

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 4 — 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/or 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 Agreement (see Attachment 4 — Draft Lease and Operating Agreement), and (vi) has read, is thoroughly familiar with, completely understands, and will fully comply with the General Aviation Minimum Standards (see Attachments 3 — Draft General Aviation Minimum Standards).

The final agreement between the future FBO 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 RFQ 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. As such, 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 4 — 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.

No claim for adjustment of any of the terms, conditions, and provisions of the draft Agreement or draft General Aviation Minimum Standards 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, via email (cschrantz@chesapeakeairport.com), via facsimile (757-432-8410), or via mail (Chesapeake Airport Authority, 2800 Airport Dr, Chesapeake, VA 23323), and can be submitted for receipt any time prior to 3:00 p.m. (EST) on April 28, 2023 (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 document and not later than May 4, 2023 notwithstanding circumstances beyond the Authority's control.

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 document. 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 4 — Proposer's Application Form).

E. Anticipated Schedule

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

Request for Proposal released	March 20, 2023
Pre-Proposal Meeting (optional)	April 6, 2023
Proposer's Question Submission Deadline	May 4, 2023
Anticipated Response Deadline for Answering Questions	May 11, 2023
Proposal Submission Deadline	May 23, 2023
Interviewee announcement (if necessary)	May 31, 2023
FBO Interview	June 13, 2023
Selection Announcement	July 12, 2023
Commencement of Lease	January 1, 2024

An optional pre-proposal meeting will be held at 10:30 AM (local time) on April 6, 2023 at the Airport. A tour of the Airport and the FBO leasehold will be provided during the pre-proposal meeting. Failure of the Proposer to attend this optional meeting may disqualify the Proposer. No more than three representatives of each proposer may attend the pre-proposal meeting and tour the Airport and the FBO.

G. Delivery of Proposals

One original and five copies 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 3:00 p.m. (EST) on **May 23, 2023** (Proposal Submission Deadline). All proposals shall bear the name and address of the Proposer and be addressed and delivered to:

Mr. Chris Schrantz, C.M.
Manager
Chesapeake Airport Authority
2800 Airport Dr
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 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**, 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 Application (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 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, 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, 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.

K. Contact with the Authority and Others

With the exception of submitting, in writing, questions, comments, or requests concerning this RFP to Mr. Chris Schrantz, Manager, which is 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.

L. 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.

M. 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 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 established by the Authority.
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.

N. 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 weight:

#	Element
1	Qualifications and Experience
2	Proposer's Application Form
3	Market Assessment
4	Operational Plan
5	Management Plan
6	Marketing Plan
7	Financial Plan
8	Development Plan (If Applicable)

0. 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 who best meets the requirements of the Authority, as determined by the Authority in its sole discretion.

P. 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 Board with 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.

Q. 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, competencies, capacities, abilities, 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.

R. Award of FBO Agreement

The Authority may award the 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 30 calendar days of the date of the Authority's written notice of the award, the successful Proposer shall execute and deliver the Agreement 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 to the successful Proposer to the Authority. The agreement 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.

S. Failure to Execute the Agreement

Should the successful Proposer refuse or fail to execute the agreement, 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. Proposer understands and acknowledges 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 that such costs and damages are difficult to determine. Upon such refusal or failure to execute the agreement, 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.

T. Failure to Meet and/or Perform 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.