



**REQUEST FOR PROPOSALS (RFP)
FOR THE INSTALLATION AND OPERATION OF AN
ELECTRIC AIRCRAFT CHARGING STATION
AT THE LEESBURG EXECUTIVE AIRPORT**

ISSUE DATE: Friday, August 16, 2024

RFP NO.: 100710-FY25-13

QUESTIONS DUE: Thursday, September 12, 2024 at 5:00 p.m.

PROPOSALS DUE: **Tuesday, September 24, 2024 at 3:00 p.m.**

DELIVERY ADDRESS: Town of Leesburg, Virginia
Town Attorney's Office
25 West Market Street
Leesburg, VA 20176

CONTACT: Scott Coffman, C.M.
Airport Director
Town of Leesburg, Virginia
Phone: 703-737-7125
Email: scoffman@leesburgva.gov

NOTICE OF ADDENDA: Any addenda to this RFP will be posted on the Town's Bid Board (<http://www.leesburgva.gov/bidboard>) and will only be emailed to those firms who have REGISTERED on this site. It is the firm's responsibility to provide a correct email address and to be aware of any addenda.

1.0 INTRODUCTION

The Town of Leesburg (“Town”) is soliciting sealed proposals from interested vendors (an “Offeror”) desiring to design, install, and operate a DCFC (Direct Current Fast Charger) Electric Aircraft Charging Station(s) at the Leesburg Executive Airport. The Town seeks Offerors that demonstrate experience successfully developing, installing, and maintaining a network of Electric Aircraft Charging Stations. The successful Offeror will be required to provide and operate a minimum of one single-port DCFC Electric Aircraft Charging Station capable of providing electric vehicle charging services to the public.

2.0 BACKGROUND

The Leesburg Executive Airport (JYO) is a public-use airport owned and operated by the Town of Leesburg, Virginia. It is designated a General Aviation Reliever Airport and is located 35 miles west of Washington D.C. The Greenway toll road provides convenient access from the Airport to the Dulles Technology Corridor, Washington D.C., and Northern Virginia communities.

According to control tower reports, the Airport sees more than 85,000 take-offs and landings each year and has approximately 275 based aircraft. Airport facilities include a 5,500’ x 100’ runway, perimeter fencing, and an 18,000 square foot public terminal with US Customs clearance facilities. Runway 17 is equipped with an Instrument Landing System to allow aircraft operations during periods of instrument meteorological conditions. An air traffic control tower operates 10-hours daily.

3.0 SCOPE OF SERVICES

Through this RFP, the Town intends to enter into a Lease Agreement for the development, installation, and operation of one or more Electric Aircraft Charging Stations at the Leesburg Executive Airport. **Specifically, the purpose of this RFP is to solicit proposals for the development, installation, and operation of one single-port DCFC Electric Aircraft Charging Station at the Leesburg Executive Airport** (the “Project”) and further described in this RFP. The proposed installation should be located airside, compatible with both aircraft and electric vehicles, and fit for the aviation environment. The charging station should be Combined Charging Standard 1 (CCS1) Compliant and charging services shall be available for purchase by the public at a reasonable cost.

The airport has selected a preferred location on the airport’s north apron for the initial charging kiosk and supporting electrical equipment (see *Figure 1*). An additional location may be considered at the airport’s south apron where conduit has previously been installed under the apron (see *Figure 2*). The charging kiosk(s) shall be located airside, adjacent to a common-use aircraft parking apron. The aircraft parking apron is excluded from this RFP and shall remain common-use subject to the Airport Rules, Regulations, and Minimum Standards. Offerors should include a description of how the charging station(s) will be operated and maintained.

Each potential Offeror should perform its own investigations and make its own assessments as to the extent and nature of the facilities and/or business suited for the Airport while adhering to the minimum standards as set forth in the Airport Rules, Regulations, and Minimum Standards, as well as the Airport requirements stated in the Airport Rules and Regulations, applicable FAA and Virginia Department of Aviation regulations and orders, Airport Improvement Program Grant Assurance, applicable FAA

Advisory Circulars, and other applicable requirements. The Town will not consider any Proposal that does not meet the minimum requirements set forth in the Airport's Rules, Regulations, and Minimum Standards.

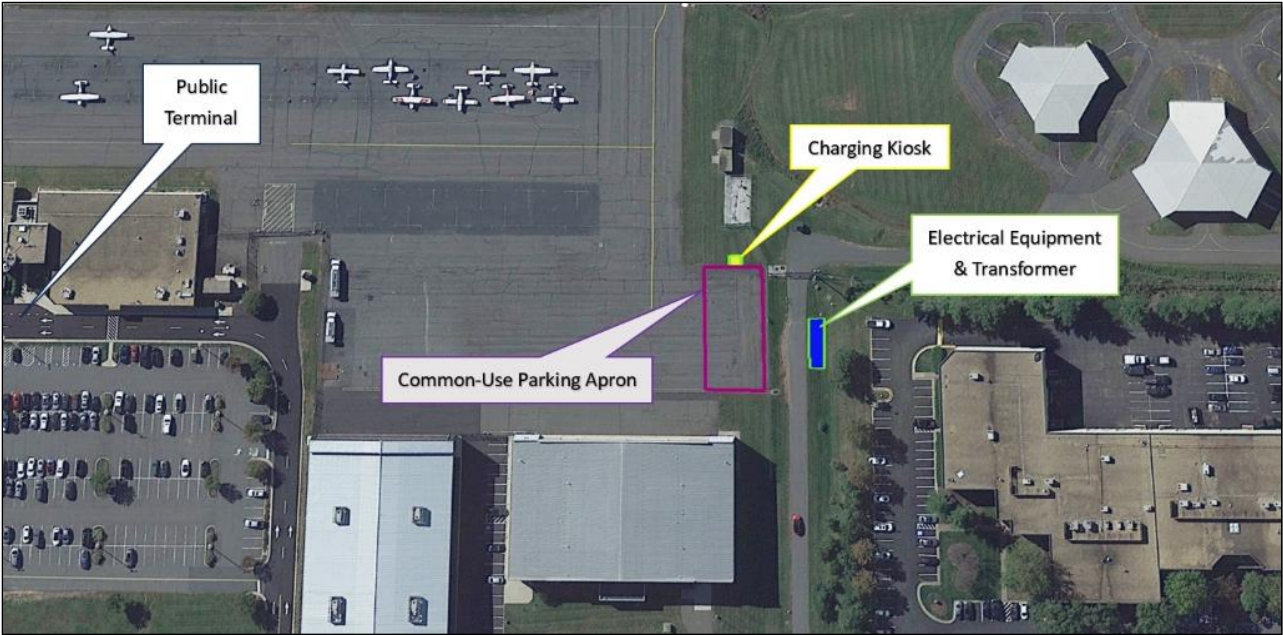


Figure 1

The Commission and Airport staff will make a recommendation of an award to the Leesburg Town Council. The final determination of an award will be made by the Council. Offerors may be required to make a personal presentation of their Proposal before the Commission and Airport staff. Before an award is made, the Lease must be advertised to the public and approved by Council. Pursuant to Virginia Code § 15.2-2100 et seq., the Town must invite bids for the Lease and shall award the Lease to the highest bidder unless some reason affecting the interest of the Town makes it advisable to accept a lower bid.

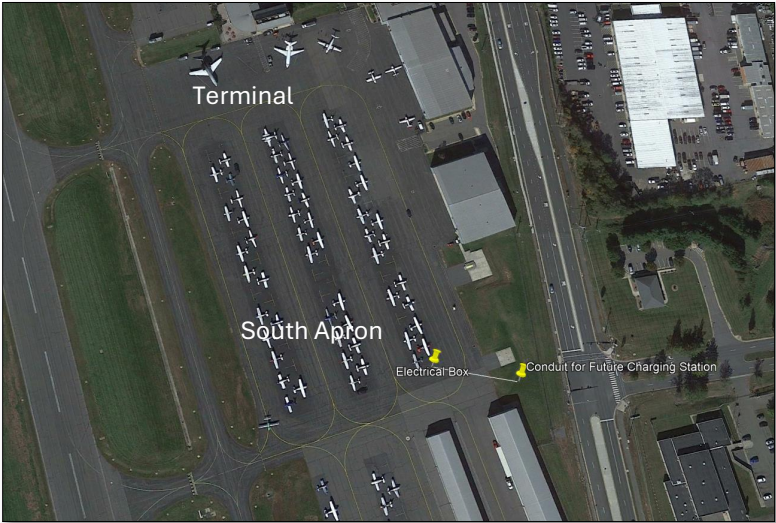


Figure 2

The FAA and Virginia Department of Aviation must approve of all construction including environmental study (as required) and FAA obstruction analysis (FAA Form 7460) and construction. All construction on the Airport will be required to meet or exceed applicable construction and engineering standard for airport facilities as required under applicable FAA guidelines and will be required to be commenced and completed within the specified time frames as provided in the Lease Agreement.

For each charging station location, the Lease Agreement shall provide for a ground rental rate of five hundred dollars (\$500.00) per year plus a % Margin Sharing. The Offeror is responsible for reading the draft Lease included in the RFP, and accepting the terms and conditions outlined in the Lease prior to submitting a proposal. The Lease Agreement may be negotiated, but such negotiations are subject to and must be consistent with Town ordinances, Federal Aviation Administration Advisory Circulars, Code of Virginia, the Statewide Building Code, Loudoun County Building Code, and the Leesburg Executive Airport Rules, Regulations, and Minimum Standards. The Offeror shall include any suggested revisions to the draft Lease in a track-changes format in their bid proposal for consideration by the Airport Commission and Airport staff. There is no guarantee that any exceptions to the RFP will be accepted by the Town.

A. TERM OF AGREEMENT

The initial term of the Lease Agreement shall be 10 (ten) years. After the initial term, the agreement will renew automatically for additional one (1) year periods until cancelled by either party with written notice (see Lease Agreement).

B. DEFINITIONS

Undefined terms have their common meanings appropriate to their context.

1. **Acceptable Surety:** For any bond required under this RFP, an acceptable surety may be any of the following:
 - a. Corporate surety bond in form acceptable to the Town Attorney; or
 - b. Irrevocable letter of credit in form acceptable to the Town Attorney; or
 - c. Certified check or cash escrow.
2. **Airport Commission (“Commission”):** means the Leesburg Executive Airport Commission as created by Section Sec. 2-223 of the Town Code.
3. **Town’s Agent:** The Town employee or position listed on the cover sheet of this RFP.
4. **Town/Owner:** The Town of Leesburg, Virginia or its actually authorized agents. Unless the context clearly requires otherwise, such as for an affirmative vote of the elected body, the Town Manager, or other designee of Town Council “Council” may always act on behalf of the Town. Under Virginia law, no employee or agent may bind the Town unless he or she has actual authority to do so; the doctrine of apparent authority has no application to municipalities.

5. **Due Date:** The date stated on the cover page of this Request for Proposal (RFP) for receipt of Proposals.
6. **FAA:** The Federal Aviation Administration.
7. **Lease Policy:** Code of Virginia, Chapter 21, Franchise; Sale and Lease of Certain Municipal Public Property; Public Utilities (§§ 15.2-2100 through 15.2-2160)
8. **Insurance:** Has the meaning given in Virginia Code § 38.2-100.
9. **Nominal Value:** Having a fair market value or potential fair market value of no more than five dollars (\$5.00). Something has potential value if it may produce value in the future. Examples of items with potential value include lottery tickets, stock in privately held companies, and business opportunities.
10. **Offeror/Proposer:** Any individual, company, firm, corporation, partnership or other entity submitting a Proposal on RFPs issued by the Purchasing Agent and offering to enter into a Lease Agreement with the Town.
11. **Proof of Insurance:** A copy of the relevant portions of the insurance declaration page, or its equivalent, showing continuing coverage at the required amounts.
12. **Proposal:** The submission by an Offeror indicating its understanding of the terms of a Lease Agreement, how it plans to meet the obligations under the Lease and how it is qualified to meet those obligations.
13. **Request for Proposal (RFP):** A request which is made to prospective suppliers (offerors) for their proposal for something desired by the Town (in this case, an electric charging station). The issuance of an RFP will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the Lease.

C. COMPETITION INTENDED

It is the Town's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Town Agent in writing if any language, requirements, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. Such notification must be received by the Town Agent or appointed designee not later than seven (7) days prior to the Proposal due date.

D. TYPE OF AWARD

The Town of Leesburg expects to award a Lease Agreement.

E. ORDER OF PRECEDENCE

A Lease by the Town is governed by the Code of Virginia, Chapter 21 (15.2-2100 to 15.2-2160). If an inconsistency exists between the Specifications of this RFP, the General Provisions, draft

Lease, or Technical Specifications of this RFP, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1. The Lease Agreement,
2. The Specifications of this Request for Proposal (Section II), except to the extent modified through negotiation,
3. The General Provisions of this Request for Proposal (Sections I, III-VI)

II. SCOPE OF SERVICES

A. SCOPE OF SERVICES

1. Through this RFP, the Town intends to enter into an Agreements for the development, installation, and maintenance of one or more Electric Aircraft Charging Stations at the Leesburg Executive Airport. **Specifically, the purpose of this RFP is to solicit Proposals for the development, installation, and maintenance of at least one single-port DCFC Electric Aircraft Charging station at the Leesburg Executive Airport (together, the “Services”) and further described in this RFP.** The proposed installation should be located airside, with sufficient charging cable length to service aircraft, compatible with all EV’s, and fit for the aviation environment.
2. This RFP invites each potential Offeror to perform its own investigations and make its own assessments as to the extent and nature of the facilities and/or business suited for the Airport while adhering to the minimum standards as set forth in the Airport Rules, Regulations, and Minimum Standards, as well as the Airport requirements stated in the Airport Rules and Regulations, applicable FAA and Virginia Department of Aviation regulations and orders, Airport Improvement Program Grant Assurance, applicable FAA Advisory Circulars, and other applicable requirements.
3. The Town will not consider any Proposal that proposes to use or includes off Airport or “through the fence” property that is not located within the Airport property boundary as shown on the Airport Layout Plan.
4. The Town will not consider any Proposal that does not meet the minimum requirements set forth in the Airport Minimum Standards.
5. The Airport Commission and Airport staff will make a recommendation of an award to the Leesburg Town Council. The final determination of an award will be made by the Council. Offerors may be requested to make a personal presentation of their Proposal before the Commission and Airport staff. Before an award is made, the Lease must be advertised to the public and approved by Council. Pursuant to Virginia Code § 15.2-2100 et seq., the Town must invite bids for the Lease and shall award the Lease to the highest bidder unless some reason affecting the interest of the Town makes it advisable to accept a lower bid.
6. The initial term of the Lease will be 10 years.
7. Additionally, the successful Offeror shall provide to the Town for each improvement to be constructed, payment and performance bonds or other appropriate security approved by the Town,

equal to at least 100% of the total of the contract price for that improvement, in a format that is approved by the Town Attorney.

8. All construction on Airport will be required to meet or exceed applicable construction and engineering standard for airport facilities as required under applicable FAA guidelines and will be required to be commenced and completed within the specified time frames as provided in the Lease Agreement.
9. **The draft Lease provided in this RFP provides for a fixed ground rental payment of five hundred dollars (\$500.00) per year and % Margin Sharing for each charging station.** The Offeror is responsible for reading the draft Lease included in the RFP, and accepting the terms and conditions outlined in the Lease prior to submitting a proposal. The Lease Agreement may be negotiated, but such negotiations are subject to and must be consistent with Town ordinances, Federal Aviation Administration Advisory Circulars, Code of Virginia, the Statewide Building Code, Loudoun County Building Code, and the Leesburg Executive Airport Rules, Regulations, and Minimum Standards. The Offeror shall include any suggested revisions to the draft Lease in a track-changes format in their bid proposal for consideration by the Airport Commission and Airport staff. There is no guarantee that any exceptions to the RFP will be accepted by the Town.
10. The Premises to be covered by the Lease will encompass only the land for which Offeror furnishes a plan for development of its charging equipment. Approximate location is shown on the attached Exhibits 1 and 2. The Premises will not include the adjacent common-use aircraft parking apron. Aircraft using the charging equipment may park on the common-use aircraft parking apron on a first-come first-serve basis.
11. The selected Offeror shall finance, design, construct, and manage the electric aircraft charging station(s) at no cost to the Town including construction of all site work, utilities, telecommunications, and other work as required for a fully functioning system. The charging station(s) shall not impinge up FAR Part 77 surfaces, taxiway safety areas, or taxiway object free areas (OFA) and shall conform to FAA, Loudoun County, and Town building standards, unless a waiver is granted by the Town. Proposed construction shall be consistent with the Airport Layout Plan as approved by the FAA and Virginia Department of Aviation. If a modification of the Airport Layout Plan is required, such modification must be approved by the Town, FAA, and Virginia Department of Aviation, including any required environmental study or evaluation.
12. The selected Offeror will finance, design, and construct all required utility connections and required extensions including telecommunications and electrical power, as well as any storm water management features (if required) at no cost to the Town.

B. COMMUNICATIONS ABOUT AND REVISION OF SPECIFICATIONS; RESPONSIBILITY OF OFFEROR

1. An Offeror may submit questions and comments regarding this RFP only to the Town Agent. To receive an answer, the Offeror must submit all questions and comments in writing no later than seven (7) days before the due date. The Town Manager, Town Agent or Town Agent's designee may also issue clarifications or modifications of the terms of the RFP even if no Offeror requests it.

2. Only the Town Manager, Town Agent or Town Agent’s designee may revise the terms of the RFP. If the Town revises the terms of the RFP, it will do so in the form of an addendum to the Request for Lease Proposal posted on the Town of Leesburg’s website at www.leesburgva.gov. Each Offeror has the responsibility to insure it has any addenda that have been issued in connection with this RFP. The Offeror will not rely on any information provided orally, or from anyone other than the Town Manager, Town Agent or Town Agent’s designee.
3. Each Offeror bears responsibility for thoroughly examining this RFP in its entirety. If an Offeror has any questions or comments regarding the proper meaning or intent of any aspect of the RFP or finds discrepancies in the plans and/or specifications, then it shall submit all such questions and comments in writing to the Town Agent.
4. By submitting a Proposal in response to this RFP, the Offeror represents that it has thoroughly examined this RFP and all its attachments and incorporated documents, that it has submitted any and all questions and comments it may have regarding the meaning or interpretation of this RFP to the Town in the manner prescribed herein, and that the Offeror understands the terms and conditions of the RFP.

C. METHOD FOR MAKING SUBMISSION

1. The Offeror shall submit to the Town Attorney’s Office one (1) original and one (1) copy of their Lease Proposal. Offerors shall submit with their Proposal all pages of the completed Proposal Submission Form herein. The Offeror shall make no other distribution of the Proposal. Lease proposal shall be submitted to:

Town of Leesburg
 Attn: Town Attorney’s Office
 25 West Market Street
 Leesburg, VA 20176

No later than 3:00 PM local time September 24, 2024.

The Lease Proposal submissions with all the forms must be returned in a sealed envelope or packaged and identified with the following information on the envelope or package.

From:

| | | |
|-------------------|----------------|------------|
| Name of Offeror | Due Date | Due Time |
| Street/Box Number | RFP Title | |
| City | State/Zip Code | Town Agent |

Lease Proposals sent via express delivery service should be sealed in an envelope inside the express container. The Offeror assumes the risk that an envelope not properly marked will be mistakenly opened, and thus rendered ineligible for consideration. No responsibility shall attach to the Town for the premature opening of a Proposal not properly addressed and identified as specified herein.

The Town will not make any adjustments to the Proposal based on additions or deletions on the outside of the envelope. Faxed or emailed Proposals are not allowed.

2. Determination of deadline:

The official time used in the receipt of Lease Proposals is local time. Each Offeror must deliver its Proposal before the minute stated on the cover page of this Request for Lease Proposal. For example, a due time of 2:30 means that a Lease Proposal delivered at 2:29 is timely and one delivered at 2:30 is late.

3. Place for submission:

Lease Proposals must be received at the place stated on the cover page of the RFP. Offerors who use a delivery company, U.S. Mail, or courier bear the risk that the Proposal may not be received at the correct location by the deadline.

4. Extension of deadline:

Before the deadline passes or if the Town receives no Lease Proposals by the due date, the Town may extend the date and time for receipt of Lease Proposals or change the location of the receipt of Proposals if it believes it is necessary and in the best interest of the Town. If that happens, Offerors will be notified of the new date and time or new location and Lease Proposals already received will not be opened until the new date and time. If the Town of Leesburg or Leesburg Town Hall is closed unexpectedly on a Lease Proposal due date, the Lease Proposals will be opened at the same time and place the next business day that the Town Hall is open, or else notice will be provided by addendum of a new due date, time, and place.

5. Process for receipt of Proposals:

The Mayor shall receive and open the Lease Proposals and read aloud the names of the Offerors who submitted Proposals during a scheduled Town Council meeting. Thereafter, the provision on Examination of Documents herein applies to the release of Proposal data.

D. GENERAL PROPOSAL PREPARATION INSTRUCTIONS

1. All information requested should be submitted. Failure to submit all information requested may result in the Town requiring prompt submission of the missing information, and or giving a lowered evaluation of the Proposal. Lease Proposals that are incomplete or lack key information may be rejected by the Town. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Lease Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Each copy of the Lease Proposal should be bound or contained in a single volume where practical. All documentation submitted with the Proposal should be contained in that single volume.

4. Ownership of all data, materials and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subjected to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to the public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire Proposal document, line-item prices and/or total Proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the Proposal. The Town is not responsible for any expenses incurred by an Offeror in preparing and submitting a Proposal. By submitting its Proposal, the Offeror agrees not to claim as proprietary any site plan layout or architectural drawings submitted with a Proposal so as to be exempt from public disclosure; however, the Town will not allow the copying of architectural drawings except to the extent that such copying constitutes fair use.
5. The Offeror shall comply with all procedural instructions that may be issued by the Town.

E. LEASE PROPOSAL PREPARATION INSTRUCTIONS

Lease Proposals should be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of the Offeror to provide the required services. Failure to provide all of the information requested will result in the rejection of the Lease Proposal and finding the Offeror nonresponsive to the RFP. Lease Offeror are required to submit the following items for a complete Lease Proposal arranged in order, tabbed, and with a table of contents:

- a. **Narrative** – Provide a brief narrative about the Offeror’s experience in electric vehicle charging and your vision for the project. Include a timeline for installation, maximum output of the charging equipment, how end-users will operate the equipment, and any other important information.
- b. **Site Plan** – Provide a conceptual site plan showing the approximate location of the charging equipment, location of aircraft parking relative to charging kiosk(s), and connection to outside utility provider.
- c. **Maintenance Plan** – Provide information on how the equipment will be monitored, serviced, and repair response time to ensure near-100% availability of the service.
- d. **Financial Information** – Provide the following financial information:
 - Development Cost Estimate
 - Operating Pro-forma (includes proposed lease term, ground rent, and % margin sharing)
 - Proposed % of Station Margin Sharing to be paid to the Airport.
 - Financing Plan, if applicable
 - Financial Statements
 - i. Three years of company’s audited financial statement and interim financial statements if the prospective company is 6 months into another fiscal year.

- ii. If audited financial statements are not available, then the company should provide CPA reviewed or compiled statements supported by signed company tax returns and signed interim financial statement if the prospective company is 6 months into another fiscal year.
 - iii. If the company is less than two years old then the following must be provided: 1) Three years of cash flow projections 2) Three years of projected balance sheets, and profit and loss statement 3) Evidence of equity and its sources 4) Schedule of debt and schedule of future debt needed to finance the project 5) Bank reference to include contact information
- e. **Criminal History** – The Offeror shall provide a statement that the officers and on-site management team have/have not been convicted of any criminal activity or aviation violations within the last ten (10) years.
- f. **Business References** – Provide three (3) persons or firms with whom the Offeror has conducted similar business transactions during the past three years. Please provide names, phones numbers and addresses.

If the Proposal is being made by a subsidiary of a parent company or corporation, such subsidiary may submit the required financial information for the parent company, provided such parent company is bound jointly with the subsidiary in the Proposal and, if the subsidiary is awarded an Lease agreement, the parent company must acknowledge its joint obligations with its subsidiary and the Proposal must be accompanied by a certified copy of a resolution by the Board of Directors of the parent company authorizing such joint obligations.

F. OFFEROR CERTIFICATIONS

1. The Offeror shall certify, through its submission and signature on the Lease Proposal, that the following statements (paragraphs a. – f. inclusive, collectively “the Certifications”) are true and not misleading:
 - a. That its Proposal is made without any kickbacks or inducements or any prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal, and is in all respects fair and without collusion or fraud;
 - b. That it is not currently debarred by the Federal Government, Commonwealth of Virginia or the Town from submitting Proposals or bids on contracts, nor is the Offeror an agent of any person or entity that is currently so debarred;
 - c. That it has not offered or conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than Nominal Value or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged;

That to the best of its knowledge no Town official or employee having official responsibility for this RFP or member of his or her immediate family has received or will receive any financial benefit of more than Nominal Value or minimal value relating

to the award of this Lease. If such a benefit has been received or will be received, this fact shall be disclosed with the Proposal or as soon thereafter as it appears that such a benefit will be received;

- d. That it has submitted a single Lease Proposal. For purposes of this provision, the term “Offeror” includes all departments and divisions of a Business and all its Affiliates; and
- e. That it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations if the Town awards it a Lease, and that it will not have any claim or right to cancellation or relief from the Lease because of any misunderstanding or lack of information.

2. Duty to supplement:

If the Offeror becomes aware of any information which makes any part of the Offeror’s Certifications no longer accurate or complete or reveals that any part of my previously submitted information is misleading, the Offeror will immediately bring that information to the attention of the Town Agent.

3. Penalty for false certification:

The Town may declare an Offeror to be non-Responsible if the Town discovers that the Offeror’s Certifications contain any materially false statement.

III. EVALUATION OF RFP

A. REQUIRED ELEMENTS OF LEASE PROPOSAL PACKAGE

To be considered, a Lease Proposal must contain the completed Lease Proposal Submission Form(s) and any other documents, samples, or information required by the terms of the RFP. Any Offeror which submits a Lease Proposal agrees that such Proposal becomes the property of the Town and all costs incurred for its preparation are the responsibility of the Offeror.

1. Required permits and licenses:

- a. By submitting a Lease Proposal, Offeror represents that it will have all necessary federal, state and local permits and all necessary licenses, including licenses to use intellectual or real property. The date that Offeror shall have the necessary licenses and permits is the date of installation of the DCFC.

2. Acknowledgment of receipt of all addenda:

The Offeror must acknowledge receipt of addenda on the Lease Proposal Submission Form unless such failure to acknowledge constitutes an informality.

B. EVALUATION CRITERIA

1. Lease Proposals will be evaluated by the Town using the following criteria:

| CRITERIA | MAXIMUM POINTS |
|---|----------------|
| a. Plan of Operations. Strength/quality of overall plan to provide electric aircraft charging services, including considerations related to ease-of-use for the public, responsiveness to maintenance outages, and compatibility with aircraft. | 25 |
| b. Relevant Experience and Financial Capability. Experience and financial capability to properly operate and provide electric aircraft charging services for the term of the lease. Successful experience with development and operations of aircraft or vehicle charging facilities at comparable airports. References. | 25 |
| c. Capital Improvements. Quality and value of the investment to the Town, the Airport, and Airport users of construction, and capacity to develop Airport property as proposed. Efficient use of the leased area. Proposed utilization of site and layout facilities. Fast charging equipment and output capacity. Development timeline for construction and phasing of the project. | 25 |
| d. Total Estimated Revenue and Financial Ability. Estimated revenue that the Airport will receive from % Station Margin Sharing. | 25 |

Total Possible Score (100)

C. DETERMINING IF OFFEROR IS RESPONSIBLE

1. Award only to a “Responsible Offeror”:

The Town will only award a Lease to an Offeror that, through evidence submitted or information available to the Town, has shown that it has the capability, in all respects, to perform fully the Lease requirements and the moral and business integrity and reliability that will assure good faith performance. Prequalification by an entity other than the Town is not relevant to this determination.

2. Additional information:

If the Town requests it, the Offeror must present, within two business days, evidence satisfactory to the Town of the Offeror’s ability to perform the Lease and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of

this RFP and any resulting Lease. The Town reserves the right to inspect the Offeror's physical facilities (if any) and conduct additional investigation prior to award to satisfy questions regarding the Offeror's capabilities.

3. Offeror in default:

No Lease Proposal will be accepted from or Lease awarded to any Offeror that is in arrears, or is in default to the Town upon any debt, or that is a defaulter as surety or otherwise upon any obligation to the Town, until all such debts are paid.

D. PROPOSAL ACCEPTANCE

Offeror agrees and understands that (except to the extent of the requirement to indemnify the Town for costs incurred in protection of the Offeror's confidential information) there is no binding agreement, no contractual relationship, no understanding nor mutual assent until a Lease is executed and exchanged by and between the Offeror and the Council. Only the Council has the authority to award a Lease.

IV. AWARD OF CONTRACT

After proposals are opened by the Mayor, the Council will refer all proposals to the Airport Commission for review and recommendation by the staff.

V. FORM OF LEASE AGREEMENT

A. USE OF TOWN LEASE AGREEMENT

The Town will use a Lease Agreement in the form of the attached draft (Exhibit 2)

VI. MISCELLANEOUS

A. AUTHORITY OF AGENTS

1. Offeror's agent:

Each Lease Proposal, and any Lease, must be signed by a person authorized to bind the Offeror to a valid Lease with the Town. For a sole proprietorship, the principal may sign. The Town may require that any agent submit a power of attorney or other appropriate documentation showing the authority of the agent to act on the Offeror's behalf.

2. Town's Agent(s):

The Town Manager, or Town Agent have the final responsibility and full authority for issuance of requests for lease proposals, negotiations, placing and modifying invitations, requests and recommendations of award issued by and for the Town of Leesburg. No other Town officer or employee is authorized to add to, vary, or waive terms of the RFP, or in any way obligate the Town for indebtedness. The Town will not honor or ratify any void action of its employees or agents.

B. EXAMINATION OF DOCUMENTS

Except as provided herein, all proceedings, records, Lease and other public records relating to transactions shall be open to the inspection of any citizen or representative of the news media in accordance with the Virginia Freedom of Information Act.

1. Estimates: Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
2. Prior to award: Any Offeror upon request shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award, unless the Town decides not to accept any of the Proposals and to reissue the RFP. Otherwise, Proposal records shall be open to public inspection only after award of the Lease. Any inspection of Procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
3. No requirement to state reasons for rejection: Nothing contained in this RFP shall be construed to require the Town to furnish a statement of the reasons why a particular Lease Proposal was not deemed to be the most advantageous to the Town.

C. NONDISCRIMINATION; PARTICIPATION OF SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES AND SERVICE DISABLED VETERAN-OWNED BUSINESS AND EMPLOYMENT SERVICES ORGANIZATIONS

1. In general: The Town does not discriminate against Offerors on the basis of race, religion, color, sex, sexual orientation or gender identity, national origin, age, disability, status as a service disabled veteran, political affiliation, nor does it discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except as permitted or required by law, or impair, diminish, or discourage the exercise of religious freedom. Any Offeror believing that it or another Offeror has been discriminated against on that basis should immediately make the Town Agent aware of the basis for that belief.

D. AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to Virginia Code §2.2-4311.2, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Proposal a statement describing why the Offeror is not required to be so authorized. Any Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Town Manager. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov>. Offerors should consult the Code of Virginia for more information.

VII. LEASE PROPOSAL SUBMISSION FORM

Offerors shall include in their RFP submission the proposed rents and fees to be paid to the Town in the following format:

LEASE PROPOSED ANNUAL RENT AND % OF STATION MARGIN TO BE PAID

\$500.00 Annual Ground Rent Per Charging Station location plus

_____ **% of Station Margin (see Section 17 of the Draft Lease for description).**

***The minimum acceptable bid for a Charging Station Site is \$500.00 annual ground rent plus 10% of the Station Margin. See Section 17 of the Draft Lease for description of Station Margin.**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

I certify that I received and reviewed the following Addenda to this Lease Proposal and have included their provisions in this Proposal:

| <u>Number</u> | <u>Date</u> |
|---------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. _____ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Offeror's Identification Number issued to it by the SCC is _____.
- B. _____ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror's Identification Number issued to it by the SCC is _____.
- C. _____ Offeror does not have an Identification Number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following Reason: _____

- D. _____ Offeror has listed all objections or exceptions to the RFP/Lease Agreement in their proposal. (Indicate below if you have no exceptions to the RFP or draft Lease Agreement):

CERTIFICATIONS

This RFP is subject to the provisions of §15.2-2100 et seq of the Virginia Code, and § 2.2-3100 et seq. of the Virginia Code, the Virginia State and Local Government Conflict of Interests Act.

By my signature on this form, I certify on behalf of the Offeror that I am not aware of any information bearing on the existence of any potential conflicts of interest.

I further certify that this Lease Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the state and Federal law and can result in fines, prison sentences, and civil damage awards.

I further certify that the statements regarding debarment, submission of a single Proposal, understanding of the conditions, and data on convictions contained in provision “Offeror Certifications” of the RFP are true and not misleading as to the Offeror.

I further certify that I have read and understand the attached draft Lease Agreement, Leesburg Executive Airport Rules & Regulations and Minimum Standards. If I have any objections or exceptions to the draft Lease, I have clearly outlined them in my Proposal.

I hereby certify that the responses to the above representations, certifications, and other statements, including all attachments, are accurate and complete. If after I sign these forms I learn of any information which makes any of the above representations, certifications or other statements inaccurate or incomplete, or reveals that any part of my previously submitted information is misleading, I will immediately bring it to the attention of the Town Agent. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for the Offeror.

COMPANY NAME (Please Print)

TELEPHONE NUMBER

ADDRESS

E-MAIL ADDRESS

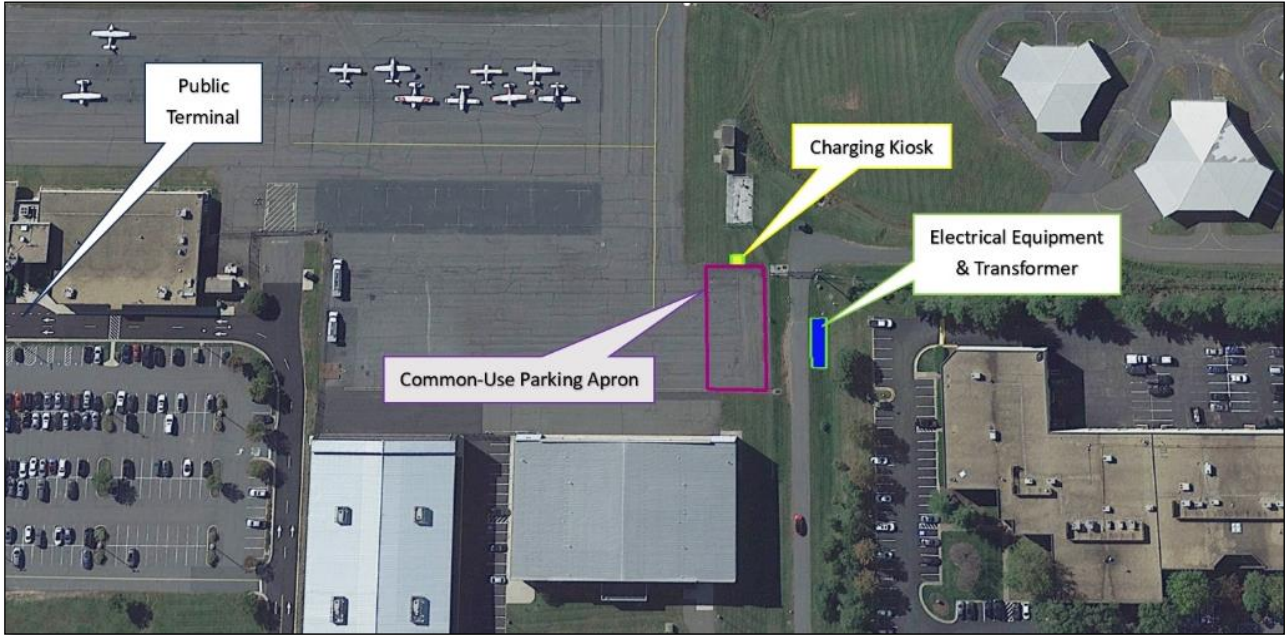
SIGNATURE:

DATE

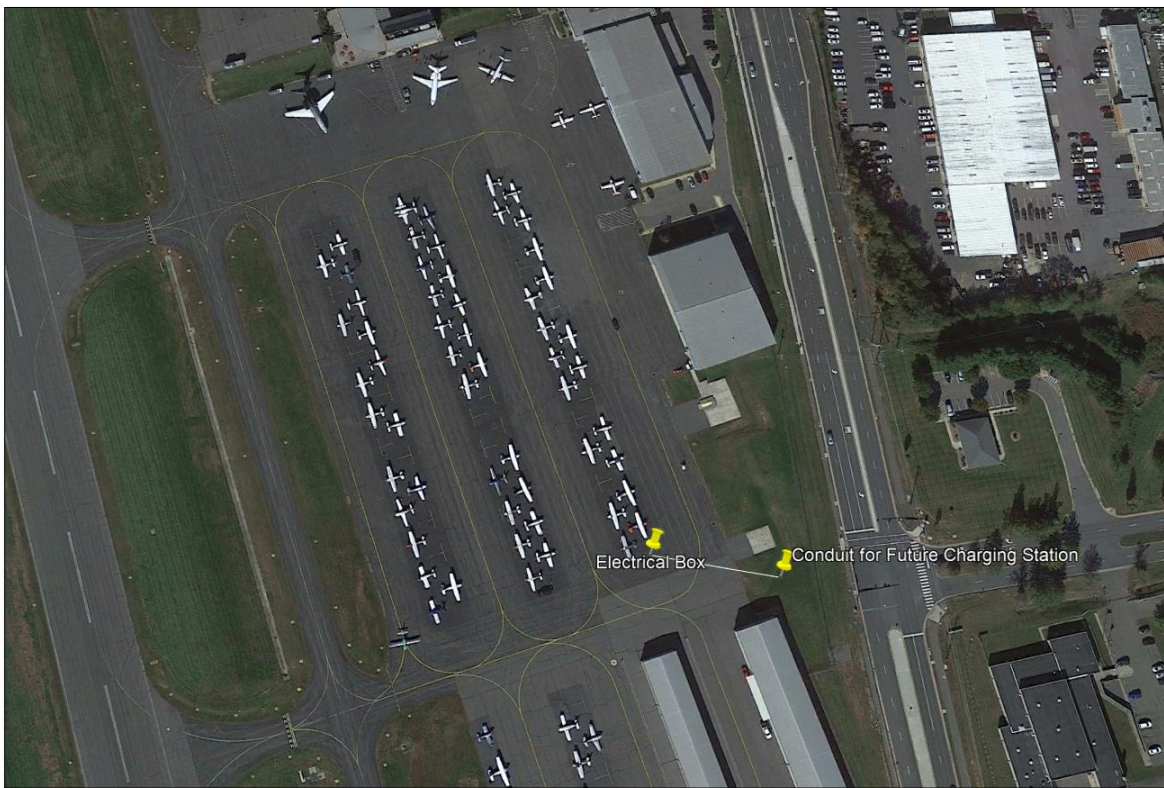
NAME: (Please Print)

TITLE

EXHIBIT 1 – ELECTRIC CHARGING STATION SITE(S) (APPROXIMATE)



North Apron Site



Alternate South Apron Site

EXHIBIT 2 - SAMPLE ELECTRIC CHARGING STATION LEASE AGREEMENT

**ELECTRIC CHARGING STATION
LEASE AGREEMENT**

This **LEASE AGREEMENT** ("Agreement") is made this __th day of _____2024, by and between the **TOWN OF LEESBURG, VIRGINIA** (the "Town"), a municipal corporation, and _____, a [xx corporation], having a usual place of business at _____ (the "Lessee"), collectively referred to herein as "Parties".

WHEREAS, the TOWN is the owner of the premises known as the Leesburg Executive Airport located in the TOWN of Leesburg, Virginia, and wherever "Airport" is used in this Lease Agreement it shall be construed to mean Leesburg Executive Airport as it may be expanded from time to time; and

WHEREAS, the LESSEE desires to an electric vehicle charging station installed on a portion of the Airport's property for the charging of electric aircraft and vehicles; and

WHEREAS, the TOWN and the LESSEE are mutually desirous of entering into a Lease Agreement to permit such activities,

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained in this Agreement, the TOWN hereby leases to the LESSEE the area of the Airport described in **Section 3** hereof (hereinafter referred to as "the Leased Premises"), as indicated below.

- 1. Term.** The Term of this Agreement shall be for a period of 10 (ten) years commencing on _____, 2024 and expiring at midnight on _____, 2034 hereinafter "the Initial Term", unless otherwise cancelled as herein provided. Subject to the terms of this Agreement, this Agreement shall renew automatically for additional one (1)-year periods (each a "Renewal Term" and collectively, the "Renewal Terms") upon the expiration of the Initial Term or any succeeding Renewal Term, provided that each Party each shall have the right not to renew this Agreement by providing the other Party with written notice of non-renewal at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term, as the case may be. For purposes of this Agreement, "Term" shall be deemed to mean the Initial Term and any succeeding Renewal Term.
- 2. Equipment.** Lesse shall provide one charging station (the "Station") to recharge electronic vehicles or aircraft for installation on the Leased Premises. Product specifications are provided in **Attachment A**. Lessee shall cover all costs associated with shipping and delivery of the Station to the Leased Premises.
- 3. Charging Station Site.**
 - a. The exact location of the Station on the Leased Premises shall be hereinafter referred to as the "Charging Station Site." The location of the Charging Station Site is set forth on **Attachment B**. The Town shall permit reasonable efforts to modify the Leased Premises in order to accommodate the proper and safe installation and operation of the Station.

- b. The Town shall permit Lessee's signage at the Charging Station Site and reasonable wayfinding signage on the remainder of the Airport for purposes of consumers locating the Station
- c. The following plans, specifications, and attachments have been reviewed and approved by the Town:
 - i. **Attachment B:** Site plans and design work

4. Installation. Lessee shall be responsible for the cost of installation of the Station. Installation of the Station will include the following, as applicable: foundation or pad for the Station; site work for the placement of the Station; and any trenching for wiring and interconnection of the Station to the Town's electric power network. Lessee will be responsible for Charging Station Site validation and Station activation, and final electrical connection of the Station to power and making the Station ready for operation. The date that the Station is fully connected to electrical power and ready for operation and use shall hereinafter be referred to as the "Station Activation Date". The Station is not to be removed from its packaging by any person other than the Lessee or the entity hired by the Lessee for installation purposes (the "Installer"). Some Station protection (bollards, tire stop, curb, or an elevated wall-mount) is required and signage must comply with Lessee requirements. Lessee shall require that the Installer carries commercially reasonable general liability insurance. Lessee will not permit nor suffer the filing of any mechanics liens against the Town with respect to work performed by or on behalf of Lessee and in the event any liens are filed with respect to such work Lessee shall promptly cause them to be removed at its own cost and expense.

5. Utilities.

- a. As part of Lessee's installation of the Station, Lessee will at its cost and expense bring electric utility service to the Charging Station Site sufficient to operate the Station, as reasonably determined by Lessee. The Town will cooperate in good faith to permit Lessee to bring electric utility service to the Charging Station Site. Neither the Town nor any third party shall be permitted to install any other electric vehicle charging station on the Host Site without the prior written consent of Lessee.
- b. Lessee shall be responsible for the actual cost of the electrical current used by the Station.

6. Access to Leased Premises and Station. The Town shall at all times provide adequate physical and technological access of the Leased Premises and Station to Lessee and the Installer consistent with the purpose of the Agreement. Lessee or the Installer shall give the Town a minimum of 48 hours' notice prior to conducting any visit to the Leased Premises.

7. Access to Information. The Town acknowledges that Lessee will be collecting Station usage data and charge event information, including, without limitation, when a charge event occurs, energy transferred during the charge event, duration of the charge event, and duration of the charging period (collectively "Data"). The Town acknowledges that the Data may be used by Lessee for any reasonable purposes, including, without limitation, analyzing usage and charging patterns, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of Lessee's projects. Lessee shall not disclose any personal information identifying any third party who may utilize the Station.

- 8. Operation and Maintenance.** The Town shall notify Lessee of any Station malfunction known to the Town in order that Lessee may arrange for the repair of any non-functioning charging port on the Station. The responsibility of maintaining and repairing the station, and the costs thereof, shall be the responsibility of Lessee, except as otherwise set forth herein.
- 9. Publicity.** Lessee shall have the rights to take, use and publish photographs of the Station and the Charging Station Site which may be included on printed materials or posted on websites. Lessee will not use the Town's name or logo without the prior written consent of the Town. All third-party vehicle registration numbers (including tail number on aviation aircraft) are to be removed from photographs prior to publishing.
- 10. Ownership.** Lessee shall at all times retain title and fee simple ownership to the Station. The Town will provide Lessee with access to use the Charging Station Site for the Station and the non-exclusive right to use such other portions of the Airport as may be necessary from time to time for (i) ingress and egress to the Charging Station Site by Lessee and its employees, agents, contractors, invitees, and customers, and the Installer; (ii) installation, maintenance, repair, replacement, and/or removal of the Station; and (iii) any other purposes necessary to effectuate the purposes contemplated in this Agreement. Lessee shall have the right, in its sole and absolute discretion, at any time to remove or replace the Station, and for purposes of calculating the Station Margin, the date of removal of the Station shall be the final date of operation of the Station included in the Station Margin calculation.
- 11. Default and Termination.** In the event that either Party fails to comply with any term in this Agreement, the affected Party may provide written notice of the breach and request that the breaching party cure the breach to the affected Party's satisfaction in order to comply with the Agreement terms. If the breaching Party does not cure the Breach within the time period set forth in the written notice, the affected Party shall have the right to terminate this Agreement and option to remove the Station at the affected Party's own cost.
- 12. Liability.** Lessee shall indemnify the Town and its officers, directors, agents and employees to the fullest extent allowed by law from and against any and all demands, claims, losses, damages, liability, costs, expenses (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced), judgments or obligations, fines, penalties, assessments, actions or causes of action whatsoever ("Losses"), in each case, (i) to the extent arising from or in connection with the negligence or willful misconduct of Lessee, its agents, employees, representatives, or contractors; (ii) arising from damage to the Host Site to the extent directly caused by the installation of the Station; and (iii) any inaccuracy in any of the representations or warranties made by Lessee in this Agreement.
- 13. Waiver.** Either Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of the Parties. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

- 14. Applicable law.** This Agreement shall be governed in all aspects by the law of the Commonwealth of Virginia and any litigation with respect hereto shall be brought in a court within Loudoun County, Virginia. Lessee shall comply with applicable federal, state, and local law and regulations. The Parties are responsible for their own attorney's fees incurred.
- 15. Assignment.** This Agreement shall not be assignable by the Lessee in whole or in part without the prior written consent of the Town.
- 16. Surrender.** At the end of the Term, Lessee will remove the Station, including its concrete foundations. Lessee will surrender the Charging Station Site in a clean and neat condition, including backfilling any holes with dirt and re-seeding the Charging Station Site with grass, if applicable. Lessee shall have no obligation to remove any buried conduit or wiring, or remove any electrical power service provided to the Charging Station Site.
- 17. Rent and Margin Sharing.**
- a. **Rent.** During the Term, Lessee shall provide payment to the Town equal to a fixed fee of Five Hundred Dollars and xx/100 (\$500.00) per year. Rent is due on the Effective Date of this Agreement and due each subsequent year on that same date. Rent is payable to the Town of Leesburg at 25 W. Market Street, Leesburg, VA 20175.
 - b. **Margin Sharing.** In addition to Rent, at the conclusion of each calendar year, Lessee will compute the margin of the Station. This will be calculated by Lessee's gross revenue from the Station minus Lessee's operating expenses for the Station, including without limitation, utility expenses (collectively the "Station Margin"). Expenses such as depreciation, insurance, and marketing will not be included in the Station Margin calculation. During the Term, Lessee will provide payment to the Town equal to xx% of the Station Margin actually received for the Station in the prior year (the "Margin Sharing Payment").
- 18. Right to Audit.** During the term of this Agreement and not more than once per year the Town may audit Lessee's margin calculation specific to this Station. The audit rights are limited to expense and revenue records for the Station covered by this Agreement for the purpose of Station Margin calculation set forth in this Agreement.
- 19. Mutual Confidentiality.** Neither party to this agreement shall disclose to any third party any confidential or non- public information related to either this Agreement unless legally obligated to do so under the applicable provision of the Virginia Freedom of Information Act.
- 20. Severability.** If any term or provision of this Agreement is held invalid, illegal, or incapable of being enforced by any rule of law or public policy, all of the other conditions and provisions of this Agreement will nevertheless remain in full force and effect. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the Parties hereto will negotiate in good faith to modify this Agreement so as to reflect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transaction contemplated hereby is fulfilled to the extent possible.
- 21. Notices.** To be effective under this Agreement, written notice by the Parties shall be sent to the addresses set forth below by certified mail, return receipt requested. Any such notice shall be deemed to be given to and received by the party intended to receive such notice three (3) days after such notice shall have been deposited, postage prepaid, to the United States mail, certified, return receipt

requested, properly addressed to the addresses for notices set forth below. If delivery of any such notice is rejected or refused or if the courier, overnight delivery service or U.S. Postal Service is unable to deliver the same because of changed address of which no notice was given, such notice shall be deemed given and effective on the first date of such rejection, refusal or inability to deliver. In the event of a change of address by either party, such party shall give written notice thereof in accordance with the foregoing.

For the Town:

Scott Coffman, Airport Director
Leesburg Executive Airport
1001 Sycolin Rd, Leesburg, VA 20175
Phone: 703-737-7125
Email: scoffman@leesburgva.gov

For the Lessee:

- 22. Authorization to Conduct Business in Virginia.** Lessee, if organized as a stock or nonstock corporation, limited liability company, business trust, limited partnership, or registered as a registered limited liability partnership, shall be authorized to transact business in Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law.
- 23. Miscellaneous.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one single agreement binding upon the Parties. The Parties further agree that if the signature of any Party on this Agreement or any counterpart of this Agreement is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, email, PDF, Adobe image, jpeg), then, such digital, mechanical or electronic reproduction shall be enforceable, valid, and binding as an original. The Parties further agree that this Agreement (and any and all attachments attached hereto) constitute and contain the sole and entire agreement of the Parties, and prior oral or written representations, inducements, expectations, promises or agreements between the Town and Lessee not specifically set forth in this Agreement shall be of no force or effect. No modification or amendment of this Agreement shall be binding upon the Parties unless such modification or amendment is in writing and signed by the Parties.

[Signature page follows]

TOWN OF LEESBURG, VIRGINIA

LESSEE

[TYPE COMPANY NAME]

By:

By:

(Authorized Signature)

(Authorized Signature)

Name: Kaj Dentler

Name:

Title: Town Manager

Title:

Date:

Date:
