

Request for Proposals (RFP)

Attachment 4 - Proposer's Application Form

Fixed Base Operation

Chesapeake Regional Airport

PROPOSER'S INFORMATION

All Proposers must complete this application form. The application form must be printed on paper, signed by an authorized representative of the Proposer, and submitted as part of the Proposal.

Some of the questions in this application may not apply to certain Proposers or activities. The Proposer is only expected to complete those sections that are relevant to the Proposer or the proposed activities. Proposer shall complete the application to the best of the Proposer's ability and shall include all information and other materials pertinent to the Proposer and relevant to the proposed activities. If a section or question is not applicable, the Proposer shall insert N/A in the appropriate field. Any Proposal which is incomplete or is not completed in accordance with these instructions may be rejected by the Authority.

In case of a conflict between words and numerals, the words, unless obviously incorrect, shall govern. Tables, charts, diagrams, graphics, photographs, and other exhibits may be attached to the application if desired.

1. PROPOSER'S INFORMATION

A. Proposer's exact legal name: _____

B. Proposer's business or trade name if different:

2. PROPOSER'S OFFER

a. Fixed Base Operator Agreement

Proposer offers to enter into an agreement with the Authority in the form entitled "Chesapeake Regional Airport, FBO Agreement" (Agreement) attached to the RFP and incorporated herein by reference.

b. Rent

Proposer offers to pay to the Authority the rent for each component of the FBO leasehold stipulated in the Proposed 5-Year Rents Worksheet (Attachment 5 — Financial Models).

c. Fees

In addition to the rent, the Proposer offers to pay to the Authority the fees stipulated in the Proposed Fees Worksheet (Attachment 5 - Financial Models)

d. Other

(1) To induce the selection of this Proposal by the Authority, the Proposer hereby makes each and every representation and agreement made by FBO in the Agreement and agrees that the selection of this Proposal shall have the effect provided in the RFP and that effect only.

(2) The Proposer agrees that none of the information and other materials, regardless of the form of communication, provided to the Authority by the Proposer has been provided in confidence. All or any part of the information and other materials provided by Proposer may be used or disclosed by Authority without liability of any kind.

(3) All information and other materials submitted by Proposer are incorporated herein by reference and made a part of this Proposal.

(4) The name and contact information of Proposer's authorized agent for receipt of notices regarding this procurement is:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Facsimile: _____

Email address: _____

3. AFFIDAVIT AND CERTIFICATION.

By signing and presenting this Proposal, the Proposer certifies the following:

This Proposal is on behalf of and for the named Proposer only and not on behalf of any entity not named or disclosed herein. This Proposal is genuine and is not a sham or collusive in any way.

The Proposer has read, understands, and has fully complied with all terms, conditions, and provisions set forth in the RFP, any addenda thereto, and all related materials including, but not limited to, any and all attachments and exhibits.

The Proposer is fully qualified and competent to successfully operate the FBO leasehold and engage in the proposed activities at the Airport. The Proposer will fully comply with all the requirements associated with doing so.

The Proposer has thoroughly investigated all aspects of the FBO opportunity and all related conditions or circumstances and has not relied in any way on any information in the RFP or otherwise provided by the Authority. This Proposal is not conditioned upon any predetermined level of aviation activity or business at the Airport, past, present, or future. Proposer has not relied on any representation of the Authority, its board, employees, or advisors, either orally or in writing, as to the level of aviation activity or business at the Airport before or during the term of the Agreement, nor of any factors that might bear on such aviation activity or business potential including, without limitation, the information provided in the RFP. The Proposal provided herein is based solely on Proposer's own knowledge and investigation of the general aviation industry, the Airport and the FBO opportunity.

The Proposer has submitted an accurate and complete application and has provided all the information requested by the Authority. The Proposer acknowledges that all of the information submitted by the Proposer and that all of the warranties and representations made by the Proposer will be relied upon by the Authority. This Proposal is fully responsive to the RFP and meets or exceeds all the specifications contained in the RFP (unless otherwise expressly indicated by the Proposer in this Proposal).

This Proposal incorporates, by reference, as if fully set forth in this Proposal, the full content of the RFP (unless otherwise expressly indicated by the Proposer in this Proposal).

Neither the Proposer nor its representatives have contacted the Authority, its members, employees, advisors, or any local, state, or federal officials regarding this application, except as specifically provided in the RFP, and the Proposer has taken no action, directly or indirectly, to influence the outcome of this procurement process.

No organization, corporation, or any other Proposer or any potential Proposer has paid any money or provided any other valuable consideration to any party for providing assistance in seeking acceptance of the Proposal or attempting to seek acceptance of the Proposal or fix the proposed terms, conditions, or provisions of this Proposal or any other Proposal of any other Proposer, and hereby states that no such money or other reward will be hereinafter paid.

No officer, director, owner, employee or representative of the Proposer is a federal, state, or local elected or public official or is related to these parties or any employee or officer of the Authority except as noted herein below.

The individual signing this Proposal is duly authorized to act for, on behalf of, and bind the Proposer with regard to this procurement.

4. PROPOSAL DEPOSIT

A proposal deposit in the form of a cashier's check, a certified check or a bid bond issued by a surety authorized to do business in the Commonwealth of Virginia and made payable to the Chesapeake Airport Authority, in the amount of **\$500.00** accompanies this Proposal. Cash or other types of checks will not be accepted.

The Proposal Deposit, which has been included in this Proposal, is submitted to the Authority by the Proposer with the full understanding that:

- a. It guarantees that the Proposer will not withdraw its Proposal for a period of 180 calendar days after the Proposal Submission Deadline (Due Date). If the Proposal is accepted by the Authority, the Proposer will, in a timely manner, enter into the Agreement with the Authority in the form attached to the RFP, provide all other required information and other materials to the Authority, and meet and/or perform all other obligations within 30 calendar days of written notice of award.
- b. The Proposer's failure to enter into the Agreement with the Authority in the form attached to the RFP, provide all other required information and other materials to the Authority, or meet and/or perform all other obligations within 30 days after the date of written notice of the award shall be just cause for cancellation of the award by the Authority and the forfeiture of this Proposal deposit, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained by the Authority.
- c. If the Authority cancels the Proposer's award as a result of the Proposer's failure, the Authority may, at its sole discretion, accept another Proposal or reject all Proposals. If the award is not made to the Proposer, this proposal deposit shall be returned without interest within 28 days after an agreement with the successful Proposer has been executed by the Authority or no later than 180 calendar days after the Due Date, whichever comes first.
- d. If the Authority rejects all Proposals, this Proposal Deposit will be returned without interest within 15 calendar days of the decision to do so.

5. PROPOSER'S ACKNOWLEDGEMENT OF ADDENDA, IF APPLICABLE

The Proposer acknowledges receipt of, completely understands, and has fully complied with all terms and conditions set forth in the Addenda listed below. The Proposer represents that any changes, additions, or deletions to/from the terms and conditions called for in these Addenda are incorporated herein by reference.

ADDENDUM No. _____ **DATE:** _____

ADDENDUM No. _____ **DATE:** _____

SIGNED:

NAME OF PROPOSER _____

NAME OF OFFICER _____

TITLE OF OFFICER _____

DATE SIGNED _____