

Chesapeake Airport  
Authority Request for  
Proposals



Fixed Base Operator Services  
at  
Chesapeake Regional Airport

**RFP # 1**

November 12th, 2021

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## I. OVERVIEW OF THE FBO OPPORTUNITY

### A. Purpose of the RFP

The Chesapeake Airport Authority (the Authority) is issuing this Request for Proposals (RFP) for qualified parties (Respondents) interested in providing Fixed Based Operator (FBO) services at Chesapeake Regional Airport (the Airport) located at 2800 Airport Drive, Chesapeake, Virginia 23323.

This RFP document provides background and general information for Respondents and is to be used as a guideline to develop a proposal. The Airport has an FBO currently operated by the Horizon Aviation Services, Inc.

### B. Airport Location

The Airport is five (5) miles south of the Greenbrier District in Chesapeake, VA. Geographically, it is located in the southcentral portion of the Chesapeake City limits. It is classified as a general aviation (GA) airport within the Federal Aviation Administration's (FAA) *National Plan of Integrated Airport Systems* (NPIAS), an air carrier reliever airport within the *Virginia Air Transportation System Plan*, and a regional Airport within the FAA document *General Aviation Airports: A National Asset*. The Airport contains approximately 500 acres, experiences approximately 37,361 annual operations, and bases 122 aircraft. Access to the Airport is provided by Dominion Boulevard on the west and is bordered by West Road. The published Airport elevation is 19 feet above mean sea level (MSL), with airfield coordinates of 33° 51' 52.8444" N and 98° 29' 30.5916" W (terminal).

### C. Airport Description

The Airport is owned and operated by the Authority. The Airport Runway 05/23 is constructed in blacktop and is 5,500 feet long and 100 feet wide. The runway and taxiway are equipped with pilot-controlled edge lighting, and both runway approaches are PAPI equipped. Runway 05 is equipped with an Instrument Landing System with MALs. Runway 23 has LPV approach. The Airport has blacktop parking aprons with a total of 81 tie down spaces. The ramp pavements are identified for rehabilitation within the next 2 years. The Airport offers twelve (12) Authority-owned hangars of various sizes, offering 88 individual hangar spaces, three (3) hangar spaces measuring 60 ft. by 60 ft. Two hangars totaling 12,000 ft. are identified as FBO leasehold and includes one 80 ft. X 100 ft. line hangar and one 80 ft X 50 ft. maintenance hangar. FBO administration and flight school facility occupies an attached 70 ft. X 30 ft. building. The Airport's GA terminal, accessible from West Road, consists of approximately 6,057 square feet of space. The terminal provides a lounge area, restrooms, conference room, office areas, and flight planning space. This facility is also leased to various local businesses. As of January 1, 2021, there were 122 based aircraft on the airfield.

T-hangar ramp pavements are undergoing a phased rehabilitation. The project is planned for completion within the next 2 years. An airfield lighting rehabilitation project is slated for construction in 2023. Longer term projects include a \$5 million runway and ramp rehabilitation project to begin in the spring of 2025. This work will overlay the existing runway with new bituminous surface. When completed, all the Airport's airfield surfaces will have been reconstructed in the last 16 years. The successful Respondent will be required to accommodate and assist those tenants that have limited access to their hangars during any future construction work.

#### D. General Description of the FBO

There are two hangars available for FBO use with approximately 12,000 square feet available to accommodate aircraft and maintenance activities. In addition, the recent construction has added new tie-down options for transient aircraft. There are two 12,000-gallon fuel storage tanks owned by the Authority to accommodate bulk storage of 100 LL AvGas and Jet-A. There is also a self-service fueling system. Self-fueling by aircraft owners is allowed on the airfield. The Successful Respondent must supply its own mobile fueling equipment. In addition, the successful Respondent will control and manage the self-service fuel concession to include routine maintenance and minor repairs of electronic fuel control systems.

The Successful Respondent must lease office space within the terminal to serve as customer service work centers. The successful Respondent will be required to maintain all leased facilities to federal, state, and local standards, rules and regulations ensuring the most professional environment for users of the Airport.

#### Fuel Farm

The FBO will be responsible for the daily operations of the Authority-owned fuel farm and self-fueling system, including routine upkeep of the electronic components of the fuel system. The Successful Respondent will be responsible for ordering and keeping sufficient quantities of fuel on hand. The FBO will maintain the fuel farm premises, as well as ensure daily quality control inspections/certifications as required by federal, state, and local laws. The FBO shall fully require and enforce all applicable codes applied to above ground fueling storage tanks and systems as required by federal, state, and local laws. The FBO shall provide proper disposal for any and all used oil, fluids, solvents, filters, fueling parts, and hazardous waste as determined by federal, state, and local law. Maintenance and repair costs of bulk storage facilities owned by the Authority shall be shared equally by the Successful Respondent and Authority.

The Successful Respondent may upgrade the fuel bulk facilities at its expense, upon written approval of the Authority. Upon approval and completion of the upgrade, this equipment shall become the property of the Authority. Prior to execution of the FBO Agreement, the Successful Respondent shall submit to the Authority a written Spill Prevention, Control, and Countermeasures Plan that meets regulatory measures identified by all applicable federal, state, and city governmental authorities. The Successful Respondent shall be responsible for all required permitting fees for fueling operations.

A history of fuel sales rounded to the nearest whole gallon follows:

<u>Fuel Sales</u>	<u>100 Low Lead</u>	<u>Jet-A</u>	<u>Total</u>
2016	98,909	56,227	155,136
2017	96,441	44,863	141,304
2018	105,118	41,465	146,583
2019	115,330	43,625	158,955
2020	116,474	29,991	146,465
5 Year Totals:	532,272	216,171	<b>748,443</b>

### Authority-Owned Hangars

The Successful Respondent will be responsible for the routine upkeep and cleaning of its leased hangars. The FBO may sub-lease and collect rental fees on the Authority-owned hangars, in a sub-lease format approved by the Authority. The roof and structure and doors of each Authority-owned hangar will be maintained in its current state by the Authority. All hangar conditions will be "as is" at the time of the RFP. Capital investment by the Authority for upgraded facilities will result in a corresponding increase in rent.

### Minimum Standards

The FBO must adhere to the minimum standards established for the Airport adopted by the Authority in March 2003 and as may be amended from time to time at the sole discretion of the Authority. The minimum standards shall apply to any new and existing agreements. The FBO shall also work to assist Airport staff in identifying any tenant violations of the minimum standards.

### **E. FBO Services**

The Successful Respondent shall provide the following services, support, and amenities:

1. Aircraft fueling (100 LL & Jet A) using Authority-owned bulk storage facilities, completing fuel tank and Fuel Farm inspections as required by national fuel branding standards, and providing supporting documentation to minimize liability claims associated with aviation fuel sales.
2. Aircraft towing and ground handling, including emergency service to disabled general aviation aircraft.
3. Oil dispensing.
4. Employment of the appropriate number of properly trained and/or certified personnel to provide satisfactory FBO services, such as fuel handling, fuel uplift, and professional line service. Fueling certification training, as a minimum, needs to be recognized by the FAA (for example: Safety First, NATA). The Successful Respondent will be required to have a designated individual certified as a Supervisor/Trainer on staff, in addition to lineman certified for fueling.
5. Annual Fire Extinguisher training per FAA requirements.
6. Minimum hours of operation: In accordance with the Airport hours as published in the latest FAA Chart Supplement; currently 13 hours per day, 7 days per week, or such other schedule as may be approved by the Authority. The Successful Respondent may close FBO services on Christmas Day.
7. Clerical/administrative services to handle tenant requests in regard to aircraft handling, billing, and general Airport information.
8. Courtesy vehicles (minimum of two (2) well maintained, licensed, registered and insured).
9. Rental car coordination for those requiring ground transportation options other than courtesy cars.
10. Concierge service to both pilots and passengers.
11. Internet based web page with a listing of services. The web page must link to the Chesapeake Regional Airport web site.

12. If the Respondent proposes not to provide any of the services listed above, Authority approval is required and the Respondent should indicate how it will provide an alternative means of providing the services, or explain why the services should not be provided in the Business Plan listed in Section V.
13. Leased facilities inspection, documentation, and communication of major repair needs.

The Successful Respondent shall be required to provide to the Authority the following financial information in the form and content acceptable to the Authority:

1. Semi-annual operating and financial performance reports in the format approved by the Authority promptly delivered to the Airport Manager;
2. Monthly Bills of lading for all aviation bulk fuel deliveries;
3. Monthly reports of fuel flowage/uplifts in gallons; and
4. Such other financial documentation pertaining to the operation of the FBO as requested by the Authority.

The Successful Respondent shall keep all FBO financial records separate from other non-FBO businesses as it pertains to operations at the Airport.

Subject to the prior approval by the Authority, the Successful Respondent shall provide the following aeronautical services:

1. Aircraft rental;
2. Flight training services (must provide appropriate certifications to provide this service);
3. Airframe and power plant maintenance and repair services with appropriately trained and certified personnel;
4. Avionics repair; and
5. Aircraft management.

Subject to the prior approval of the Authority and upon such conditions as the Authority shall require, the Successful Respondent may provide additional services, including but not limited to:

1. Aircraft sales;
2. Specialized maintenance, (such as upholstery, radio, instrument repair, etc.);
3. Aerial surveying/photography;
4. Snack vending during business hours in the Terminal;
5. Miscellaneous retail products (pilot supplies, promotional items, etc.); and
6. Other types of aviation services not listed.

In order to maintain a fair and equitable airfield environment, the Successful Respondent may not limit tenant access to FBO services through exclusive rights or unequitable fuel pricing. The Successful Respondent must provide the same pricing and discount volumes to all based airfield customers. Similarly, the Successful Respondent may not limit the rights and opportunities of other similar aviation businesses (fuel sales are protected) from operating or relocating to the Airport through exclusive rights or unfavorable lease conditions or unequitable fuel pricing.

## **F. Term**

The term of the FBO Agreement will be five (5) years. At the end of the initial term, subject to the approval of the Authority, the Successful Respondent shall have an option to extend the Agreement for one additional three-year renewal period on such rent as the Authority shall determine.

## **G. Qualifications and Assurances**

To be eligible for consideration, the Respondent must meet the following qualifications:

1. A minimum of five (5) years prior experience in FBO services or comparable experience in providing a commercial aviation related service.
2. Demonstrated financial capability to operate the FBO. Currently hold or be able to obtain all necessary certifications with local, state, and federal government agencies necessary to operate as an FBO.
3. Abide by any and all rules, requirements, or mandates placed upon the City of Chesapeake and the Authority by the FAA, Department of Homeland Security, and the Virginia Department of Aviation including, but not limited to, the Grant Assurances of the FAA and the Terms and Conditions of Virginia Department of Aviation licensure.
4. Abide by all federal, state and local laws, regulations, requirements, ordinances, and rules.
5. Treat all tenants and users of the Airport fairly and equitably in regard to customer service and pricing (policies in place and shared with all staff members). Based aircraft discounted pricing of goods and services shall apply equally to all tenants.
6. Must be an active legal entity, licensed to do business in the Commonwealth of Virginia and the City of Chesapeake within 30 days of approval of the Agreement by the Authority.

## **H. Insurance**

Respondent shall procure and maintain at all times, in full force and effect, a policy or policies of insurance as specified herein, naming the Authority, its assigns, and agents as an additional insured and covering all public risks related to the leasing, use, occupancy, maintenance, existence, or location of the Airport.

Minimum insurance required:

1. General Liability/Product Liability/Completed Operations Coverage: \$1,000,000 each occurrence
2. Hangar Keeper Liability: \$250,000 each aircraft; \$500,000 each loss
3. Workers' Compensation Statutory Requirement

Each insurance policy to be furnished by Respondent shall include the following conditions by endorsement to the policy:

1. Each policy shall name the Chesapeake Airport Authority as an additional insured as to all applicable coverage;
2. Each policy shall require that 30 days prior to the cancellation, nonrenewal, or any material change in coverage, a notice thereof shall be given to the Authority by certified mail. If the policy is canceled for nonpayment of premium, written notice to the Authority is required;

3. The term "Chesapeake Airport Authority" shall include all committees, boards, and individual members, employees, and agents thereof acting in their official capacities and/or while acting on behalf of the Authority;
4. The policy phrase "other insurance" shall not apply to the Authority where the Authority is an additional insured on the policy; and
5. All provisions of the FBO Agreement concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
6. Insurance furnished by the Respondent shall be in accordance with the following requirements:
  - a. Any policy submitted shall not be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the Respondent. The Authority decision thereon shall be final;
  - b. All policies are to be written through companies duly licensed to transact that class of insurance in the Commonwealth of Virginia; and
  - c. All liability policies required herein shall be written with a "per occurrence" basis coverage trigger.

#### **I. Authority Responsibilities**

The Authority will invoice the FBO for the following services:

1. Electricity (actual metered - approximately \$12,000 per year)
2. Propane (actual metered – approximately \$1,500 per year)
3. Bulk trash disposal fee calculated at 1/5 of waste handler's monthly invoice (currently \$255)
4. Leased facilities (Fuel Farm, flight school/administrative building/maintenance hangar, customer service work center, pilot shop, additional office spaces.)

Telephone service, customer Wi-Fi, Respondent internet requirements, and other service billing accounts will be sole responsibility of the Successful Respondent.

In addition, the Authority will provide the following:

1. Major repairs defined as replacement of materials, elements, components, and fixtures to keep the airside and landside facilities in a safe, functional, operating condition. Examples of major repairs include electrical wiring, hangar door motors, adjusting hangar door cables, structural replacement. *H o w e v e r*, the FBO will be responsible for returning leased premises back to their present state for damages caused by the FBO, FBO staff, and FBO customers. The Respondent will be responsible for the first \$100 of individual repairs for incidents within leased spaces per occurrence.
2. Supply major repairs and maintenance to the runways, taxiways, aprons, fencing, airfield lighting, and aircraft movement structures. The FBO will be responsible for returning these items back to their present, functional state resulting from damages caused by the FBO and FBO staff.



3. Radio licenses and access to Virginia Department of Aviation owned UNICOM equipment.
4. AWOS and communication systems associated with the functional operation of the AWOS.
5. Snow Removal

Authority employees, representatives, and contractors shall have the right to enter the premises for the purpose of inspecting the same, for observing the performance of the FBO of its obligations, interviewing tenants, and for doing any act or purpose which the Authority may deem appropriate to do as lessor. The Authority will give reasonable notice of any official inspection and shall not interfere with the right of the FBO to conduct its normal business.

The Authority's employees, representatives, contractors, and furnishers of utilities and other services, shall have the right, at its own expense and cost, for its own benefit, the benefit of the FBO, or the benefit of land lease tenants at the Airport, to maintain existing and future facilities, mechanical, electrical, and other systems, and to enter upon the premises at all reasonable times to make such repairs, replacements, or alterations, thereto as may, in the opinion of the Authority, be deemed necessary.

#### **J. Reserved Rights**

The Authority reserves the right to:

1. Modify or otherwise vary the terms and conditions of this RFP at any time, including but not limited to, deadlines for submission, schedules, and proposal requirements.
2. Waive irregularities in the proposals.
3. Waive the need to interview Respondent.
4. Reject or refuse any or all proposals, or to cancel and withdraw this RFP at any time.
5. Negotiate with any or all Respondents in order to obtain terms most beneficial to the Authority.
6. Accept the proposal, which, in the Authority's sole and absolute discretion, best serves the interests of Airport and its patrons.

#### **K. Governmental Function**

Proposers acknowledge and agree that the Authority is performing a governmental function and is not engaging in a proprietary function. All parties agree that damages in the FBO Agreement are limited only to those authorized under Virginia law and the Authority is not liable for consequential or exemplary damages.

## **II. PROPOSER INSTRUCTIONS**

### **A. Introduction**

Proposer is responsible for undertaking such investigation as Proposer finds necessary to formulate the basis of its Proposal and determine Proposer's ability to comply with this RFP. Proposer shall execute the statement included in Attachment 6 — Proposer's Application Form – as an integral part of its Proposal.

### **B. Investigation of Conditions and Circumstances**

The submission of a Proposal shall be considered conclusive evidence that the Proposer: (i) has read, is thoroughly familiar with, completely understands, and has fully complied with all terms, conditions, and provisions set forth in the RFP and all related materials, (ii) is fully qualified, experienced, and competent to successfully occupy and use the FBO leasehold and engage in the proposed activities at the Airport and is fully aware of, thoroughly familiar with, completely understands, and will fully comply with all the requirements associated with doing so, (iii) has thoroughly, conscientiously, and independently investigated all aspects of the FBO opportunity and all related conditions or circumstances and has not relied in any way on any information or other material conveyed in this RFP or otherwise provided by the Authority, (iv) is fully aware of, thoroughly familiar with, and completely understands the conditions and circumstances that exist in the aviation industry, the community, at the Airport, and in the marketplace, (v) has read, is thoroughly familiar with, completely understands, and will fully comply with all the terms, conditions, and provisions set forth in the draft FBO Lease and Operating Agreement (the "Agreement") (see Attachment 4 — Draft FBO Lease and Operating Agreement), and (vi) has read, is thoroughly familiar with, completely understands, and will fully comply with the Minimum Standards (see Attachment 3 — Minimum Standards).

The final Agreement between the Successful Respondent and the Authority will incorporate, by reference, the Proposer's Statements of Qualifications and Proposal submitted in response to this RFP and all related materials including all attachments, exhibits, etc.

The Authority cannot and does not make any representation or warranty with regard to the information and other material contained in this RFP or otherwise provided by the Authority including the RFP documents and all related materials. The future FBO will be leasing the FBO leasehold (land and improvements) in an "as is," "where is" condition without representations or warranties from the Authority as to the condition or suitability of the land and improvements for engaging in any particular activity or for use by any particular type, category, or class of aircraft. Proposers shall conduct their own independent investigation and analysis and Proposers shall make and rely solely upon their own assessments, judgments, and decisions regarding this FBO opportunity.

### **C. Preparation of Proposals**

Proposals must be complete, accurate, and free from ambiguity or irregularities of any kind. All Proposers must complete the Proposer's Application Form (see Attachment 6 — Proposer's Application Form), print out the completed application, sign the completed Application (in ink), and include the completed application as part of the Proposal. The completed Application Form must be signed by the Proposer or an authorized representative of the Proposer; otherwise, the Proposer may be disqualified and/or the Proposal may be rejected by the Authority. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. Proposer is cautioned to verify and confirm all aspects of its Proposal prior to submittal. Negligence or omission on the part of the Proposer or any party preparing any portion of the Proposal confers no right to withdraw or make changes, additions, or deletions to the Proposal after the Proposal Submission Deadline (defined below).

No claim for adjustment of any of the terms, conditions, and provisions of the Agreement or the Lease shall be honored after the Proposal has been submitted by the Proposer on the grounds that the Proposer was not fully informed and/or did not fully understand these documents or any other documents or any related data, information, and other material.

The Authority shall not, under any circumstances, be responsible for any costs or expenses associated with the Proposal submitted including, but not limited to, research, investigation, development, preparation, duplication, production, collation, packaging, delivery, transmittal, or presentation of the Proposal or any other related information and other material. All costs and expenses incurred by the Proposer in connection with the Proposal submitted shall be the sole responsibility of the Proposer.

### **D. Questions**

Any questions, comments, or requests concerning this RFP (and any of the attachments to this RFP) must be submitted in writing to Mr. Chris Schrantz, Airport Manager, via email ([cschrantz@chesapeakeairport.com](mailto:cschrantz@chesapeakeairport.com)), via facsimile (757-432-8410), or via mail (Chesapeake Airport Authority, Attn: Chris Schrantz, 2800 Airport Drive, Chesapeake, Virginia 23323), and can be submitted for receipt any time prior to 3:00 p.m. (EST) on November 15, 2021 (the "Proposer's Question Submission Deadline"). Proposers are strongly encouraged to submit questions, comments, or requests as early as possible in the process and not to wait until the Proposer's Question Submission Deadline.

The Authority's responses to questions, comments, or requests will be provided in the form of a written addendum # to the RFP. Any addendum issued by the Authority will be provided to all entities who have received the RFP and not later than November 22, 2021.

Oral communications from the Authority or its representatives shall not be binding on the Authority and shall in no way modify any provision of the RFP. Only written responses in the form of a written addendum to the RFP issued by the Authority shall be binding on the Authority. All addenda must be acknowledged by Proposers in the Proposer's Application Form (see Attachment 6 — Proposer's Application Form).

## E. Anticipated Schedule

The anticipated schedule for this RFP process (which is subject to change) follows:

Request for Proposal released	November 12, 2021
Pre-Proposal meeting	November 29, 2021
Proposers Questions Submission Deadline	December 6, 2021
Anticipated response date to questions	December 10, 2021
Proposal Submission Deadline	December 16, 2021
Interviewee Announcement	December 21, 2022
FBO Interview	January 11, 2022
Selection Announcement	January 21, 2022
Commencement of Lease	July 1, 2022

## F. Pre-Proposal Meeting

A pre-proposal meeting will be held at 10:30 AM (local time) on November 29th, 2021 at the Airport (the "Pre-Proposal Meeting"). A familiarization tour of the Airport and the FBO leasehold will be provided during the Pre-Proposal Meeting. No more than three (3) representatives of each Proposer may attend the Pre-Proposal Meeting and tour the Airport and the FBO.

## G. Delivery of Proposals

One (1) original and seven (7) paper copies and one (1) electronic copy of the completed Proposal and any additional or supplemental information and other material must be submitted in a sealed envelope or container, clearly marked on the outside with the words "**Proposal — Fixed Base Operation — Chesapeake Regional Airport**" and must be delivered to the Authority for receipt prior to 2:00 p.m. (EST) on December 16, 2021 (the "Proposal Submission Deadline"). All Proposals shall clearly bear the name and address of the Proposer on the outside envelope and be addressed and delivered to:

Mr. Chris Schrantz, C.M.  
Manager  
Chesapeake Airport Authority  
2800 Airport Drive  
Chesapeake, VA 23323

Any Proposals and any additional supporting information received after the Proposal Submission Deadline regardless of the reason for the delay or any Proposal not properly sealed or marked may not be accepted and may be returned to the Proposer unopened. Proposals may be delivered in person, by certified mail, or delivery service. Fax and email submissions will **NOT** be accepted.

Proposals must conform to the requirements stipulated in the RFP. All Proposals and other materials submitted by Proposer in response to this RFP will become the property of the Authority and shall not be returned to the Proposer. The Authority shall have the right to copy, disclose, publicize, and dispose of the Proposal and all other material. The Authority shall be free to use as its own ideas, concepts, recommendations, techniques, or plans provided by the Proposer without obligation for compensation or liability of any kind.

The Authority is subject to the open record requirements of Virginia law and all materials submitted by Proposer to the Authority are subject to disclosure. All information given as part of any Proposal will remain confidential only to the extent permitted by law and expressly agreed by the Authority in writing. Any proprietary information the Proposer wishes to remain confidential should be clearly identified in the Proposal and shall be accompanied by the legal justification for same. Proposer specifically waives any claims against Authority related to the disclosure of the Proposal and any material submitted if made under a public records request.

#### **H. Proposal Deposit**

A Proposal deposit (the "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 Five Hundred and 00/100 Dollars (\$500.00), must accompany Proposer's Proposal. Cash or other types of checks will not be accepted. Proposals that do not include a Proposal Deposit and a properly executed Proposer's Application Form (see Attachment 6 — Proposer's Application Form) will not be considered. The original Proposal and the Proposal Deposit must be clearly marked "Original Proposal" and "Proposal Deposit."

#### **I. Withdrawal of Proposal**

No Proposal may be withdrawn after it has been submitted to the Authority unless the Proposer makes a request for withdrawal in writing and the request is received by the Authority prior to the Proposal Submission Deadline. No Proposal may be withdrawn after the Proposal Submission Deadline for a period of one hundred eighty (180) calendar days.

#### **J. Prohibition Against Lobbying**

Neither Proposer nor its representatives shall lobby, either on an individual or collective basis, either directly or indirectly, the Authority, its Board members, employees, or advisors, or any federal, state, or local elected or public officials or staff members regarding this RFP or the Proposer's anticipated or actual Proposal. Neither Proposer nor its representatives shall contact the Authority Board, its members, employees, or advisors, or any federal, state, or local elected or public officials or staff members or take (or attempt to take) any action to influence (or attempt to influence) the outcome of the process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of the Proposal in the sole discretion of the Authority. Contact with the Authority and Others with the exception of submitting in writing questions, comments, or requests concerning this RFP to Mr. Chris Schrantz, Airport Manager, on or before the Proposer's Question Submission Deadline, as specifically authorized by the Authority in this RFP, Proposers shall not contact the Authority, its members, employees, or advisors, or any federal, state, or local elected or public officials or staff members regarding this RFP. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, shall be cause for disqualification of the Proposer and/or rejection of the Proposal. While the Authority will be conducting a Pre-Proposal Meeting during which time a tour of the Airport and the FBO will be given and the RFP will be discussed with potential Proposers, the Authority, its Board, employees, or advisors will not discuss the RFP or the FBO opportunity with any potential Proposer prior to the Proposal Submission Deadline.

## **K. No Discrimination**

In its evaluation of Proposals, the Authority shall not discriminate on the grounds of race, creed, color, national origin, sex, age, or physical handicap.

## **L. Disqualification of Proposer and/or Rejection of Proposal**

A Proposer may be disqualified and/or a Proposal may be rejected by the Authority for any one (1) or more of the following reasons:

1. Submission of the Proposal after the Proposal Submission Deadline.
2. Submission of more than one (1) Proposal by any entity under the same or a different name.
3. Collusion among Proposers.
4. Existence of any unresolved claim between the Proposer and the Authority.
5. Proposer (or the proposed operation), for any reason, as determined by Authority in its sole discretion, does not fully meet the qualifications, requirements, or standards including, but not limited to, the Airport's Minimum Standards.
6. The Proposer provides inaccurate or false information or other material or misrepresents any material fact.
7. The Proposer fails to make full disclosure.
8. The Proposer (or an officer, director, agent, representative, shareholder, or employee of the Proposer) has a record of violating federal, state, or local regulatory measures including, but not limited to those established by the FAA, the Commonwealth of Virginia, the Authority or any other airport owner/operator.
9. The Proposer (or an officer, director, agent, representative, shareholder, or employee of the Proposer) has defaulted in the performance of any agreement at the Airport or at any other airport.
10. The Proposer fails to demonstrate that it possesses adequate financial resources or that it is reasonably capable of conducting the proposed activity.
11. The Proposer (or an officer or director of the Proposer) has been convicted of a felony or a crime involving theft, fraud, or dishonesty.
12. The Proposer's interests and/or the proposed activity, use, or improvement is inconsistent with the Airport goals or objectives.
13. The Proposer has made any contact which is prohibited in this RFP with the Authority or any other party.
14. The acceptance of the Proposal will require that the Authority expend funds or supply labor or materials in connection with the proposed activities or improvements that the Authority is unwilling or unable to spend or will result in a financial loss or hardship to the Authority.
15. The Proposer cannot obtain a bond or irrevocable letter of credit in the type and amounts required by the Authority.
16. The Proposer cannot demonstrate its ability to obtain insurance in the type and amounts required by the Authority for the proposed activity and/or improvements.
17. The Proposer seeks terms and conditions which are inconsistent with the RFP and/or the policies and practices of the Authority.
18. The proposed activity, use, or improvement will (i) result in undue interference with aircraft operations or the operations of others; (ii) prevent free access and egress to existing areas; or, (iii) deprive others of the full and unrestricted use of their leased premises.

Any Proposer and its principals (i.e., members, directors, officers, and employees, as may be applicable, depending upon the type of entity) must agree to submit to any background checks deemed necessary by the Authority in its sole discretion.

### **M. Selection Criteria**

Proposer must submit evidence clearly demonstrating that the Proposer is qualified, experienced, and competent and that the Proposer has the ability and financial resources to fully comply with the terms, conditions, and provisions of the draft Agreement and related documents.

Proposers must complete and submit all of the information and other material stipulated in the RFP. Failure to do so will be grounds for disqualification of the Proposer and/or rejection of its Proposal.

The Proposal and any other information and other material submitted by the Proposer will be relied upon by the Authority in making the decision to award the Agreement and must be warranted by the Proposer as true, accurate, and complete.

**Proposals will be evaluated based upon the following criteria without respect to priority or weight:**

<b>#</b>	<b>Element</b>
1	Qualifications and Experience
2	Proposer's Application Form
3	Minimum Annual Guarantee/Fees
4	Operation and Management Plan
5	Staffing/Schedule
6	Marketing/Customer Service Plan
7	Financial Strength
8	Development Plan (If Applicable)

### **N. Selection Committee**

A selection committee will review and evaluate the Proposals received based upon the selection criteria identified in this RFP. After completing the evaluation process, the selection committee will make a recommendation to the Authority and the Authority will award the Agreement to the Proposer that best meets the requirements of the Authority, as determined by the Authority in its sole discretion.

### **O. Interviews**

Proposers may be required to interview with (over the telephone and/or in-person) and/or make a presentation to the selection committee and/or the Authority's Board with the date, time, and location to be determined.

An interview, presentation, and/or provision of additional information or other materials shall not be construed as an acceptance of Proposer's Proposal.

## **P. Additional or Supplemental Information and Other Material**

Proposers may be required to provide additional or supplemental information or other material to the Authority. The Authority has the right to conduct such investigations as the Authority considers appropriate with respect to the qualifications, experience, competency, capacity, ability, or reputation of the Proposer or the information or other material provided by the Proposer.

The Authority has the right to consider, in its evaluation and selection process, such additional information or other material obtained from the Proposer or obtained by the Authority through its own independent investigation.

## **Q. Award of FBO Agreement**

The Authority may award the FBO Agreement based upon the Proposals received without any negotiation with any Proposer.

Conversely, the Authority may negotiate with one or more Proposers before awarding the Agreement. The Authority may discontinue negotiations with any Proposer and/or withdraw any proposed Agreement at any time for any or no reason.

All Proposers will be notified in writing whether or not they have been awarded the Agreement. Within thirty (30) calendar days of the date of the Authority's written notice of the award, the successful Proposer shall execute and deliver the Agreement and Lease to the Authority in the form proposed by the Authority and provide all other required information and other material to the Authority and meet and/or perform all other related obligations.

Upon approval of the Authority, the Agreement and Lease will be executed and returned by the successful Proposer to the Authority. The Agreement and Lease will only be binding when executed by both parties. In the event of a conflict between the Agreement, the Proposer's Statement of Qualifications, the RFP, or the Proposer's Proposal, the Agreement shall govern and control. The Authority reserves the right to cancel the award of the Agreement without liability, except for the return of the Proposal Deposit without interest to the Proposer, any time before the Agreement has been executed by both parties.

## **R. Failure to Execute the Agreement**

Should the successful Proposer refuse or fail to timely execute the Agreement and Lease, the Proposal Deposit submitted by the successful Proposer and any interest that may have been earned shall become the property of the Authority, not as a penalty, but as liquidated damages. Proposers understand and acknowledge that, in such a case, the Authority will incur costs and damages as a result of the successful Proposer's refusal or failure to execute the Agreement and Lease and that such costs and damages are difficult to determine. Upon such refusal or failure to execute the Agreement as required herein, the Authority may accept the Proposal of any other Proposer or withdraw the RFP and not proceed with this procurement. Regardless of whether or not the Authority accepts the Proposal of another Proposer, the defaulting Proposer will not be released from any claims or rights that the Authority may have against the defaulting Proposer pursuant to this RFP.



## **S. Failure to Meet and/or Perform RFP and Other Related Obligations**

If the successful Proposer fails to meet and/or perform its obligations set forth in this RFP and in all other related obligations in a diligent and timely manner, the Authority may, in its sole discretion: (i) withdraw the notice of intent to award the Agreement to the Successful Proposer and issue a notice of intent to award the Agreement to another Proposer; (ii) reject all Proposals (i.e., not award the Agreement to any Proposer); or (iii) take such other action as the Authority deems appropriate.

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### III. PROPOSAL CONTENT

A Proposal should contain the following minimum items:

#### A. General Information

1. Names and qualifications of company officers and owners
2. Company address
3. Brief history and introduction of the Respondent
4. A full description of the Respondent's entity, including organizational chart, and identification of all parties including disclosure of all persons or entities having a beneficial interest in the proposal
5. References of at least 3 clients including current contact information

#### B. Financial Fitness

1. Sufficient proof supporting the Respondent's financial ability to provide FBO services. At a minimum, the Authority will require the most recently completed two (2) years' financial statements prepared by a certified accountant.
2. The Authority reserves the right to request additional information from any of the Respondents, as necessary, regarding financial fitness.

#### C. Business Plan

1. *Operations Plan*: attach a complete and detailed narrative description of the scope of operations you propose to provide. Include the means and methods to be used to operate an FBO in order to provide high quality service to general aviation customers. Include a narrative on assisting tenants that may be inconvenienced by the future ramp rehabilitation project described herein.
2. *Customer Service Plan*: describe your philosophy on customer service and your ability to meet the needs/requests of customers.
3. *Management*: describe your management structure and operating personnel, including proposed job titles and assigned duties for each.
4. *Marketing Program*: describe how you would market the Airport to retain current tenants and attract new general aviation activity to the Airport.
5. *Mobile Equipment*: list and describe the mobile equipment you plan to use.
6. Minimum staffing requirements and proposed schedule to include emergency or after hour service, emergency contact procedures, and processes to train and certify staff in refueling and aircraft handling operations.
7. Provide a pro forma financial statement, cash flow statement, and budget for services to be provided. As part of the proforma submittal, the Respondent must identify all revenue sources to be provided by the Respondent during the terms of the agreement, including but not limited to fuel sales, sub-leased hangar rental, etc.

#### **D. Minimum Annual Guarantee**

The Authority will require a minimum annual guarantee or “base lease rate” plus concession fee of 2% of gross receipts. Gross receipt calculations will not include fuel sales, parts sales or aircraft sales. Fuel sales are addressed as flowage fee calculations. The Authority intends to use this funding to reinvest back into the airside and landside facilities as identified in both the Chesapeake Regional Airport Master Plan and Virginia Department of Aviation Airport maintenance objectives. The Authority will negotiate with the Respondent on the means on which to pay the Minimum Annual Guarantee, and semi-annual installments will be required to be paid, as determined in the Agreement. This minimum guarantee can be defined as the absolute minimum amount of funds paid by the Respondent to the Authority. Flowage fees are not to be included as a component of the minimum guarantee, it can be assumed that the Authority will receive revenue from the Successful Respondent above the minimum guaranteed income paid to the Authority.

The Minimum Annual Guarantee shall be listed on a separate page located in the, Business Plan, item number 7 concerning proforma statements, cash flow statements, and budget. Rationale shall be provided on how the Minimum Annual Guarantee is calculated: profits, percentage of hangar rentals, percentage of gross revenue, etc.

#### **E. Additional Information**

Provide additional information not previously requested that you deem relevant. The additional information shall not exceed one page.

**IV. ATTACHMENTS**

**Attachment 1 – Additional Airport Information**

**Attachment 2 – Minimum Standards**

**Attachment 3 – DRAFT FBO Lease**

**Attachment 4 – Proposer’s Application Form**