports / Air Cargo Facilities within 1 Days Drive**

<table>
<thead>
<tr>
<th>Major Passenger Airports / Air Cargo Facilities within 1 Days Drive</th>
<th>Distance from MRB (miles)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Washington-Dulles (IAD), United Airlines Hub</td>
<td>54.6</td>
</tr>
<tr>
<td>Baltimore-Washington (BWI), Southwest Airlines Hub</td>
<td>92.9</td>
</tr>
<tr>
<td>Washington-Reagan National (DCA) American Airlines Focus City</td>
<td>80.8</td>
</tr>
<tr>
<td>Harrisburg (MDT), includes Air Cargo Facility</td>
<td>111</td>
</tr>
<tr>
<td>Philadelphia (PHL) American Airlines Hub / UPS Air Cargo Facility</td>
<td>182</td>
</tr>
<tr>
<td>Pittsburgh (PIT), includes Air Cargo Facility</td>
<td>212</td>
</tr>
<tr>
<td>Newark (EWR), United Airlines Hub / FEDEX Air Cargo Facility</td>
<td>258</td>
</tr>
<tr>
<td>New York-Kennedy (JFK) American Airlines Focus City / JetBlue Hub / Air Cargo Facility</td>
<td>302</td>
</tr>
<tr>
<td>Columbus – Rickenbacker (LCK) Inland Port / Air Cargo Facility</td>
<td>367</td>
</tr>
<tr>
<td>Cincinnati (CVG) Amazon Air Cargo Facility</td>
<td>483</td>
</tr>
</tbody>
</table>

**Major Deep-Water Ports within 1 Days Drive**

<table>
<thead>
<tr>
<th>Major Deep-Water Ports within 1 Days Drive</th>
<th>Distance from MRB (miles)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port of Baltimore</td>
<td>91</td>
</tr>
<tr>
<td>Port of Philadelphia / Chester</td>
<td>196</td>
</tr>
<tr>
<td>Port of Norfolk VA</td>
<td>236</td>
</tr>
<tr>
<td>Port of NY/NJ</td>
<td>257</td>
</tr>
<tr>
<td>Port of Charleston SC</td>
<td>590</td>
</tr>
</tbody>
</table>

**Other Major Cities / Markets Within 1 Days Drive**

<table>
<thead>
<tr>
<th>Other Major Cities / Markets Within 1 Days Drive</th>
<th>Distance from MRB (miles)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richmond</td>
<td>155</td>
</tr>
<tr>
<td>Cleveland</td>
<td>322</td>
</tr>
<tr>
<td>Buffalo</td>
<td>339</td>
</tr>
<tr>
<td>Charlotte</td>
<td>385</td>
</tr>
<tr>
<td>Toronto</td>
<td>436</td>
</tr>
<tr>
<td>Detroit</td>
<td>473</td>
</tr>
<tr>
<td>Boston</td>
<td>492</td>
</tr>
</tbody>
</table>
3.3 Regional Freight Forwarders

From the perspective of air cargo carrier and freight operators, a concentration of freight forwarders is a key indicator of the volume of a region’s cargo flow. In a 2006 study, 70% of air freight operators felt that freight forwarders were important or extremely important for a successful cargo operation. The Washington-Baltimore-Martinsburg region has numerous operators of this type. Find below a partial, non-exhaustive list of Freight Forwarder operating within 150 miles of Martinsburg.

- MD -- Aberdeen -- Winchester Intermodal Trnsprt -- 410-273-6929
- MD -- Annapolis -- Air Freight Forwarding Co Inc -- 410-757-7771
- MD -- Annapolis -- Marathon Business Services -- 410-266-9996
- MD -- Baltimore -- A World Class Air Frght Co Inc -- 410-522-4400
- MD -- Baltimore -- Aarid Enterprises -- 410-355-6300
- MD -- Baltimore -- Acme Fast Freight Inc -- 410-727-2750
- MD -- Baltimore -- Airgroup Express -- 800-297-6845
- MD -- Baltimore -- Amerford International Corp -- 410-633-6678
- MD -- Baltimore -- B Way International Inc -- 410-488-0802
- MD -- Baltimore -- Baltimore Grain Forwarders -- 410-332-4879
- MD -- Baltimore -- Baltimore Shipping Co Inc -- 410-563-7540
- MD -- Baltimore -- Bruzone Shipping Inc -- 410-837-2280
- MD -- Baltimore -- Burlington Air Express -- 410-859-5275
- MD -- Baltimore -- Butts, W F -- 410-296-2961
- MD -- Baltimore -- C J International Inc -- 410-563-6020
- MD -- Baltimore -- Casey Overseas Corp -- 410-494-1700
- MD -- Baltimore -- Chesapeake Bay Shpg & Whsng -- 410-796-0200
- MD -- Baltimore -- Clark Worldwide Trnsprt Inc -- 410-255-0006
- MD -- Baltimore -- Columbia Export Packers Inc -- 410-327-8900
- MD -- Baltimore -- D A T E International Inc -- 410-284-7288
- MD -- Baltimore -- Daniel F Young Inc -- 410-633-7474
- MD -- Baltimore -- Danzas Corporation -- 410-385-1077
- MD -- Baltimore -- Footner & Co -- 410-631-7711
- MD -- Baltimore -- Fracht Fwo Inc -- 410-633-6460
- MD -- Baltimore -- Freightsavers Inc -- 410-225-7850
- MD -- Baltimore -- Gunnic Port Services Inc -- 410-536-5354
- MD -- Baltimore -- Hydra Management Inc -- 410-727-0700
- MD -- Baltimore -- Hydra Management Inc -- 410-644-8500
- MD -- Baltimore -- International Uts Ltd -- 410-276-8900
- MD -- Baltimore -- John A Steer Co -- 410-633-4540
- MD -- Baltimore -- John S Connor Inc -- 410-859-0120
- MD -- Baltimore -- Kintetsu World Express Usa Inc -- 410-752-2156
- MD -- Baltimore -- Logistics & Transportation Services Inc. -- 410-644-0200
- MD -- Baltimore -- Lusk Shipping Co Inc -- 410-244-7073
- MD -- Baltimore -- Moran Shipping Agency Inc -- 410-675-6017
- MD -- Baltimore -- Oceanflight Inc -- 410-727-2950
- MD -- Baltimore -- Patron Services Inc -- 410-727-2700
- MD -- Baltimore -- Paul Bellack Co -- 410-837-9500
- MD -- Baltimore -- Powell, C H -- 410-752-5136
- MD -- Baltimore -- Puerto Rico Marine Mgmt Inc -- 410-522-9540
- MD -- Baltimore -- Scac Transport Usa Inc -- 410-332-7300
- MD -- Baltimore -- Seabridge International Inc -- 410-633-0550
- MD -- Baltimore -- Seachott, Inc.-BWI -- Phone: 1-800-772-4688
- MD -- Baltimore -- Springmeier Shipping Co Inc -- 301-621-4579
- MD -- Baltimore -- Strachan Shipping Co -- 410-837-8833
- MD -- Baltimore -- Transinternational Systems -- 410-285-6020
- MD -- Baltimore -- Transoceanic Shipping Co Inc -- 410-727-7304
- MD -- Baltimore -- Wheeler Shipping Inc -- 410-633-0618
- MD -- Baltimore -- Wheeler Shipping Inc -- 410-276-2098
- MD -- Baltimore -- Worldwide Logistics Inc -- 410-633-5126
- MD -- Baltimore -- Zust Bachmeier Of Switzerland -- 410-789-5340
- MD -- Belcamp -- Vandetti Trucking Co -- 410-879-6180
- MD -- Belcamp -- Vandetti Trucking Co -- 410-879-6180
- MD -- Bethesda -- Mail Boxes Etc -- 301-656-3701
- MD -- Bowie -- Mail Boxes Etc -- 301-249-0045
- MD -- Capitol Heights -- Carolina Freight Carriers Inc -- 301-568-8095
- MD -- Columbia -- SEA Express Lines -- 410-740-9903
- MD -- Fort Washington -- LWB Transportation Inc -- 301-292-2544
- MD -- Gaithersburg -- Mail Boxes Etc -- 301-208-9003
- MD -- Gaithersburg -- Mercury Air Freight -- 301-840-2110
- MD -- Gaithersburg -- Omega Forwarding Company -- 301-948-1144
- MD -- Glen Burnie -- Icat Logistics Inc -- 410-760-8772
- MD -- Glen Burnie -- Profit Freight Systems -- 410-768-6700
- MD -- Glen Burnie -- Radix Group International -- 410-761-1177
- MD -- Glen Burnie -- Right O Way Inc -- 410-787-1770
- MD -- Glen Burnie -- Surfair -- 410-787-1134
- MD -- Glen Burnie -- WTT Brokerage Inc -- 410-761-7106
- MD -- Hanover -- A I T Freight Systems -- 410-766-2422
- MD -- Hanover -- AIR Express International Corp -- 410-787-0088
- MD -- Hanover -- AIR Freight Forwarding Co Inc -- 410-761-9610
- MD -- Hanover -- AIR Freight Plus Inc -- 410-768-1234
- MD -- Hanover -- Expeditors Intrntl Wa Inc -- 410-768-6627
- MD -- Hanover -- Panalpina Inc -- 410-712-0400
- MD -- Hanover -- Scaleas Arprt Svc Baltimore -- 410-787-0500
- MD -- Hanover -- SEA Express Lines -- 410-553-9980
- MD -- Hanover -- Seko Air Freight Inc -- 410-768-5000
- MD -- Hanover -- U S Express Incorporated -- 410-760-6203
- MD -- Hanover -- Vandair Freight Systems -- 410-760-7761
- MD -- Hanover -- Wilson Utc -- 410-768-6300
- MD -- Hyattsville -- American Security Storage -- 301-322-5802
- MD -- Hyattsville -- Ball Delivery And Trnsprt Svc -- 301-773-5418
- MD -- Hyattsville -- Sierra Shippers Inc -- 301-277-6636
- MD -- Hyattsville -- Transworld Shipping Inc -- 301-927-5890
- MD -- Jessup -- Nippon Express Usa Inc -- 410-792-2718
- MD -- Jessup -- Safeway Courier & Freight Svc -- 410-792-2884
- MD -- Kensington -- Mail Boxes Etc -- 301-942-0904
- MD -- Lanham -- Global Express Export Services -- 301-577-3292
- MD -- Laurel -- Eastern Packaging Corporation -- 301-206-2427
- MD -- Linthicum Heights -- DHL Worldwide Express -- 410-636-5454
- MD -- Linthicum Heights -- Olimpex International Inc -- 301-621-1636
- MD -- Lutherville Timonium -- Hobelmann International Inc -- 410-252-8880
- MD -- Pasadena -- Bluewater Transports Inc -- 410-255-8981
- MD -- Potomac -- Mail Boxes Etc -- 301-983-3200
- MD -- Randallstown -- Trace International Inc -- 410-521-6312
- MD -- Reisterstown -- Patron Services Inc -- 410-526-7617
- MD -- Rockville -- Mail Boxes Etc -- 301-294-8593
- MD -- Rockville -- Mail Boxes Etc -- 301-424-0020
• MD -- Rockville -- Port Jersey Shipg Intrntl Inc -- 301-279-0386
• MD -- Salisbury -- Mail Boxes Etc -- 410-749-5070
• MD -- Silver Spring -- Barrow, Marilyn -- 301-460-2877
• MD -- Silver Spring -- Express Overseas Shipping -- 301-871-8134
• MD -- Silver Spring -- Overseas Trading & Shipping Co -- 301-585-2200
• MD -- Silver Spring -- Reliable Freight & Shipping -- 301-933-4429
• MD -- Silver Spring -- Waterhouse Freight & Shipg Svc -- 301-681-6430
• MD -- Takoma Park -- Guardship America Inc -- 301-270-5502
• MD -- Temple Hills -- Noahs Ark Trading Co Intrntl -- 301-423-7825
• MD -- Upper Marlboro -- Greenmount Moving & Stge Inc -- 301-390-9400

• PA -- Camp Hill -- Fort Pitt Consolidators Inc -- 717-737-1305
• PA -- Carlisle -- Glen Moore Transport Inc -- 717-245-0788
• PA -- Greencastle -- CON Way Central Express -- 717-597-0766
• PA -- Harrisburg -- Alexander International -- 717-671-8722
• PA -- Harrisburg -- Clark Worldwide Transportation -- 717-238-0784
• PA -- Harrisburg -- Mail Boxes Etc -- 717-541-5484
• PA -- Harrisburg -- Mail Boxes Etc -- 717-561-8003
• PA -- Harrisburg -- Mail Boxes Etc -- 717-540-8033
• PA -- Harrisburg -- Mail Boxes Etc -- 717-561-4623
• PA -- Harrisburg -- T I E -- 717-394-3926
• PA -- Hazleton -- Central Air Freight Svc Inc -- 717-455-7543
• PA -- Lemoyne -- Mail Boxes Etc -- 717-737-6777
• PA -- Mechanicsburg -- Mail Boxes Etc -- 717-731-0555
• PA -- Middletown -- Clarks World Wide Trnsprtn Inc -- 717-939-8425
• PA -- Middletown -- Kerek Air Freight -- 717-939-8125
• PA -- Milton -- Milton Trans Inc -- 717-742-8774
• PA -- Montoursville -- AIR Freight Dlvry & Pickup Svc -- 717-368-2421
• PA -- Olyphant -- LEP Profit International -- 717-383-7700
• PA -- Pittston -- Ne Penna Shippers Cooprtv Assn -- 717-654-2480

• VA -- Alexandria -- Advanced Express Inc -- 703-751-6100
• VA -- Alexandria -- American Shores Co -- 703-998-6601
• VA -- Alexandria -- Associated Air Freight -- 703-370-1403
• VA -- Alexandria -- Bellair Expediting Service -- 703-836-2802
• VA -- Alexandria -- Cardinal Forwarding Inc -- 703-751-8300
• VA -- Alexandria -- Cargo Transport Services -- 703-823-2660
• VA -- Alexandria -- Giant Express Inc -- 703-548-0559
• VA -- Alexandria -- Great American Forwarders Inc -- 703-370-9200
• VA -- Alexandria -- Mail Boxes Etc -- 703-683-8441
• VA -- Alexandria -- Packaging Store -- 703-548-1555
• VA -- Alexandria -- Voyager International Inc -- 202-783-7630
• VA -- Arlington -- Federal Express -- 703-684-8002
• VA -- Arlington -- Overseas Packing & Shipping Co -- 703-243-4242
• VA -- Burke -- Commercial Packaging & Shipg -- 703-978-4444
• VA -- Chantilly -- Mail Boxes Etc -- 703-631-4280
• VA -- Dulles -- R Hamilton Group -- 703-260-3345
• VA -- Fairfax -- East Coast Moving -- 703-323-5240
• VA -- Fairfax -- Packaging Store -- 703-323-0874
• VA -- Falls Church -- Giant Express Inc -- 703-532-1130
• VA -- Falls Church -- R H D C International Inc -- 703-931-1001
• VA -- Falls Church -- Southern Pacific Lines -- 703-560-3190
- VA -- Falls Church -- Syramco Corp -- 703-820-1331
- VA -- Falls Church -- TAN Son Hnvt Air Freight -- 703-241-1570
- VA -- Herndon -- Airgroup Express -- 703-736-8933
- VA -- Herndon -- Packaging Store -- 703-818-0888
- VA -- Lorton -- Pacific International Inc -- 703-550-2424
- VA -- Springfield -- Bittner Shipping Inc -- 703-569-8151
- VA -- Springfield -- HAN Mi International -- 703-339-2424
- VA -- Springfield -- Manila Forwarders Corp -- 703-451-6843
- VA -- Sterling -- Associated Air Freight -- 703-742-8114
- VA -- Sterling -- Chantilly Freight Corporation -- 703-471-9743
- VA -- Sterling -- Danzas Corporation -- 703-709-5445
- VA -- Sterling -- E Z Export -- 703-404-9251
- VA -- Sterling -- Express Air Transporation -- 703-450-9030
- VA -- Sterling -- Freight Services Group Inc. -- 703-318-8138
- VA -- Sterling -- Icat Logistics Inc -- 703-471-7760
- VA -- Sterling -- Intertrans Corporation -- 703-834-3116
- VA -- Sterling -- Kamino Air Transport Inc -- 703-435-9793
- VA -- Sterling -- Scaleas Airport -- 703-478-2700
- VA -- Sterling -- Service By Air Inc -- 703-450-9307
- VA -- Vienna -- Nova Delivery -- 703-573-3800
- VA -- Vienna -- Nova Express -- 703-698-6900
- VA -- Vienna -- Packaging Store -- 703-242-0600
**4.0 INSURANCE REQUIREMENTS - for Developer**

The Developer agrees to procure and maintain, for the term of the Agreement, insurance of the kinds and in the amounts hereafter required, with insurance companies authorized to do business in the State of West Virginia, covering all operations under this Agreement whether performed by it or its sub-contractors. The insurance companies affording coverage must be deemed acceptable to the Authority throughout the term of this contract. If any insurance company is deemed unacceptable to the Authority, the Contractor agrees to procure and maintain at its expense coverage with an acceptable insurer as soon as notified by the Authority. The policies shall provide for a 30-day notice to the Authority prior to termination, cancellation or change.

Prior to the execution of the Agreement, the Contractor shall supply the Authority by delivering to the Executive Director / Airport Manager, Eastern WV Regional Airport Authority, 170 Aviation Way, Suite 105, Martinsburg, WV 25045, certificate(s) of insurance providing evidence of insurance coverage for the Developer/Consultant for the following coverage:

- General Liability insurance in a comprehensive form including coverage for property damage, bodily injury, personal injury and completed operations with a single limit of at least $2,000,000 per occurrence with a $4,000,000 aggregate. The certificate shall name the Authority as an additional insured.

- If any motor vehicle is used in the work, Auto Liability Insurance covering bodily injury and property damage with minimum combined single limit of $1,000,000.

- Worker’s Compensation and Employer’s Liability in accordance with the applicable laws of the State of West Virginia including deliberate intent coverage for claims under W.Va. Code 23-4-2(d) (2)(ii).

- Professional Liability Insurance, in the amount of $1,000,000.

Each insurance policy shall be kept in force until the receipt of final payment to the Developer/Consultant except for professional liability insurance, which shall be kept in force until at least one year after final payment to Contractor.

The Authority and the Contractor agree to waive all rights against each other for damages to the extent covered by the insurance, except for such rights they may have to the proceeds of such insurance held by the Authority as trustee. The contractor shall require similar reciprocal waivers by all sub-consultants. This policy shall recognize such waivers of recovery by an appropriate Waiver of Subrogation Clause Endorsement, excluding any subrogation rights granted under West Virginia Law to the contrary notwithstanding. Above needed insurance coverage should be provided on a primary and non-contributory basis.

Copies of any required policies shall be provided to the Authority upon request.

(*) Required insurance is subject to change dependent upon the terms of proposal.
INSURANCE REQUIREMENTS - for Construction*

The Contractor agrees to procure and maintain, for the term of the Agreement, insurance of the kinds and in the amounts hereafter required, with insurance companies authorized to do business in the State of West Virginia, covering all operations under this Agreement whether performed by it or its sub-contractors. The insurance companies affording coverage must be deemed acceptable to the Authority throughout the term of this contract. If any insurance company is deemed unacceptable to the Authority, the Contractor agrees to procure and maintain at its expense coverage with an acceptable insurer as soon as notified by the Authority. The policies shall provide for a 30-day notice to the Authority prior to termination, cancellation or change. All required insurance coverages are to be provided on a primary and non-contributory basis. The Contractor shall provide the EWVRAA upon request with copies of any insurance policies required to be maintained pursuant to this Article.

Prior to the execution of the Agreement, the Contractor shall supply the Authority by delivering to the Executive Director / Airport Manager, Eastern WV Regional Airport Authority, 170 Aviation Way, Suite 105, Martinsburg, WV 25045, certificate(s) of insurance providing evidence of insurance coverage for the Consultant for the following coverage:

- General Liability insurance in a comprehensive form including coverage for property damage, bodily injury, personal injury and completed operations with a single limit of at least $2,000,000 per occurrence with a $4,000,000 aggregate. The certificate shall name the Authority as an additional insured.
- Protective Liability insurance issued to and covering the liability of the EWVRAA and all employees of the EWVRAA, both officially and personally, with respect to all operations under this Agreement by the Contractor or any subcontractors, including omissions and supervisory acts of the EWVRAA and its employees, with a single limit of $5,000,000 per occurrence and a $5,000,000 aggregate.
- If any motor vehicle is used in the work, Auto Liability Insurance covering bodily injury and property damage with minimum combined single limit of $1,000,000. The certificate shall name the Authority as an additional insured.
- Worker’s Compensation and Employer’s Liability in accordance with the applicable laws of the State of West Virginia, including deliberate intent coverage for claims under W.Va. Code 23-4-2 (d)(2) (ii)
- Excess Liability/Umbrella follow the Form, $14,000,000.
- Contractor’s Pollution Policy – Limit of $2,000,000 per occurrence. Policy should respond to loss for bodily injury, property damage and clean-up costs arising from sudden and non-sudden pollution conditions caused as a result of the Contractors and their subcontractors operation at the Airport. EWVRAA should be named as additional insured. If this is claims made coverage, then it must be maintained through contract and three years after contract expiration.

Prior to commencing the work, the Contractor shall supply the EWVRAA with a certificate of insurance providing evidence of insurance coverage for the Contractor for Builder’s Risk/Installation Floater “All Risk” insurance protecting the Contractor, the EWVRAA and subcontractors from losses resulting from, but not limited to: natural disasters, fire, extended coverage perils, vandalism, malicious mischief or collapse during the course of construction. The policy shall name the EWVRAA, the Contractor and the Contractor’s subcontractors as insureds.

The amount of such insurance shall not be less at any time than the total value of the work in place, on site, in transit or in storage off site and the loss under such policies shall be made payable to the EWVRAA and/or the Contractor of other insureds, as their respective interests may appear. The policy shall cover all property to be used in, or incidental to the fabrication and/or erection and/or completion of the project. It shall include all materials, machinery equipment and supplies intended to become part of such property and false work, temporary trestles and similar structure.
It shall not include tools, Contractor’s equipment and any other property not a part of or destined to become part of the project. In no case should the deductible amount exceed $5,000.00.

The EWVRAA and the Contractor agree to waive all rights against each other for damages to the extent covered by the insurance, except for such rights they may have to the proceeds of such insurance held by the Authority as trustee. The Contractor shall require similar reciprocal waivers by all sub-contractors and sub-subcontractors. This policy shall recognize such waivers of recovery by an appropriate Waiver of Subrogation Clause Endorsement, excluding any subrogation of rights granted under West Virginia State Law to the contrary notwithstanding.

Prior to the commencement of work by any subcontractor, the Contractor shall supply the EWVRAA with certificate(s) of insurance providing evidence of insurance coverage for each subcontractor for the following coverages:

- Commercial General Liability Insurance including coverage for property damage, bodily injury, personal injury, completed operations, premises, product and mobile equipment, with a single limit of at least $2,000,000 per occurrence with a $4,000,000 aggregate. The certificate shall name the Authority as an additional insured.

- If any motor vehicle is used in the work, Auto Liability Insurance covering bodily injury and property damage with minimum combined single limit of $1,000,000. The certificate shall name the Authority as an additional insured.

- Worker’s Compensation and Employer’s Liability in accordance with the applicable laws of the State of West Virginia, including deliberate intent coverage for claims arising under W.Va. Code 23-4-2(d)(2)(ii)

- Excess Liability/Umbrella follow the Form, $3,000,000.

The insurance coverage provided by subcontractors shall be written with insurance companies authorized to do business in the State of West Virginia. The policies shall provide for a thirty-day notice to the EWVRAA prior to termination, cancellation or change. All above required insurance coverages are to be provided on a primary and non-contributory basis.

(*) Required insurance is subject to change dependent upon the terms of proposal.
INSURANCE REQUIREMENTS - for Owner*

The OWNER agrees to procure and maintain at its expense during the term of the Agreement, insurance of the kinds and in the amounts hereafter required, with insurance companies authorized to do business in the State of West Virginia, covering all operations under this Agreement whether performed by it or its sub-contractors. The insurance companies affording coverage must be deemed acceptable to the Authority throughout the term of this contract. If any insurance company is deemed unacceptable to the Authority the Contractor agrees to procure and maintain at its expense coverage with an acceptable insurer as soon as notified by the Authority. The policies shall provide for a 30-day notice to the Authority prior to termination, cancellation or change. All required insurance coverages are to be provided on a primary and non-contributory basis. The Contractor shall provide the EWVRAA upon request with copies of any insurance policies required to be maintained pursuant to this Article.

Prior to the execution of the Agreement, the Contractor shall supply the Authority by delivering to the Executive Director / Airport Manager, Eastern WV Regional Airport Authority, 170 Aviation Way, Suite 105, Martinsburg, WV 25045, certificate(s) of insurance providing evidence of insurance coverage for the Consultant for the following coverage:

- General Liability insurance in a comprehensive form including coverage for property damage, bodily injury, personal injury, completed operations, premises, product and mobile equipment, with a single limit of at least $10,000,000 per occurrence with a $10,000,000 aggregate. The certificate shall name the Authority as an additional insured. (This can be satisfied through any combination of base/excess coverage).

- Hangar-keepers Liability to cover the owner, any potential contractors and their subcontractor’s operation at the Airport. The certificate shall name the Authority as an additional insured.

- Property, Fire and Marine coverage, on a replacement value basis, to cover losses or damages to any owned building, structures and equipment. This is to include business interruption coverage. The coverage shall equal or exceed the replacement value of each item so insured.

- If any motor vehicle is used in the work, Auto Liability Insurance covering bodily injury and property damage with minimum combined single limit of $1,000,000. The certificate shall name the Authority as an additional insured.

- Worker’s Compensation and Employer’s Liability in accordance with the applicable laws of the State of West Virginia including deliberate intent coverage for claims arising pursuant to W. Va. Code 23-4-2(d)(2) (ii).

- Environmental Impairment Liability – Limit of $2,000,000 per occurrence. Policy should respond to loss for bodily injury, property damage and clean-up costs arising from sudden and non-sudden pollution conditions caused as a result of the Contractors and their subcontractors operation at the Airport. EWVRAA should be named as additional insured. If this is claims made coverage, then it must be maintained through contract and three years after contract expiration.

The Authority and the Contractor agree to waive all rights against each other for damages to the extent covered by the insurance, except for such rights they may have to the proceeds of such insurance held by the Authority as trustee. The Contractor shall require similar reciprocal waivers by all sub-contractors and sub-subcontractors. This policy shall recognize such waivers of recovery by an appropriate Waiver of Subrogation Clause Endorsement, excluding any subrogation of rights granted under West Virginia State Law to the contrary notwithstanding. Above needed insurance coverage should be provided on a primary and non-contributory basis.

Copies of all required policies shall be provided to the Authority upon Request.

(*) Required insurance is subject to change dependent upon the terms of proposal.
5.0 EVALUATION CRITERIA

A committee of the Airport Authority will evaluate proposals. The committee will select the proponent whose proposal is most advantageous to the EWVRA, considering the evaluation criteria. Submissions will be evaluated in the following categories:

1. Capital Investment
2. Financial capability and stability of the Proponent as well as return to the EWVRAA
3. Marketing Plans for the southwest parcels / cargo facilities
4. Proponent Qualifications

5.1 Capital Investment
Prospective proponents are encouraged to describe a schedule for the start of construction of an air cargo warehouse facility of sufficient size to accommodate wide-body cargo aircraft. The successful proponents must work with the EWVRAA to submit the necessary environmental documentation to the appropriate federal and state agencies within two months of the contract award. The proposal should fully explain the potential facility including size, completion date, as well as capital cost. The proposal should also fully explain the financing for the proposed site and construction of the new warehouse facility and future investment if applicable.

5.2 Financial Capability, Stability and Return to the Authority
Prospective proposals should outline the return to the EWVRAA as a result of the ability to construct and operate cargo facilities on airport property. The return to the authority should specify any land rents as well as a percentage share of any revenue generated. In addition, the proponent should develop 5-year and 10-year forecasts for air cargo activity expected to be generated by the proposed project to enable the EWVRAA to properly plan for future airport facility needs. The forecasts should include an anticipated number of annual aircraft operations and expected volume of annual air cargo tonnage.

5.3 Marketing Plan
Prospective proposal should outline the marketing plans to develop the proposed new facility. Plans should include a discussion of the marketing approach, the commitment of marketing dollars as well as past experience in marketing such facilities.

5.4 Proponent Qualifications
To be considered qualified, the Proponent must demonstrate in its proposal that it has the background, experience, and the technical and management resources required to organize and conduct the services outlines in this RFP. The Proponent shall furnish information documenting its ability to provide and perform all work related to its implementation and ongoing effectiveness of the project, in a timetable acceptable by the EWVRAA. The EWVRAA reserves the right to investigate the qualifications of firms under consideration to confirm any part of the information furnished by the Proponent. The selected proponent could be required to undergo a comprehensive background and security check and reimburse the Authority for the associated costs.

5.5 Selection Procedure
1. The selection committee will evaluate and score all proposals received.
2. Proposals not meeting minimum requirements and those, which are not responsive, will not be given further consideration.
3. Proposals in the competitive range will be determined. These proponents may be asked to demonstrate their product to the selection committee.
4. When demonstrations, discussions and negotiations are concluded, the EWVRAA may request revised proposals and/or best and final offers from responsible proponents in the competitive range.
5. Proposals will be re-evaluated and scored. The selection committee will recommend that the proponent with the highest overall score be awarded the contract. The recommendation must be approved by the EWVRAA
Board prior to the start of the contract. NOTE: The EWVRAA reserves the right to make the award based upon the initial proposals submitted, without presentations and discussions.

6.0 PROPOSAL PROTEST PROCEDURES

6.1 Pre-Submittal Opening Protests

If a Proponent can demonstrate that the Contract Documents issued by the EWVRAA are unduly exclusionary and restrictive or that federal, state or local laws or regulations have been violated during the course of the procurement, then Proponent may seek a review by the Executive Director/Airport Manager or his appointed representative, at 170 Aviation Way, Suite 105, Martinsburg, WV 25045. Protests shall be clearly identified as Protests and submitted in writing as early as possible but no later than five (5) business days before the date specified for proposal submittal. Within four (4) business days after receipt of a pre-submittal protest, the Executive Director/Airport Manager shall make one of the determinations listed in paragraph 4.4.

6.2 Post-Submittal Protests

A protest to the acceptance or rejection of any or of all proposals in the contract, or to the award thereof, or to any such action proposed or intended by the EWVRAA, must be received in writing by the Executive Director/Airport Manager no later than five (5) business days after the protesting party first learned, or reasonably ought to have learned, of the action or the proposed or intended action to which he/she protests.

6.3 Decision-Makers

In the event the protestor alleges that the Executive Director/Airport Manager or the representative appointed by the Executive Director/Airport Manager to serve as Decision-Maker for the particular protest, engaged in improper conduct during the subject procurement, the EWVRAA Attorney (General Counsel) shall serve as the Decision-Maker. In the event it has been alleged that the EWVRAA Attorney (General Counsel) has engaged in improper conduct during the subject procurement, then the Chairman of the EWVRAA shall serve as the Decision-Maker.

6.4 Rulings on Protests

Within four (4) business days, the Executive Director/Airport Manager or other appointed Decision-Maker shall render one of the following determinations:

(a) Protest is overruled.
(b) Protest is substantiated. Decision Maker shall issue instructions to remedy issues relating to the protest.
(c) Procurement activity is suspended until written notification by the Executive Director/Airport Manager.

The determination shall be in writing and shall provide at a minimum a general response to each material issue raised in the protest. All documents submitted by the Protester and/or Authority Staff and reviewed by the Decision-Maker in the reaching of a determination shall form and be retained by the Authority as a formal record of the dispute resolution process. The issuance of the foregoing determination is the EWVRAA’s final decision of the dispute. All interested parties shall be notified of any protests that are filed. The EWVRAA shall refrain from awarding a contract within five (5) business days of the date of a decision rendered by the Decision-Maker regarding a protest, unless the EWVRAA determines that:

(a) The items to be procured are urgently required.
(b) Delivery or performance will be unduly delayed by failure to make a prompt award.
(c) Failure to make a prompt award will otherwise cause harm to the EWVRAA, state or federal government.

6.5 Protestor’s Appeal to Federal or State Agencies

In the event that the EWVRAA fails to have written protest procedures or fails to abide by the protest procedures set forth above, and federal or state funds are participating in the procurement, then the protester may seek a review by the appropriate funding agency. Protesters shall file such a protest in accordance with the requirements set forth below, not later than five (5) business days after a final decision is rendered under the EWVRAA protest procedure. In instances where the protester alleges that the EWVRAA failed to make a final determination on the protest, protesters may file a
protest with the appropriate agency no later than five (5) business days after the protester knew or should have known of the EWVRAA’s failure to render a final determination on the protest.

7.0 LEGAL ADVERTISEMENT

LEGAL ADVERTISEMENT
REQUEST FOR PROPOSALS

The Eastern WV Regional Airport Authority seeks proposals from qualified firms to develop, operate, maintain and manage air cargo facilities and services at the Eastern WV Regional Airport.

SUBMISSION REQUIREMENTS: Proposals must be received by the EWVRAA no later than 3:00 P.M., (Eastern Time) on April 6, 2018. Five (5) bound hard copies must be submitted. All documents shall also be provided in electronic (searchable PDF) format.

Send to:

Mr. Neil Doran, C.M., A.C.E.,
Executive Director / Airport Manager
Eastern WV Regional Airport Authority
170 Aviation Way, Suite 105, Martinsburg, WV 25405
T: (304) 263-2106; E: ndoran@flyMRB.com

The EWVRAA reserves the right to reject any and all RFP responses submitted, to request additional information or clarifications from submitting firms, or to allow corrections of errors and omissions. A copy of this RFP2018-001 may be requested via email at ndoran@flyMRB.com or accessed online here: http://FlyMRB.com/?q=site-page/procurement

8.0 TERMS AND CONDITIONS

8.1 Executory Clause

The Contractor specifically agrees that this contract shall be deemed executory only to the extent of monies available and no liability shall be incurred by the EWVRAA beyond the monies available for this contract.

8.2 Permits and Compliance with Laws

The Contractor shall comply with all federal, state, county and municipal laws, codes and regulations in connection with the prosecution of the work. The Contractor shall protect, indemnify and hold harmless the EWVRAA and all their officers, agents and employees against any and all claims and liabilities arising from or based on the violation of any such requirement or law whether by the Contractor, its employees, agents or subcontractors.

8.3 Disadvantaged Business Enterprise Policy Statement

In accordance with the requirements of 49 CFR, Part 26, dated March 4, 1999 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs,” the Eastern West Virginia Regional Airport Authority (EWVRAA), is committed to the development and implementation of an effective Disadvantaged Business Enterprise (DBE) Program. The EWVRAA has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the EWVRAA has signed an assurance that it will comply with 49 CFR Part 26. The EWVRAA Office Manager has been appointed as the Airport’s DBE Liaison Officer and is responsible for implementing all aspects of the DBE program.
8.4 Joint Ventures

Proposals submitted by a joint venture shall not be considered unless the contractual responsibilities of the parties to the joint venture are clearly and specifically identified.

8.5 Validity Period

The proposal shall be considered valid for the period of time it takes to negotiate a contract with a successful Proponent. This may involve a period of up to 90 days following submittal. If a proposal is not valid for this time period, notification of the valid time period must be made in the letter of transmittal.

8.6 Disclosure of Proposal Data

Access to the EWVRAA’s records is governed by the West Virginia Open Governmental Proceedings Act W.Va. Code §6-9A-1 et seq. and the West Virginia Freedom of Information Act (W.Va. Code §29B-1-1 et seq.). Except as otherwise required by Freedom of Information Law, the EWVRAA will exempt from disclosure records submitted in the proposal which are trade secrets or are maintained for the regulation of commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. Any such records that an Offeror believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as records exempt from disclosure will not assure confidentiality. The specific records must be clearly identified and an explanation submitted as to why they should be exempt. Proposal Forms shall not be designated to be proprietary. The EWVRAA will disregard any proprietary markings on any Proposal Form. Upon a request for records from a third party regarding any records submitted with this proposal for which an exemption was sought the EWVRAA will notify in writing the party involved. The party involved must respond within 10 (ten) business days with a written statement of the necessity for the continuation of such exemption.

8.7 Agreement

The Proponent awarded the contract will be required to execute an Agreement in a form acceptable to the Authority.

8.8 Site Conditions

The site shall be delivered to any successful Respondent(s) in its then condition, “as is”, including, without limitation, subsurface conditions, existing structures, its present use and non-uses, and laws, ordinance and regulations affecting the same. The EWVRAA makes no representation or warranties of any kind, express or implied, in fact or in law, with respect to such condition or the suitability of the site for uses contemplated herein.

8.9 General

All construction on the parcel must conform to any applicable Berkeley County and/or West Virginia State Building and Fire Codes. All construction must comply with standards and design criteria of the FAA, and is subject to the following requirements:

8.10 Utilities

Communications and electric utilities are in close proximity to the site. The Respondent shall arrange for service with the various utility owners. It is anticipated that water, sewer, storm drainage, electrical, and communications systems may be necessary for this project. Increases in utility system capacity as a result of any development will be the responsibility of the successful Respondent(s).

8.11 Design Review

The EWVRAA may engage its contracted “Engineer of Record” to conduct formal design reviews at the conceptual, schematic, design development, and construction document phases of any facility development.

8.12 Site Survey

Detailed design and construction surveys shall be the responsibility of the successful Respondent(s).
8.13 Geotechnical and Environmental Investigation
The successful Respondent(s) will be responsible for all geotechnical and environmental investigation requirements to adequately support project development.

8.14 Permits
The successful Respondent(s) shall be responsible for securing all federal, state, and local permits, licenses, and all other approvals necessary to develop and operate any proposed facility upon the Parcel(s). Commercial business permits shall also be issued by the EWVRAA.

8.15 Aviation Restrictions on Land Development
The successful Respondent(s) shall comply with FAA regulations that impact development on land parcels adjacent to or at runway ends and comply with Terminal Procedures (TERPS) and FAA Part 77 regulations. Obstruction surfaces are depicted in the Airport Layout Plan. Any development must be consistent with criteria and standards set by FAA rules and regulations. FAA regulations require submission of Form 7460-1 when any proposed construction or alteration project occurs having the potential to affect airport operations. The successful Respondent(s) must complete and submit FAA Form 7460-1 prior to commencing any development project.

8.16 Required Designation Fee
After the selection of the preferred developer, the payment of a designation fee of $5,000 per month by the developer to the EWVRAA will be due five days from the date of designation and every month thereafter until the completion of the development and construction of the cargo facilities. The designation fee shall be in addition to any rent that may be due under the terms of the lease. In the event the parties are unable to reach an agreement for a lease, in accordance with a timetable set forth herein, the designation fee shall be forfeited and EWVRAA shall retain all such money without any liability to the developer. The EWVRAA will entertain proposals that provide for the designation fee to be applied to future rent or other financial obligations subject under the lease - provided that the developer completes the development and construction of the air cargo facilities in accordance with the provisions of the lease and is not in default under the lease.

After the selection of a preferred developer or development team, the EWVRAA will enter into negotiations for a Lease Agreement with the selected developer. If negotiations have not been completed within 90 days, the designation of preferred developer shall expire and the designation fee shall be forfeited as set forth above; provided, however that the EWVRAA, at its sole discretion, may extend the negotiating period, if it believes that negotiations are proceeding satisfactorily. At the completion of negotiations, the Lease Agreement will be submitted to the developer by the EWVRAA. The developer shall execute and return the Lease Agreement to the EWVRAA within thirty (30) days.

Failure by the developer to return the properly executed Lease Agreement and/or the failure to make payment of the monthly designation fee may result in the withdrawal of the EWVRAA offer to lease the site. The Lease Agreement will set forth the EWVRAA’s plan to deliver the site, and the developer’s obligations as to the size and character of the development and the construction timetable. Adherence to the construction schedule will be strictly enforced. As conditions precedent to delivery and possession of the site, the Lease Agreement will require that the developer submit to the EWVRAA for its approval, the following:

- Final Schematic Plans and Outline Specifications for the entire development.
- Final Design Plans, Specifications, and implementation schedule for the entire development or including a detailed construction schedule.

8.17 Term
The term of the Agreement(s) to be awarded under this proposal shall be subject to negotiation taking into account such terms as the capital investment and the development schedule. It is anticipated that the award of development rights to some of the southwest quadrant properties could occur in calendar year 2018 or 2019.
8.18 Drawings, Statistical and Other Information
The EWVRAA furnished the information, statistics, and drawings in this RFP for informational purposes only. Proponent shall familiarize itself with the EWVRA and the property to be leased and shall be responsible for complying with all applicable rules, regulations and laws.

8.19 Interpretation and Addenda
No interpretation or clarification regarding this RFP will be made verbally to any Respondent. Requests for interpretation or clarification must be submitted electronically to the Airport Director at ndoran@flymrb.com. When submitting a request for interpretation or clarification, Respondents are encouraged to reference the RFP page and topic number pertinent to the question(s). All questions must be submitted no later than the date and time stated on page two for the submission of questions. Any questions received after that time, at the EWVRAA’s discretion, may or may not be addressed. Interpretation, clarifications or supplemental instructions from the EWVRAA will be in the form of a written addendum, which will be posted to airport website at http://flymrb.com/?q=site-page/procurement.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Respondents are warned that no other source is authorized to give information concerning, explaining or interpreting this RFP.

By submitting a proposal, the Firm/Company agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein. The Firm/Company shall abide by and comply with the true intent of the RFQ and its Scope of Work and shall not take advantage of any unintentional error, ambiguity or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein. Any contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

8.20 Attempts to Influence the Selection Process
Except for clarifying written questions sent to the EWVRAA, all Respondents, including any and all persons acting on their behalf, are strictly prohibited from contacting any employee of the EWVRAA or Board official, on or regarding any matter relating to this RFP from the time the RFP is issued until award.

The EWVRAA reserves the right to disqualify any Respondent who contacts any employee of the EWVRAA or Board official, other than the Airport Director (“the “Point of Contact”), concerning this RFP.

8.21 Qualified to Conduct Business in West Virginia
The Respondent firm/company will represent and warrant that it is now, or will be by the time any contracts are executed with the EWVRAA, incorporated and qualified to do business in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified. Firms submitting applications must either be licensed to do business in West Virginia or affirm that it meets the qualifications to meet any other requirement of doing business in West Virginia.

8.22 Indemnification / Hold Harmless
If a contract is awarded, the successful Firm/Company will be required to indemnify and hold the EWVRAA, its agents and/or employees harmless from and against all liability and expenses, including attorney’s fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Firm’s/Company’s performance of the contract awarded.

8.23 Financial Requirements
The successful bidder shall provide EWVRAA a letter from a national bank, or Certified Public Account or a registered license brokerage firm that the bidder is financially solvent, that it has the financial means to operate an Air Cargo Facility and Service and has $500,000.00 free case available or is able to obtain financing from a national bank in the sum of $500,000.00 and the bidder has the means to repay the debt and obligation.
ATTACHMENT A
NON-COLLUSIVE PROPOSAL CERTIFICATE

By submission of this proposal, each Proponent and each person signing on behalf of any Proponent certifies, and in the case of a joint proposal each party thereto certifies as to his or her own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

a) All itemized cost proposals or any prices contained in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proponent or with any competitor;

b) Unless otherwise required by law, the cost proposals or prices which have been quoted in this proposal have not been knowingly disclosed by the Proponent and will not knowingly be disclosed by the Proponent prior to opening, directly or indirectly, to any other Proponent or to any competitor, and

c) No attempt has been made or will be made by the Proponent to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

SUBMITTAL OF PROPOSAL

The undersigned submits the following proposal, which is in complete conformity with the intent of the proposal documents. The Proponent agrees that should it be awarded a contract on the proposal through the issuance of a contract with the Eastern West Virginia Regional Airport Authority (EWVRAA), it will provide the materials, supplies, equipment or services in strict compliance with the contract documents and any term stipulations herein.

The Proponent agrees that its proposal shall remain effective for a period of 120 days from the formal proposal receipt date.

____________________________________
Proponent

____________________________________
Name

____________________________________
Signature

____________________________________
Title

____________________________________
Date