



**REQUEST FOR PROPOSAL**  
FBO Management Services for MidCoast Regional Airport

**November 25, 2019**

Liberty County Development Authority  
425 West Oglethorpe Hwy  
Hinesville, GA 31313  
(912) 368- 3356

# Liberty County Development Authority

## NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS FBO Management Services for MidCoast Regional Airport

The Liberty County Industrial Authority (LCIA) doing business as Liberty County Development Authority (LCDA) is seeking a contractor to provide management and advisory services to the MidCoast Regional Airport's Fixed Base Operations (FBO). As MidCoast Regional Airport (MCRA) is a joint venture between the Liberty County Development Authority, the City of Hinesville and the Liberty County Board of Commissioners, the FBO will serve at the pleasure of the MCRA Local Joint Management Board (Board).

Offerors are notified that Proposal package and associated reference documents can be picked up at the LCDA office located at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 from 9:00 a.m.– 5:00 p.m., Monday through Friday beginning on Monday, November 25, 2019 or on the LCDA's website at [www.lcda.com](http://www.lcda.com) under Procurement or RFPs.

Instructions for preparation and submission of a proposal are contained in the proposal package. Only completed proposals will be considered.

The MCRA Local Joint Management Board will attempt through the negotiation process to contract with a qualified entity who shares the Board's vision for the FBO. The successful bidder will staff the FBO with an appropriate level of ground personnel to deliver first-class service to the general aviation community, who has a documented background in FBO operations and holds a position in the marketplace to attract new businesses and increase the airport's revenue base. The Successful Offeror will assume oversight of the day-to-day operations including reporting daily and monthly sales activity and marketing. It is preferred that each Offeror have at least two (2) years continuous experience during the last four (4) years providing FBO or airport advisory service similar to that listed in the Scope of Services or provide business experience comparable to the Scope of Services.

The initial contract period will be for one (1) year, with two (2) one-year renewal options.

A **MANDATORY** pre-proposal conference will be held at **3:00 p.m. Friday, December 6, 2019** at the MidCoast Regional Airport at 1116 East Lowes Circle, Hinesville, Georgia 31313. A representative, but not necessarily the binding agent, for each Offering firm must be present. Project scheduling, coordination requirement and questions will be addressed at this time. Minutes of the conference will be issued as an addendum and will be made a part of the contract. Following the conference, a tour of the facilities will be offered.

The contact person for this RFP is:

**Rena Middleton, Administration & Finance Assistant**

Liberty County Development Authority

425 W. Oglethorpe Highway

Hinesville, GA 31313

912-368-3443

[rena.middleton@lcda.com](mailto:rena.middleton@lcda.com)

Offerors are advised that amendments to this RFP will be posted on the Liberty County Development Authority website, [www.lcda.com](http://www.lcda.com), under Procurement or RFPs. Offerors who attend the pre-proposal conference detailed below also will receive direct email notification of any amendments.

Sealed proposals will be accepted at the LCDA office located at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 until **3:00 p.m. on Friday, December 13, 2019** at which time they will be publicly opened. No extension of the proposal period will be made.

The LCDA reserves the right to reject any and all proposals, with or without just cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the LCDA.

Liberty County Development Authority  
FBO Management Services for MidCoast Regional Airport

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REQUEST FOR PROPOSAL CHECKLIST

Please ensure that submittal package includes the following forms and accompanying documentation, in the form of one (1) marked original and eight (8) copies and is submitted by 3:00 p.m. on Friday, December 13, 2019:

- Attachments presenting Offeror's Qualifications, Operation and Maintenance Plan, Marketing Plan and Management and Staffing Plan
- Proposal Form – Form A
  - Authorization to Investigate – Form A-1
  - Statement of Non-Collusion – Form A-2
- Offeror's Qualifications - Form B
- Business Questionnaire – Form C
- Business References – Form D
- Credit References – Form E
- Historical Fuel Sales – Form F
- Schedule of Fees – Form G
- Drug-Free Workplace – Form H
- Local Preference Qualifications – Form I
- Certificate of Insurance

Liberty County Development Authority  
**FBO Management Services for MidCoast Regional Airport**

**DEFINED TERMS**

For purposes of this RFP, the below Terms shall be defined as follows:

- a. **“Airport Regulations”** means any and all regulations, rules, plans, ordinances, resolutions, guidelines, orders, decrees, measures, directions, and other instructions, relating in any way to the Airport and/or its safety, security, use, operation, condition, or maintenance now in effect or promulgated or established at any time hereafter (i) under the Joint Operating Plan; (ii) as a result of the provisions of the Airport Ground Lease or any grant or loan agreements now or hereinafter entered into between Lessor (and/or the City and the County) and any other Governmental Authority (including, without limitation, the Federal Aviation Administration); or (iii) by Lessor, the JMB, or the Installation Commander, or any one of their authorized representatives or designees.
- b. **“Governmental Authority”** means the United States, the State of Georgia, the U.S. Army, the U.S. Corp of Engineers, the Federal Aviation Administration, the County, the City, and any political subdivision thereof and any agency, department, commission, board, bureau or instrumentality of any of them, as well as any other governmental body having jurisdiction over the Airport (or any part thereof) and/or the operations thereon.
- c. **“Installation Commander”** means the Commanding General of the 3<sup>rd</sup> Infantry Division (Mechanized) or his/her successor as the commander of the host military unit at Fort Stewart.
- d. **“Joint Management Board”** or **“JMB”** means that certain Joint Management Board described in the Joint Use Agreement.
- e. **“Joint Operating Plan”** (available as Reference Document 1, which can be picked up at the LCDA office located at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 from 9:00AM – 5:00PM, Monday through Friday beginning on Monday, November 25, 2019 or on the LCDA’s website at [www.lcda.com](http://www.lcda.com) under Procurement and RFPs) means that certain Joint Operating Plan described in the Joint Use Agreement.
- f. **“Joint Use Agreement”** means that certain Joint Use Agreement, dated October 22, 2002, between Lessor and the Secretary of the Army, on behalf of the United States, governing the joint use and improvement of Wright Army Airfield and the property constituting the Airport, as the same may now or hereafter be modified, supplement, amended, or restated. (The Joint Use Agreement is available as Reference Document 2, which can be picked up at the LCDA office located at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 from 9:00AM – 5:00PM, Monday through Friday beginning on Tuesday, December 3, 2019 or on the LCDA’s website at [www.lcda.com](http://www.lcda.com) under Procurement and RFPs)
- g. **“Airport Ground Lease”** is an agreement dated May 7, 2004, wherein the Secretary of the Army, on behalf of the United States, has leased to Lessor a portion of the property within Ft. Stewart for the purposes of operating a civilian airport now known as “MidCoast Regional Airport at Wright Army Airfield.” Said airport facilities are now or may hereafter be known and constituted, the **“Airport.”**
- h. **“Addenda”** means graphic or written documents issued by LCDA prior to the opening of Proposals intended to clarify, revise, add to, or delete information in the original Proposal Documents or in previous addenda.
- i. **“FBO Management Services Contract”** is the professional services contract to be awarded to the Successful Offeror pursuant to this RFP. At present, it is anticipated that LCDA will provide the FBO Management Services Contract. LCDA is under no legal duty or obligation to enter into said FBO Management Services Contract prior to or following an award pursuant to this RFP, and shall in no event be bound under said FBO Management Services Contract until such time, if at all, as the same is duly approved by the Liberty County Development Authority board at a duly called public meeting.

FBO Management Services Contract shall additionally be reviewed and approval by the LCDA Attorney.

- j. **"FBO"** refers to the firm selected by LCDA pursuant to this RFP to provide the services necessary described in the FBO Management Services Contract.
- k. **"Offeror"** refers to one who submits a Proposal directly to LCDA as distinct from a sub-offeror of sub-bidder, who submits a proposal to an Offeror.
- l. **"Proposal"** means a complete and properly signed offer to perform the services for the prices stipulated in the form submitted by the Offeror in accordance with the Proposal Documents.
- m. **"Proposal Documents"** shall collectively refer to this RFP and any and all contracts, instruments, or other documents specifically made a part of this RFP or otherwise contemplated to be entered into between LCDA and the Successful Offeror in connection with the FBO Management Services.
- n. **"Selection Committee"** refers to the committee appointed by LCDA to oversee the RFP process, evaluate the Proposals, and recommend action regarding the same to LCDA.
- o. **"Successful Offeror"** means the responsible and responsive Offeror whose Proposal LCDA determines to be most advantageous to LCDA (on the basis of LCDA's evaluation as hereinafter provided) and to whom LCDA makes an award, all in the sole and absolute discretion of LCDA.
- p. **"Board"** refers to the Local Joint Management Board that oversees MCRA and is in the position to award FBO Management Services Contract to the Successful Offeror. The Board is comprised of three voting members and three advisory members. Voting members are the Liberty County Development Authority Chairman, Chairman of the Liberty County Board of Commissioners, and the Mayor of Hinesville. Advisory members are the CEO of the Liberty County Development Authority, the Liberty County Administrator, and the Hinesville City Manager.

Additionally, for purposes of this RFP, "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this RFP and not solely to the particular portion thereof in which any such word is used, and "including" or "include" means including without limitation.

Liberty County Development Authority  
FBO Management Services for MidCoast Regional Airport

**INSTRUCTIONS TO OFFERORS**

**MINIMUM QUALIFICATIONS**

It is preferred that each Offeror have at least two (2) years continuous experience during the last four (4) years providing FBO or airport advisory service similar to that listed in the Scope of Services or provide business experience comparable to the Scope of Services. The experience of the proposer, or a management staff member, executive officer, or the identified owners of the Offeror, full-time managing officer or employee (defined as an individual responsible for the day-to-day operations of an FBO) may be used to meet this requirement.

1. Due Date: Sealed proposals must be received no later than **3:00 p.m. on Friday, December 13, 2019** at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 ATTN: Rena Middleton.
2. Opening of Proposals: Sealed Proposals will be opened as soon as practicable following the time required for receipt of such Proposals at the offices of LCDA located at 425 W. Oglethorpe Highway, Hinesville, Georgia 31313. All sealed Proposals shall be opened so as to avoid disclosure of contents to competing Offerors. Unless otherwise stipulated by the LCDA by appropriate Addendum, the attendance of Offerors at the Proposal opening shall not be required.
3. Terms: Wherever used in this Request for Proposals and any documents issued in connection herewith, the term Liberty County Development Authority collectively refers to LCDA or LCDA.
4. Submission of Proposal: Submit **one (1) marked original and eight (8) copies** of the proposal forms and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Offeror and accompanied by the required documents. Each Offeror is responsible for seeing that its Proposal is received by LCDA not later than the advertised time set for the submission deadline for the Proposals.
5. Signature on Proposal: In addition to executing all forms, affidavits, and acknowledgements for which signature and notary blocks are provided, the Offeror must correctly sign the Proposal Form. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal evidence of his authority to do so.
6. Qualifications of the Offeror: The contract, if awarded, will only be awarded to a responsible Offeror who is qualified by experience to do the work specified herein. The Offeror shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the LCDA.
7. No Offeror shall submit more than one proposal: Offerors shall be disqualified and their proposals rejected if the LCDA has reason to believe that collusion may exist among the Offerors; the Offeror has defaulted on any previous contract; or is in arrears on any existing contract, or for failure to demonstrate proper licensure and business organization.



8. Modification and Withdrawal: Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days, and during such period, Offerors shall be required to honor their proposals.
9. Proposal Documents: The Request for Proposal will be available for download on Monday, November 25, 2019 on the LCDA's website [www.lcda.com](http://www.lcda.com) under Procurement or RFPs. A hardcopy can be obtained at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 beginning Monday, November 25, 2019.
10. Proposal Form: All blanks on proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgement of all Addenda (the numbers of which must be filled in on the Proposal Form). In making its proposals, each Offeror represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith, including verification of contents of proposal package against the Checklist.
11. Basis of Award/Right to Reject or Award: The LCDA reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it deems appropriate.
12. Contract Award: LCDA will evaluate proposals in order to attain the most advantageous proposal from responsive and responsible Offerors and will award the contract in accordance with this RFP.
  - a. It is anticipated that within thirty (30) days of receipt of the Notice of Award, the Offeror will enter and execute the FBO Management Services Contract with the LCDA.
  - b. The submission of proposals hereunder shall invest Offeror with no interest, right or claim of any kind with respect to the contract to be awarded. Furthermore, LCDA reserves the right to reject all proposals in its absolute discretion for any reason whatsoever, with or without cause, and thereafter re-advertise the contract opportunity. It is further understood that this RFP is not an offer to contract or a solicitation of bids, and any Proposal submitted in response hereto, regardless of whether the Proposal is determined to be the most advantageous Proposal (or is in fact awarded), is not binding upon LCDA, and does not obligate the LCDA to procure or contract for any services. Neither LCDA, nor any Successful Offeror, will be bound unless and until all Proposal Documents (including the FBO Management Services Contract) required by LCDA are negotiated and fully approved and accepted by the LCDA in a duly called public meeting, and the Successful Offeror, as evidenced by said parties' signature and delivery of the Proposal Document (including the FBO Management Services Contract); provided, however, that submission of a Proposal shall bind any Offeror as set forth in paragraph 9 above.
  - c. LCDA also reserves the right to waive all informalities not involving price, time or changes in the Work.
  - d. LCDA may award the Contract in accordance with the following procedure. LCDA may first eliminate from consideration all Offerors who are not responsive, and will further eliminate as not responsible any Offeror to whom LCDA does not assign an aggregate score of at least 80 under the Evaluation Factors described below (excluding the evaluation factor of contract cost), based on LCDA's review of the Offerors' proposals. LCDA will deem all remaining Offerors to be reasonably susceptible of being selected for award, and may give such Offerors an opportunity to participate in discussions, negotiations and revisions of their proposals (including the terms and conditions of the Contract), in order to obtain their best and final offers; provided that LCDA reserves the option to select the successful Offeror from the submittals without engaging in such discussions, negotiations and revisions. If only a single Offeror remains, LCDA may deem and determine (in writing) its offer to be

most advantageous to LCDA, and, subject to its right to reject any such proposal or engage in further discussions, negotiations and revisions with said Offeror, may award the Contract to such Offeror.

- e. Evaluation Factors: The maximum score is 230. Each member of the selection committee may assign to each proposal the maximum number of points indicated for each factor, based on his or her review of each Offeror's proposal: **Qualifications – up to 65 points, Operation and maintenance plan – up to 30 points, Marketing plan – up to 30 points, Management and staffing – up to 30 points, Contract cost – up to 70 points, Local preference – up to 5 points.** Scores issued by each selection committee member will be averaged to determine a single score for each responsive and responsible Offeror.
  - f. LCDA may conduct such investigations as LCDA deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Offerors.
  - g. If the contract is to be awarded, it shall be made to the responsible and responsive Offeror whose proposal is determined by LCDA (in its sole discretion) to be the most advantageous, taking into consideration the evaluation criteria set forth herein, and, accordingly, LCDA is not required or otherwise obligated to accept the proposal submitted containing the lowest contract price.
13. Pre-Proposal Conference: A mandatory pre-proposal conference will be held at **3:00 p.m. Friday, December 6, 2019** at the MidCoast Regional Airport at 1116 East Lowes Circle, Hinesville, Georgia 31313. A representative, but not necessarily the binding agent, for each Offering firm, must be present. Project scheduling, coordination requirement and questions will be addressed at this time. Minutes of the conference will be issued as an addendum and will be made a part of the contract. Following the conference, a tour of the facilities will be offered.
14. Interpretation, Changes and Addenda:
- a. All questions about the meaning or intent of the Proposal Documents are to be directed to the project officer. The Offeror shall do so in writing and be responsible for its prompt delivery. Interpretations or clarifications considered necessary by the officer in response to such questions will be issued by Addenda mailed or otherwise delivered (e.g. electronic mail, posting on website, facsimile, etc.) to all prospective Offerors having received the Proposal Documents. Only questions answered by formal written Addenda will be regarded as proper. Neither LCDA nor project officer will be responsible for any oral instructions and oral or other interpretations or clarifications not issued in writing as specified herein will be without effect.
  - b. LCDA expressly reserves the right to revise, amend or otherwise change, at any time, any and all of the terms and requirements for Proposals set forth herein as deemed advisable by LCDA; provided that LCDA reserves the absolute right to waive technicalities and informalities (as determined by the LCDA) at such time(s) and to such extent as it deems appropriate.
  - b. Questions about any aspect of the Proposal Documents or the Scope of Work shall be submitted **in writing** (e-mail is preferable) to:

Rena Middleton  
E-mail: rena.middleton@lcda.com  
Liberty County Development Authority  
425 W. Oglethorpe Highway | Hinesville, Georgia 31313  
Tele: (912) 368-3445

- d. It shall be the Offeror's responsibility to confirm that it has received any and all Addenda issued by the LCDA pursuant to this RFP, notwithstanding any failure in delivery or notification of said Addenda to Offeror. By submitting its Proposal, Offeror shall be deemed to have received all such Addenda and be fully apprised of their contents.
- e. All questions must be received by LCDA no later than 10 a.m. Tuesday, December 10, 2019. Response will be provided not later than 5:00 p.m. Tuesday, December 10, 2019.

15. Examination of Proposal Documents, Other Data, and Site:

- a. It is the responsibility of each Offeror before submitting a proposal:
  - i. to examine and study thoroughly the Proposal Documents and other related data identified in the Proposal Documents;
  - ii. to visit the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site including existing surface and subsurface conditions in the work area; availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc.
  - iii. to become familiar with and satisfy Offeror as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
  - iv. to inform familiarize his or her self with the requirements of working on an operating airport and understand the conditions that may in any manner affect cost, progress or performance of the work;
  - v. to correlate their observations with that of the RFP documents;
  - vi. to promptly notify LCDA of all conflicts, errors, ambiguities or discrepancies which Offeror has discovered in or between the Proposal Documents and such other related documents;
  - vii. to agree at the time of submitting its Proposal that no further examinations, investigations, explorations, tests, studies or data are necessary for the determination of its Proposal for performance of the Work at the price proposal and within the times and in accordance with the other terms and conditions of the Proposal Documents;
  - viii. to become aware of the general nature of the work to be performed by Offeror and others at the Site that relates to the Work as indicated in the Proposal Documents;
  - ix. to become aware of the general nature of the work to be performed by LCDA and others at the Sites that relates to the Work as indicated in the Proposal Documents;
  - x. to determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work;
  - xi. To comply with all requirements of these instructions and the associated bid documents.
- b. The submission of a Proposal will constitute an incontrovertible representation by Offeror that Offeror has complied with every requirement of this Section 15, that without exception, the Proposal is premised upon performing and furnishing the Work required by the Proposal Documents and applying any specific means, methods, techniques, sequences, and procedures that may be shown or indicated or expressly required by the Proposal Documents, that Offeror has given LCDA written notice of all conflicts, errors, ambiguities, and discrepancies that Offeror has discovered in the Proposal Documents and the written resolutions thereof by LCDA are acceptable to Offeror, and that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

16. Insurance: All Offerors shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage including the required minimum coverages listed below (A). In the event that

Offeror is notified of award, it shall provide proof of Insurance Coverage in accordance with Items (a) & (b) below within fourteen (14) calendar days after notification or within such approved extended period as the LCDA may grant. Failure to provide proper proof of insurance coverage shall constitute a default. The following minimum limits must be maintained during the duration of the Contract without exception and failure to do so shall constitute a default.

**a. Minimum limits**

i. Premises Liability	\$1,000,000/Occurrence \$2,000,000 Aggregate
ii. Premises Medical Payment	\$25,000/Occurrence
iii. Products Liability	\$1,000,000/Occurrence \$1,000,000 Aggregate
iv. Hangar keepers Legal Liability (Including Taxi)	\$250,000/Aircraft \$1,000,000/Occurrence
v. Personal Injury Liability	\$1,000,000/Occurrence \$1,000,000 Aggregate
vi. Advertising Liability	\$1,000,000/Occurrence \$1,000,000 Aggregate
vii. Auto Insurance	\$250,000/Occurrence
viii. Workers Compensation	Statutory
ix. Employers Liability	\$100,000

**b. Please include the following on the certificate of insurance**

- i. Reference the LCDA and contract number on the certificate.
- ii. All coverage must be written with an insurance carrier that has an A.M. Best's Key Rating of at least A and a financial rating of VII.
- iii. State additional insured on certificate and mark box with a "Y" for certificate holder as additional insured. Additional insured: the LCDA must be individually listed as additional insured with respect to all coverage, except workers compensation and employer's liability.
- iv. General liability must include contractual liability.
- v. A 30 days' notice of cancellation is required.
- vi. All auto policies need to cover "any Auto" or "Hired, Non-Owned and scheduled."
- vii. An authorized agent must sign the certificate. Certificate Holder MUST Read:

Liberty County Development Authority  
425 W. Oglethorpe Hwy. Hinesville, GA 31313

17. Indemnification: The successful Offeror shall fully indemnify and hold harmless the LCDA from and against all claims, damages, costs and losses arising, in whole or in part, from the FBO's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

18. Appeal of Disqualification to LCDA/Board: A violation of the MCRA FBO Management Services Contract Policy, or any other grounds for disqualification, will be initially determined by the LCDA or his/her designee. Protest of a disqualification from the RFP process due to submitting a proposal deemed to be non-responsive, a violation of this policy, or for any other grounds, must be submitted within seven (7) calendar days after the Notice of Disqualification has been delivered to the proposer. Protests shall be in writing and filed with the LCDA or his/her designee and must include all of the following:
- a. The name, address and telephone number of the protester;
  - b. The signature of the protester or its representative;
  - c. Identification of the RFP challenged;
  - d. A detailed statement of the legal and factual grounds of protest including copies of relevant documents;
  - e. The form of relief requested.

The LCDA may submit the information to anyone necessary in order to receive their comments and may choose to meet with Offeror(s) at his/her discretion. The decision of the LCDA, or his/her designee, is final.

19. Proposal Subject To Georgia Security And Immigration Compliance Act: This RFP is subject to the provisions of the Georgia Security and Immigration Compliance Act, and Offerors shall submit whatever affidavits, documents, and other evidence of compliance as may be requested by LCDA from time to time in connection with its Proposal. Without limiting the foregoing, Offerors are advised they may be required to submit proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Additionally, it is not the intent of this paragraph to provide detailed information or legal advice concerning the Georgia Security and Immigration Compliance Act, and all Offerors shall be solely responsible for independently familiarizing themselves with, and strictly observing, the requirements of said Georgia Security and Immigration Compliance Act.
20. Public Records: Offerors are advised that the contents of any Proposal and all documents and information submitted in connection therewith may be subject to disclosure as required by The Georgia Open Records Act and any and all other applicable laws, and Offeror does hereby release and forever discharge LCDA, and its members, officers, employees, representatives, and agents from any damage, losses, suit, costs, or other liabilities of whatever kind arising from such disclosure (whether or not permitted by applicable law). Without limiting the foregoing, Offerors are specifically advised that labeling information provided in Proposals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view.
21. Signing The FBO Management Services Contract: When LCDA gives a conditional notice of award to the Successful Offeror, it will be accompanied by the required number of unsigned counterparts of the FBO Management Services Contract (together with any other documents) required by the LCDA in connection with the Project. Unless otherwise extended by LCDA, the Successful Offeror shall, within fifteen (15) calendar days from the receipt of such documents, sign and deliver the same to LCDA. Notwithstanding the foregoing, LCDA may elect to have the Successful Offeror prepare the FBO Management Services Contract for its review and comment. In such case, a reasonable schedule for review, execution, and delivery of the FBO Management Services Contract will be established by LCDA.
22. Proposal Not Subject To State Public Works Construction Law: This RFP is intended to solicit professional services in connection with the Scope of Work and is not subject to the provisions of the Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et seq. (the "Act"). Accordingly, LCDA shall evaluate the Proposals and select the Successful Offeror in whatever manner it determines most appropriate

and to its best advantage; it being noted that said evaluation and selection is anticipated to be accomplished as set forth in this RFP. Notwithstanding any provision of this RFP to the contrary, however, LCDA shall be free to depart from the provisions of this RFP should it determine the same appropriate (in its sole and absolute discretion). Any such departure shall not entitle any Offeror to reimbursement of any costs, fees, charges or expenses incurred in connection with its Proposal or this RFP or otherwise subject LCDA or its employees, agents or consultants to liability for any losses, damages, or other liabilities suffered by Offeror as a result of any such departure.

23. Laws and Regulations: The Successful Offeror and its subcontractors shall comply with local, State and Federal regulations, rules, order, and laws applicable to the Project.
24. Restricted Communication: From the issue date of this RFP until a Successful Offeror is selected and the selection is announced and Proposal Documents are executed, Offerors are not allowed to communicate for any reason with any employees of LCDA or members of the Selection Committee with respect to this RFP or the Scope of Services, except for (i) submission of questions as authorized by this RFP, (ii) during any pre-proposal conference, (iii) during scheduled and authorized interviews, if any, for purposes of evaluation, and (iv) during authorized negotiations, if any, following opening of the Proposals. For violation of this provision, the LCDA reserves the right to reject the Proposal of the offending Offeror.
25. All proposals shall include **one (1) marked original and eight (8) copies** of the following documents:
  - Attachments presenting Offeror's Qualifications, Operation and Maintenance Plan, Marketing Plan and Management and Staffing Plan
  - Proposal Form – Form A
    - Authorization to Investigate – Form A-1
    - Statement of Non-Collusion – Form A-2
  - Offeror's Qualifications - Form B
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Liberty County Development Authority  
**FBO Management Services for MidCoast Regional Airport**

**MIDCOAST REGIONAL AIRPORT HISTORY AND BACKGROUND**

**PURPOSE**

The Liberty County Development Authority (LCDA) is seeking a contractor to provide management and advisory services to the MidCoast Regional Airport's Fixed Base Operations (FBO). As MidCoast Regional Airport (MCRA) is a joint venture between the Liberty County Development Authority, the City of Hinesville and Liberty County, the FBO will serve at the pleasure of the MCRA Local Joint Management Board (Board). This RFP document provides background and general information for Offerors and is to be used as a guideline to develop a proposal.

**AIRPORT GOVERNANCE, LOCATION AND ENVIRONMENT**

MidCoast Regional Airport at Wright Army Airfield (LHW) is located on Fort Stewart, Georgia, and is approximately 10 minutes east of Hinesville and 45 minutes south of downtown Savannah. The Airport is approximately 20 minutes west of Interstate 95. The Airport is located within Liberty County.

The Airport, which is situated within Fort Stewart, was named MidCoast because of its position between the commercial airports at Savannah and Brunswick, as well as being midway between Charleston and Jacksonville. The Airport is a cooperative effort between the City of Hinesville, the Liberty County Board of Commissioners, the Liberty County Development Authority, and the United States Army, acting under a Joint Management Board (JMB).

The Local Joint Management Board (Board) is comprised of three voting members and three non-voting advisory members appointed by the board. Voting members are the Liberty County Development Authority Chairman, Chairman of the Liberty County Board of Commissioners, and the Mayor of Hinesville. Advisory members are the CEO of the Liberty County Development Authority, the Liberty County Administrator, and the Hinesville City Manager.

The LCDA serves as the fiscal agent for MCRA and will conduct finance-related functions for the Airport. The FBO award winner (FBO) will communicate directly with LCDA, which will serve as a liaison to the Board.

Constructed in 2007, the terminal building contains a total of 13,825 square feet, which includes both a civilian Fixed Base Operation (FBO) terminal and military operations building (which is leased to the Army Corps of Engineers). The FBO terminal includes a large, open lobby with glass walls along the ramp side of the facility. There is also a conference/training room, offices, flight planning room, pilot lounge and snooze room, and other essentials such as free WiFi.

In addition to the terminal, the Airport contains 12 T-hangars, 5 box hangars, and a 10,000-square-foot bulk hangar with a 30-foot door. The civilian general aviation part of the development also includes a large ramp and a self-fueling facility and aircraft wash facility.

MidCoast Regional Airport is considered a General Aviation Facility that contains one (1) existing 5,000-foot runways with parallel taxiways.

A pilot-controlled lighting system is available at all hours. A federally-operated tower provides progressive taxi instruction during weekdays, with hours subject to change.

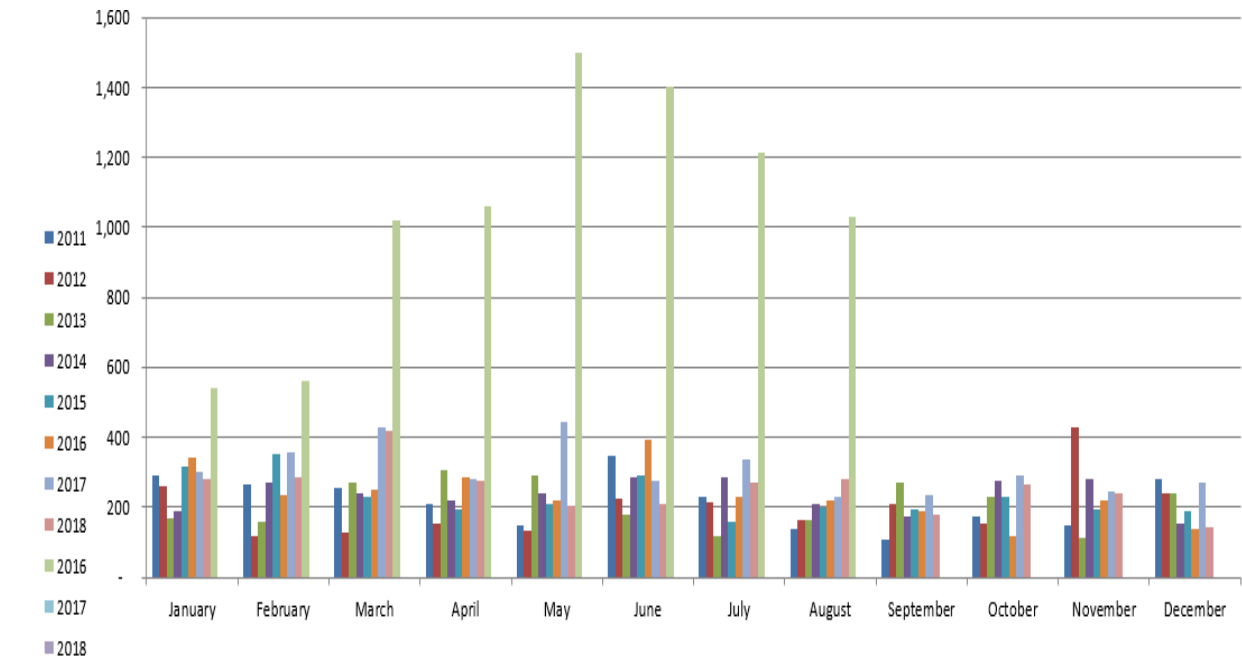
## OPERATIONS

In 2018, the Airport saw 3,049 operations, with an average of 254 per month. In the first half of 2019, there were 8,325 operations, with a monthly average of 1041. There are 24 based aircraft.

Operations figures since inception in 2010 are below:

### MidCoast Regional Airport Monthly Operations Trends

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>January</b>	376	293	262	169	188	314	342	303	280	539
<b>February</b>	410	267	117	157	269	353	235	355	288	563
<b>March</b>	713	256	128	270	241	230	249	428	419	1,020
<b>April</b>	429	211	153	305	217	192	286	282	276	1,059
<b>May</b>	489	149	132	291	242	208	219	443	205	1,498
<b>June</b>	556	345	225	178	288	293	395	276	208	1,402
<b>July</b>	298	231	216	117	287	156	231	335	268	1,214
<b>August</b>	422	136	165	164	209	198	218	229	281	1,030
<b>September</b>	448	108	207	269	173	194	191	237	180	
<b>October</b>	415	176	155	229	278	230	120	291	264	
<b>November</b>	288	146	426	113	280	196	219	244	238	
<b>December</b>	426	280	240	241	152	188	140	268	142	
<b>Totals</b>	<b>5,270</b>	<b>2,598</b>	<b>2,426</b>	<b>2,503</b>	<b>2,824</b>	<b>2,752</b>	<b>2,845</b>	<b>3691</b>	<b>2,752</b>	<b>8,325</b>



## FUEL SALES

MCRA provides both Jet A and 100LL fuel service. There are (2) 12,000-gallon bulk storage tanks, and full service jet fuel is dispensed through a 2,200-gallon fuel truck. Full service 100LL is dispensed by a 1,200-gallon fuel truck and a self-service facility.



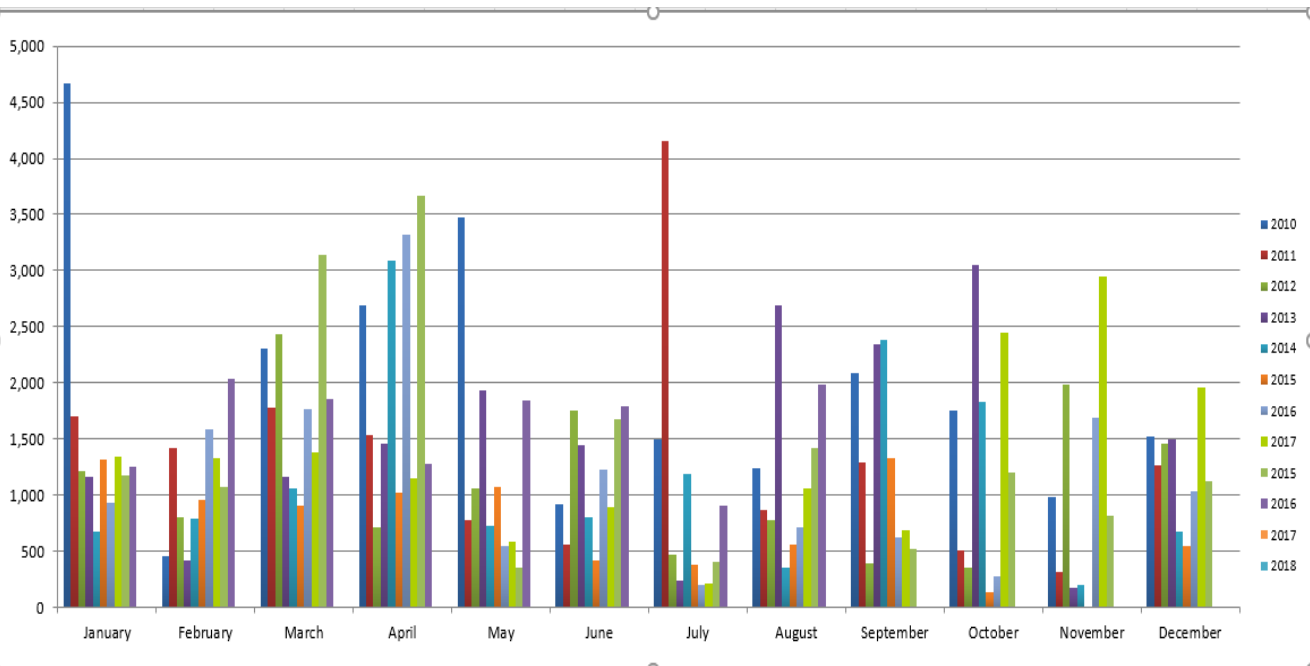
## JET A SALES

In 2018, MCRA sold 16,547 gallons of Jet A, or an average of 1,379 gallons per month. From January to August 2019, the Airport sold 12,942 gallons of Jet A, an average of 1,618 gallons per month.

Jet fuel sale records (in gallons) since inception in 2010 are below:

### MidCoast Regional Airport Monthly Jet Fuel Trends

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>January</b>	4,671	1,699	1,219	1,161	672	1,318	935	1,345	1,177	1,248
<b>February</b>	456	1,414	807	420	785	953	1,586	1,334	1,071	2,030
<b>March</b>	2,300	1,783	2,437	1,160	1,060	908	1,764	1,379	3,140	1,856
<b>April</b>	2,684	1,537	711	1,451	3,085	1,017	3,315	1,151	3,664	1,277
<b>May</b>	3,468	778	1,063	1,934	722	1,074	548	588	347	1,847
<b>June</b>	920	563	1,755	1,440	807	418	1,223	894	1,679	1,791
<b>July</b>	1,492	4,153	467	238	1,192	374	201	212	409	906
<b>August</b>	1,241	866	776	2,694	352	554	715	1,056	1,415	1,987
<b>September</b>	2,082	1,285	389	2,339	2,382	1,332	628	692	520	
<b>October</b>	1,754	503	356	3,052	1,825	130	276	2,448	1,194	
<b>November</b>	985	310	1,980	170	199	0	1,685	2,951	810	
<b>December</b>	1,526	1,258	1,452	1,500	677	548	1,034	1,953	1,121	
<b>Totals</b>	<b>23,579</b>	<b>16,149</b>	<b>13,412</b>	<b>17,559</b>	<b>13,758</b>	<b>8,626</b>	<b>13,910</b>	<b>16,003</b>	<b>16547</b>	



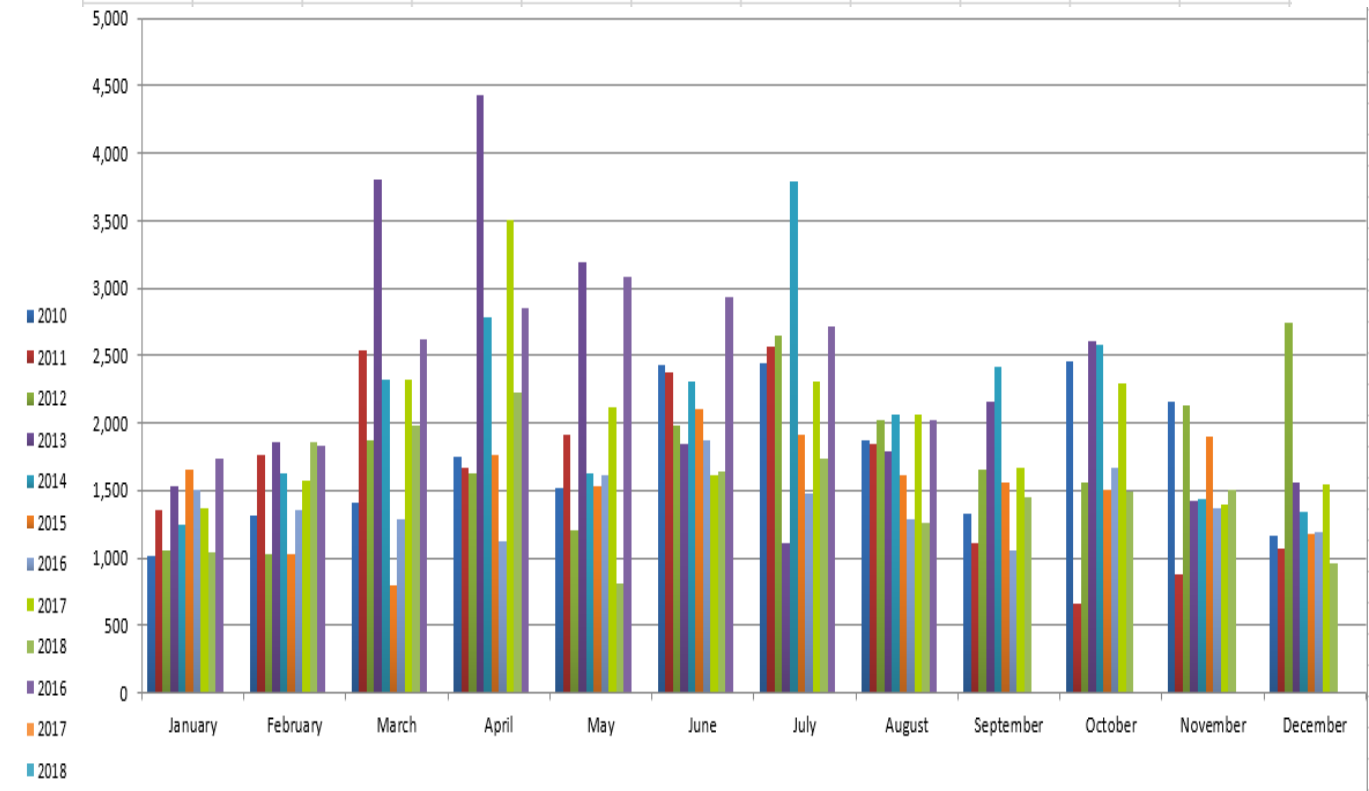
## AVGAS SALES

In 2018, MCRA sold 17,966 gallons of Avgas, or an average of 1,497 gallons per month. From January to August 2019, the Airport sold 19,799, or an average of 2,475 gallons per month.

Avgas sale records (in gallons) since inception in 2010 are below:

### MidCoast Regional Airport Monthly Avgas Fuel Trends

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>January</b>	1,021	1,353	1,053	1,528	1,251	1,651	1,505	1,370	1,037	1,739
<b>February</b>	1,312	1,761	1,029	1,860	1,622	1,031	1,358	1,576	1,865	1,837
<b>March</b>	1,407	2,535	1,867	3,808	2,328	791	1,287	2,322	1,987	2,623
<b>April</b>	1,755	1,664	1,627	4,430	2,782	1,758	1,126	3,504	2,228	2,856
<b>May</b>	1,520	1,916	1,205	3,199	1,627	1,534	1,611	2,121	805	3,078
<b>June</b>	2,435	2,370	1,981	1,848	2,304	2,103	1,870	1,608	1,643	2,928
<b>July</b>	2,442	2,565	2,654	1,116	3,791	1,918	1,481	2,314	1,738	2,719
<b>August</b>	1,869	1,847	2,028	1,796	2,065	1,612	1,283	2,066	1,259	2,019
<b>September</b>	1,330	1,114	1,655	2,164	2,413	1,555	1,062	1,670	1,450	
<b>October</b>	2,451	662	1,556	2,603	2,582	1,507	1,665	2,299	1,488	
<b>November</b>	2,153	877	2,126	1,424	1,432	1,896	1,374	1,390	1,511	
<b>December</b>	1,160	1,072	2,741	1,558	1,342	1,174	1,191	1,547	955	
<b>Totals</b>	<b>20,855</b>	<b>19,736</b>	<b>21,522</b>	<b>27,334</b>	<b>25,539</b>	<b>18,530</b>	<b>16,813</b>	<b>23,787</b>	<b>17,966</b>	



Liberty County Development Authority  
**FBO Management Services for MidCoast Regional Airport**

**SCOPE OF SERVICES**

**PERFORMANCE SPECIFICATIONS**

This exhibit sets forth the performance specifications and scope of services to be provided by the FBO for the LCDA under the above-referenced FBO Management Services proposal. Any work performed in addition to these specific services will be invoiced separately as described within this document under "Additional Services."

The successful Offeror must be able to provide the following minimum services:

**I. Operations**

a. Responsibilities of FBO management:

- i. Fuel price setting as approved by the Board and conduct industry comparative analysis.
- ii. Administer rental car reservations if applicable, to include coordination of after-hours pickup with rental agency if required.
  1. Maintain rental car log on a monthly basis.
  2. Assist with Liberty County Development Authority staff with Hangar and tie down leases.
- iii. Ensuring staff members are dressed in appropriate attire that identifies them to customers.
- iv. Staffing: Two full-time employees currently work at MCRA. Although employed by the current FBO, the local management group would like to see the selected Offeror retain these employees should they be willing to accept terms of employment under a new FBO. FBO shall:
  1. Oversee personnel that will be based at the FBO with direct oversight of operations and management.
  2. Provide employee training specific to job responsibilities and enable continuing industry education when necessary.
  3. Provide no fewer than one annual performance review.
  4. Maintain appropriate staff size; in the event a position comes open, FBO shall provide job description and advertise job.
  5. Coordinate background investigations and drug testing on potential new hires.
- v. Provide for hours of operation in accordance to Airport traffic needs, with the following hours as a proposed baseline and subject to modification at the discretion of the Board:

**FBO Spring, Summer, and Fall Hours (March through October):**  
Monday through Friday - 7:00 AM to 7:00 PM  
Saturday and Sunday - 8:00 AM to 5:00 PM

**FBO Winter (November through February):**  
Monday through Friday - 7:00 am to 5:00 pm  
Saturday and Sunday - 8:00 am to 5:00 pm
- vi. Aircraft fueling (100LL and Jet A) and oil dispensing. Jet A must be available via fuel truck; 100 LL must be available through self-service (with a card reader) and full-service via fuel truck for both local/based and transient customers.
- vii. Manage fuel inventories with daily reconciliations:
  1. Daily log entries.
  2. Daily fuel quality testing.
  3. Trucks and storage facilities.
  4. Monitor supplies needed.

5. Preventative maintenance for equipment and facilities.
- viii. Fuel ordering:
  1. Maintain detailed order logs.
    - a. Date of order.
    - b. Ordered by.
    - c. Date delivered.
  2. Coordinate fuel delivery schedules.
- ix. Fuel trucks:
  1. Daily cleaning of interior and exterior.
  2. Sumps and filters checked.
  3. Fire bottles secured.
  4. Ladder in good condition.
  5. Hoses in good condition.
  6. Fuel quality testing.
- x. Courtesy vehicles:
  1. Daily cleaning of interior and exterior.
- xi. Fuel farm maintenance:
  1. Fuel system logs.
  2. Fuel meter records.
  3. Fuel test records.
  4. Check sumps and recirculation.
  5. Check filters.
  6. General area cleanliness.
- xii. Line technician training and recurrent training.
- xiii. Terminal operations:
  1. Opening procedures:
    - a. Open building, unlock doors, turn on lights.
    - b. Check for voice and written messages.
    - c. Check calendar and ensure preparations are made and facilities in order for any events.
    - d. Clear entryways/glass doors of debris and insects.
    - e. Clean sidewalks around building.
    - f. Unlock office doors.
    - g. Inspect restrooms, pilots' lounge and flight planning rooms for cleanliness and supplies. Stock as needed.
    - h. Make coffee upon request.
    - i. Inspect trucks and perform daily checks.
    - j. Turn on radios
  2. Closing procedures:
    - a. Clean restrooms.
    - b. Write notes as needed for next day staff.
    - c. Secure fuel farm.
    - d. Restock and clean restrooms and coffee areas.
    - e. Empty all trash.
    - f. Ensure all doors and access points are locked and lights are off.
    - g. Pull keys and secure.
  3. Primary front desk operations such as greeting customers, answering phones, providing customer service to facility users and tenants. Monitor office supplies as needed and preventative maintenance on facility.

4. Ensure the common areas, meeting rooms and other facilities (i.e. flight planning amenities, pilot lounge, passenger waiting area, courtesy car, etc.) are maintained in clean and orderly condition in between scheduled cleanings to provide quality experience for pilots, passengers and visitors.
  - xiv. Airfield operations:
    1. Assist with aircraft storage (tie-down and hangar facilities).
    2. Aircraft ramp services (towing, parking, guidance, etc.)
    3. Provide emergency service to disabled general aviation aircraft (i.e. towing/transporting disabled aircraft).
  - xv. Military fueling – all duties and responsibilities relating to military operations at Wright Army Airfield:
    1. Staff properly trained.
    2. Ensure staff schedule is adequate to handle any military operations if necessary.
    3. Subject to LCDA approval, FBO shall prepare and implement a comprehensive operations, maintenance and safety plan with respect to day-to-day operations of the Airport.
- b. Accounting:
- i. Maintain daily log on Excel spreadsheet detailing the sales activity for each day. Information should include tail number (if applicable), item sold, quantity and total sale.
  - ii. Process payments – credit card, military and cash.
  - iii. Rental reports for T-hangars and box-hangars: Provide weekly reports on current tenant leases and available spaces.
  - iv. Any other information reasonably requested by LCDA in order to properly audit, record and report on FBO sales and expense activity.
  - v. Provide monthly detailed FBO expense reports to LCDA for review.
    4. All capital expenditures must be approved by the LCDA and/or Board prior to purchase.
  - vi. For month's end, reconcile and finalize:
    5. Final daily log: Log will show summary of all fuel, pilot supplies and oil sold. Log will provide fuel inventory beginning balances, purchases, sales and ending inventory.
    6. Submit final daily log and inventory spreadsheets to LCDA no later than the 15th day of the month for all activities of the previous month.
  - vii. Annual: assist LCDA staff of finance in development of annual budgets and audits.
- II. **Marketing:** The successful Offeror shall be in a position to attract new business and increase the Airport's revenue base through a comprehensive marketing plan. Facets include, but are not limited to:
- a. Coordinating fly-in events.
  - b. Composing and executing customer correspondence such as letters and emails for area pilots, regional pilots, past users and aircraft owners by zip code.
  - c. Representing MCRA at trade shows.
  - d. Conducting and promoting frequent fueler programs.
  - e. Utilization of industry contacts and network.
  - f. Coordinating with other locations to maximize marketing, personnel training and buying power.
  - g. **Online Marketing:** Offeror shall be expected to implement best practices (such as search-engine optimization, etc.) to build more awareness through the Internet.
    - i. Website: FBO shall maintain update website for MCRA under the domain
    - ii. [www.mcra.us](http://www.mcra.us) that shall include:
      1. Text, photographs and graphic illustrations where appropriate that generate interest in the Airport. Assist Liberty County Development Authority with maintaining and updating the website with current photos.
      2. A facility overviews.

3. An explanation of services offered.
  4. Pilot information.
  5. Hours of operation.
  6. Current fees and prices.
  7. Contact information and directions to the facility from key locations.
  8. An events calendar.
  9. Updates on new developments at the Airport.
- iii. Other sites and social media: FBO shall promote MCRA through relevant social media platforms and sites pertinent to the aviation industry, such as FlightAware, AirNAV, AOPA, etc.

**III. Deliverables and reporting:**

- a. FBO shall communicate weekly or more frequently when needed with on-site staff for updates and any issues or concerns related to Airport activity and maintenance.
- b. FBO shall conduct on-site visits and meetings with staff on a Bi-weekly basis during the first year under FBO Management Services Contract as well as respond to all correspondences within a period of 24 hours. During subsequent contract years, Board will determine the required frequency of FBO visits.
- c. FBO also shall be available to participate in meetings with the Board and staff shall be physically present during monthly basis during the first year under FBO Management Services Contract. During subsequent contract years, Board will determine the required frequency of FBO visits. Report items shall include:
  - i. Public opinions or suggestions based on comment cards and tenant meetings.
  - ii. Marketing strategies and developments provided monthly, including reports of the number and placement of marketing materials generated (i.e. advertisements, brochures, etc.) with copies of each. Marketing reports shall include plans for upcoming efforts and events as well as evaluation of previous efforts and events.
  - iii. Airport activity, fuel sales and hangar occupancy reported monthly.
  - iv. Regional market conditions, rates and fees reported quarterly.
  - v. Proposed budget items for inclusion in operational budget shall be reported prior to May 15 each year.
  - vi. Proposals for unexpected capital expenditures shall be reported monthly prior to Board meeting or as needed in the event of emergency maintenance.

**IV. Comply with all Airport Regulations, including the below Terms, which shall be defined as follows for purposes of this RFP.**

- a. **“Airport Regulations”** means any and all regulations, rules, plans, ordinances, resolutions, guidelines, orders, decrees, measures, directions, and other instructions, relating in any way to the Airport and/or its safety, security, use, operation, condition, or maintenance now in effect or promulgated or established at any time hereafter (i) under the Joint Operating Plan; (ii) as a result of the provisions of the Airport Ground Lease or any grant or loan agreements now or hereinafter entered into between Lessor (and/or the City and the County) and any other Governmental Authority (including, without limitation, the Federal Aviation Administration); or (iii) by Lessor, the JMB, or the Installation Commander, or any one of their authorized representatives or designees.
- b. **“Governmental Authority”** means the United States, the State of Georgia, the U.S. Army, the U.S. Corp of Engineers, the Federal Aviation Administration, the County, the City, and any political subdivision thereof and any agency, department, commission, board, bureau or instrumentality of any of them, as well as any other governmental body having jurisdiction over the Airport (or any part thereof) and/or the operations thereon.
- c. **“Installation Commander”** means the Commanding General of the 3<sup>rd</sup> Infantry Division (Mechanized) or his/her successor as the commander of the host military unit at Fort Stewart.

- d. **“Joint Management Board”** or **“JMB”** means that certain Joint Management Board described in the Joint Use Agreement.
  - e. **“Joint Operating Plan”** means that certain Joint Operating Plan described in the Joint Use Agreement. (The Joint Operating Plan is available as Reference Document 1, which can be picked up at the LCDA office located at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 from 9:00AM – 5:00PM, Monday through Friday beginning on Monday, November 25, 2019 or on the LCDA’s website at [www.lcda.com](http://www.lcda.com) under Procurement and RFPs)
  - f. **“Joint Use Agreement”** means that certain Joint Use Agreement, dated October 22, 2002, between Lessor and the Secretary of the Army, on behalf of the United States, governing the joint use and improvement of Wright Army Airfield and the property constituting the Airport, as the same may now or hereafter be modified, supplement, amended, or restated. (The Joint Use Agreement is available as Reference Document 2, which can be picked up at the LCDA office located at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 from 9:00AM – 5:00PM, Monday through Friday beginning on Monday, November 25, 2019 or on the LCDA’s website at [www.lcda.com](http://www.lcda.com) under Procurement and RFPs)
  - g. **“Airport Ground Lease”** is an agreement dated May 7, 2004, wherein the Secretary of the Army, on behalf of the United States, has leased to Lessor a portion of the property within Ft. Stewart for the purposes of operating a civilian airport now known as “MidCoast Regional Airport at Wright Army Airfield.” Said airport facilities are now or may hereafter be known and constituted, the **“Airport.”**
  - h. **“Board”** refers to the Local Joint Management Board that oversees MCRA and is in the position to award FBO Management Services Contract to the Successful Offeror. The Board is comprised of three voting members and three non-voting advisory members. Voting members are the Liberty County Development Authority Chairman, Chairman of the Liberty County Board of Commissioners, and the Mayor of Hinesville. Advisory members are the CEO of the Liberty County Development Authority, the Liberty County Administrator, and the Hinesville City Manager.
- V. **Other duties** as assigned by LCDA/Board that are normal and customary of FBO activities.
- VI. **Optional services:** The Successful Offeror may provide the following aeronautical services to increase general aviation interest in MCRA. (Note: For Evaluation purposes, these optional services will be evaluated under the Marketing Plan Evaluation Factors):
- a. Flight training.
  - b. Aircraft rental.
  - c. Air taxi/charter.
  - d. Aircraft sales.
  - e. Avionics repair.
  - f. Specialized maintenance (upholstery, etc.)
  - g. Any other type of aeronautical service not listed.

Liberty County Development Authority  
FBO Management Services for MidCoast Regional Airport

OFFEROR QUALIFICATIONS AND PROPOSAL

PROPOSAL FORM AND CONTENT

The Request for Proposals, and any and all other forms, documents, materials, and other information (e.g. Offeror's Qualifications, Operation and Maintenance Plan, Marketing Plan, Management and Staffing Plan and Forms A through J) are required to be made a part of this Proposal, as indicated herein or in the Proposal Documents.

In order to be considered for selection, proposers must submit a complete response to the RFP. Incomplete proposals may not be considered if the omissions are determined to be significant.

Proposals must be submitted in two parts: **(A) one (1) original marked "original," and eight (8) copies of the Proposal for a total of nine (9)** sets of the Proposal. Each such set shall be identical and include a transmittal letter.

Proposals must be typed. The pages of the Proposal (except any appendix or other attachments) must be numbered. A table of contents, with corresponding tabs, is recommended.

All Proposals shall be prepared simply, succinctly and economically, to provide a straightforward and concise description of the matters requested. Emphasis must be on completeness, relevance, and clarity of content.

All Proposals must be bound; it being noted that binding along the left margin (in booklet form) is preferred. To expedite the review of Proposals, it is essential that Offerors follow the format and instructions set forth herein.

The Proposal shall be signed as follows:

- a. A Proposal submitted by a *partnership* shall list the names of all partners and shall be signed in the partnership name by one of the authorized members of the partnership. If there is no partner who is a Georgia resident, the name and address of an entity designated to receive service of process for the partnership in Georgia must be provided.
- b. A Proposal submitted by a *corporation, limited liability company*, or other legal entity not a partnership shall be signed under the legal name of the entity by the officer, manager, or other person(s) duly authorized to bind said entity. The name of each person signing the proposal shall be typed or printed below the signature. If not a Georgia Corporation, there must also be evidence that the corporation is authorized to transact business in Georgia.
- c. A Proposal from an *individual* who is not a Georgia resident shall provide the name and address of an entity in Georgia with the authority to accept service of process for the individual.
- d. All names must be typed or printed in ink below the signature.
- e. The address, email address, facsimile and telephone number for communications regarding the Proposal must be shown.

Each Offeror shall provide the following evidence of qualifications in the form of attachments with detailed responses in addition to Forms A through I and certificate of insurance.



## QUALIFICATIONS (Up to 65 points)

- I. **Description of Business Organization:** Offeror shall include a description of its business organization (i.e., corporation, LLC, partnership, joint venture or sole proprietorship) along with the following information, depending on organizational structure:
  - a. If a corporation: attach the Articles of Incorporation
  - b. If an LLC: attach the Articles of Organization
  - c. If a joint venture: list date of organization, attach a copy of the joint venture agreement, indicate if the joint venture has done business in Georgia and where. Include a description of the business organization of each of the joint venture partners, including the organizational documents for each (i.e., corporations, LL, etc.)
  - d. If a sole proprietorship: list all business names under which such proprietor has done business during the last five (5) years, address(es), how long in business and whether registered or authorized to conduct business in Georgia.
- II. **History of business organization:** Offeror shall include a brief history of its business organization, which shall note any changes in business organization name and ownership structure and any other names under which the business organization has conducted business. Offeror shall include whether it intends to offer services in the name of the Offeror or to create a single-purpose entity for this project.
- III. **Description of Similar Projects:** Proposals must include a detailed description of the Offeror's pertinent, related, prior experience as an FBO, or detailed description of previous business experience Offeror shall include the following information:
  - a. Names of each airport where the Offeror has provided fixed base operator services within the preceding four (4) years;
  - b. Nature of the Offeror's agreement with the airport (i.e., lease, management agreement or some other variation);
  - c. A detailed list of the aeronautical services provided at each airport location; and
  - d. A detailed description of Offeror's experience in the leasing and development of similar aeronautical facilities. Experience of a subsidiary or affiliate of Offeror may be considered for purposes of satisfying the preferred experience requirements. For purposes of this RFP, an "affiliate" shall mean an entity that is controlled by Offeror or shares common control with Offeror.
- IV. **References:** Each Offeror shall submit a maximum of three (3) references demonstrating the successful provision of fixed base operator services or related industry. Each reference should include the name of company, contact names, addresses, and telephone/fax numbers; dates of service; and the type of aeronautical service performed.
- V. **Credit References:** Offeror shall include the names, addresses, and telephone numbers of at least three (3) credit references, including at least one (1) banking reference. In the event proposer is a joint venture, proposer shall provide the required information for each entity forming a part of the joint venture.
- VI. **Legal/Contractual History:**
  - a. Offeror shall provide the name, location and date of any of the proposer's agreements that have been terminated involuntarily within the past five (5) years. Proposer shall provide an explanation of the reason(s) for termination and a contact name, address and telephone number of the other contracting party. A contact person shall be someone who has personal knowledge of the contract.
  - b. Offeror shall provide a list of any judgments or lawsuits currently pending against the proposer or any lawsuit filed against or judgment offered against proposer within the last ten (10) years. Also list any lawsuits filed by Offeror in the last ten (10) years.
  - c. Offeror shall provide a written statement declaring whether proposer has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.

- d. In the event Offeror is a joint venture, proposer shall provide the required information for each entity forming a part of the joint venture.
- e. If Offeror is relying upon the experience of a subsidiary and/or affiliate of Offeror in order to satisfy the minimum experience, requirements of this RFP, proposer shall also provide the information for each subsidiary and/or affiliate of Offeror.

#### **OPERATION AND MAINTENANCE PLAN (Up to 30 points)**

Offeror must provide information regarding the proposed day-to-day operations of the Airport, including, but not limited to, the responsibilities outlined in the aforementioned Scope of Services. The plan should state how proposer intends to identify and address deferred maintenance and repair issues of existing facilities, including aircraft hangars. Describe plan for ensuring the security and safety of the Premises, including access to airfield facilities. The successful proposer will be responsible for maintaining an orderly appearance of the terminal and airfield facilities between scheduled cleanings. The LCDA shall provide weekly cleaning service and landscaping service.

For purposes of this RFP, the following Terms shall be defined as:

- a. **"Airport Regulations"** means any and all regulations, rules, plans, ordinances, resolutions, guidelines, orders, decrees, measures, directions, and other instructions, relating in any way to the Airport and/or its safety, security, use, operation, condition, or maintenance now in effect or promulgated or established at any time hereafter (i) under the Joint Operating Plan; (ii) as a result of the provisions of the Airport Ground Lease or any grant or loan agreements now or hereinafter entered into between Lessor (and/or the City and the County) and any other Governmental Authority (including, without limitation, the Federal Aviation Administration); or (iii) by Lessor, the JMB, or the Installation Commander, or any one of their authorized representatives or designees.
- b. **"Governmental Authority"** means the United States, the State of Georgia, the U.S. Army, the U.S. Corp of Engineers, the Federal Aviation Administration, the County, the City, and any political subdivision thereof and any agency, department, commission, board, bureau or instrumentality of any of them, as well as any other governmental body having jurisdiction over the Airport (or any part thereof) and/or the operations thereon.
- c. **"Installation Commander"** means the Commanding General of the 3<sup>rd</sup> Infantry Division (Mechanized) or his/her successor as the commander of the host military unit at Fort Stewart.
- d. **"Joint Management Board"** or **"JMB"** means that certain Joint Management Board described in the Joint Use Agreement.
- e. **"Joint Operating Plan"** means that certain Joint Operating Plan described in the Joint Use Agreement. (The Joint Operating Plan is available as Reference Document 1, which can be picked up at the LCDA office located at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 from 9:00AM – 5:00PM, Monday through Friday beginning on Monday, November 25, 2019 or on the LCDA's website at [www.lcda.com](http://www.lcda.com) under Procurement and RFPs)
- f. **"Joint Use Agreement"** means that certain Joint Use Agreement, dated October 22, 2002, between Lessor and the Secretary of the Army, on behalf of the United States, governing the joint use and improvement of Wright Army Airfield and the property constituting the Airport, as the same may now or hereafter be modified, supplement, amended, or restated. (The Joint Use Agreement is available as Reference Document 2, which can be picked up at the LCDA office located at 425 W. Oglethorpe Hwy., Hinesville, GA 31313 from 9:00AM – 5:00PM, Monday through Friday beginning on Monday, November 25, 2019 or on the LCDA's website at [www.lcda.com](http://www.lcda.com) under Procurement and RFPs)
- g. **"Airport Ground Lease"** is an agreement dated May 7, 2004, wherein the Secretary of the Army, on behalf of the United States, has leased to Lessor a portion of the property within Ft. Stewart for the purposes of operating a civilian airport now known as "MidCoast Regional Airport at Wright Army Airfield." Said airport facilities are now or may hereafter be known and constituted, the **"Airport."**
- h. **"Board"** refers to the Local Joint Management Board that oversees MCRA and is in the position to award FBO Management Services Contract to the Successful Offeror. The Board is comprised of three voting members and three advisory members. Voting members are the Liberty County

Development Authority Chairman, Chairman of the Liberty County Board of Commissioners, and the Mayor of Hinesville. Advisory members are the CEO of the Liberty County Development Authority, the Liberty County Administrator, and the Hinesville City Manager.

**MARKETING PLAN (Up to 30 points)**

Offeror shall provide a marketing plan that sets forth Offeror's goals and objectives for the Airport, including, but not limited to, increasing operations figures and fuel sales, and increasing awareness of MCRA through website development, advertising, social media and signage. If optional services are being proposed, please detail the program of service and provide estimates of financial impact for the Airport. Plan shall elaborate on duties set forth in the Scope of Services and identify frequency, quantity and placement of marketing materials such as advertisements and brochures and also should explain implementation of MCRA incentive programs (i.e. frequent fueler rewards).

**MANAGEMENT AND STAFFING PLAN (Up to 30 points)**

Offeror shall submit the following information regarding the proposed management and organizational structure, staffing plan, and management and staff training programs, with the understanding that although employed by the current FBO, the local management group would like to see the selected Offeror retain these employees should they be willing to accept terms of employment under a new FBO; provided, however, that any and all employment decisions regarding existing or future employees of the FBO shall be made exclusively by FBO management.

- a. Organizational chart illustrating the reporting relationships between corporate and on-site management and between all on-site staff.
- b. Staffing and management schedule to cover the estimated hours of operation, including the number of employees by staff level.
- c. Resumes for the proposed on-site manager, regional manager, and any other key management or staff, as appropriate.

**Note: The acceptance of a proposal by the LCDA shall not constitute approval of the proposer's submitted plans.**

**CONTRACT COST (Up to 70 points)**

Offeror shall provide a schedule of fees as detailed on Form G.

**LOCAL PREFERENCE (Up to 5 points)**

For qualifications and evaluation criteria see Form I.

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Liberty County Development Authority  
FBO Management Services for MidCoast Regional Airport

**PROPOSAL FORM**  
Form A



Liberty County Development Authority  
425 W. Oglethorpe Highway, Hinesville, Georgia 31313  
Tele: (912) 368-3359 Fax: (912) 368-5585

**PROPOSAL FORM**  
**FBO Management Services**  
Hinesville, Georgia

**MANDATORY PROPOSAL FORM:** This form must be submitted and returned to the LCDA at its offices located at 425 W. Oglethorpe Highway, Hinesville, Liberty County, Georgia 31313, prior to the Submission Deadline (3:00 p.m. Friday, December 13, 2019, unless changed by Addenda), and must be accompanied by the following documents:

The Request for Proposals, and any and all other forms, documents, materials, and other information (e.g. Offeror's Qualifications, Operation and Maintenance Plan, Marketing Plan, Management and Staffing Plan and Forms A through J) are required to be made a part of this Proposal, as indicated herein or in the Proposal Documents.

The above material must be submitted in a sealed envelope in the manner provided in the Instructions to Offerors. If this form is not fully and accurately completed and submitted to the LCDA, together with the other documents listed above, as required in the Proposal Documents, the LCDA may (in its sole and absolute discretion) reject the Proposal.

**SECTION I – Terms of Proposal**

This Proposal is submitted in accordance with, and subject to, all of the terms, conditions, and provisions set forth in the Proposal Documents, and is made further subject to the following:

- (a) The undersigned Offeror agrees, if this Proposal is accepted, to enter into the FBO Management Services Contract with LCDA, as well as such contract(s) and warranties collectively as is necessary or appropriate for the subject Scope of Work, in the form included in the Proposal Documents (or if not included, in such form as may be reasonably prescribed by LCDA) and to fully perform and observe the obligations and terms on its part to be performed therein. Said Agreement shall be executed by Offeror in the manner indicated therein and returned to the LCDA within the time prescribed in the Proposal Documents. Failure to execute the Agreement in the time prescribed will result in disqualification of the Offeror.
- (b) Offeror accepts all of the terms and conditions set forth in the Proposal Documents. This Proposal will remain subject to acceptance for ninety (90) days following the Submission Deadline, or for such longer period of time that Offeror may agree to in writing upon request of LCDA.
- (c) In submitting this Proposal, Offeror represents, as may be more fully set forth in the Proposal Documents, that:
  - (1) Offeror has read, examined, and carefully reviewed the Proposal Documents and any and all other materials made available by LCDA in connection with this Proposal and the Scope of Work, and fully understands the same and freely and voluntarily submits this Proposal pursuant to the terms contained in the Proposal Documents.
  - (2) Offeror further acknowledges receipt of any and all Addenda issued by the LCDA in connection with this Proposal and the Scope of Work.

Offeror shall list received Addenda below:

Addendum	Date

- (3) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation. Offeror has not, directly or indirectly, (i) induced or solicited any other Offeror to submit a false or sham Proposal; (ii) solicited or induced any Person to refrain from submitting a Proposal; or (iii) sought by collusion to obtain for itself any advantage over any other Offeror or over LCDA.
- (4) If the Offeror is not a natural person, that it has the full and complete right, power and authority to submit this Proposal and perform the terms of the Agreement (if accepted by LCDA), and the same has been duly and validly authorized by all necessary action on the part of the Offeror, and no additional authorization, consent or permit is required.
- (5) If the Offeror is not a natural person, the individual or individuals signing this Proposal on behalf of the Offeror has or have the right, legal power and actual authority to bind the Offeror to the terms and conditions of this Proposal.

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**SECTION II – Proposal Submittal Authorization**

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Subject to the foregoing and the terms contained in the Proposal Documents, the Offeror does hereby submit a Proposal for the delivery of the professional services contemplated by the RFP.

Unless otherwise provided herein, all capitalized terms used in this Proposal shall have the meaning ascribed in the Proposal Documents.

DATE: \_\_\_\_\_, 2019.

OFFEROR:

If an individual(s):

Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Offeror's Address: \_\_\_\_\_

Offeror's Tele/Fax: \_\_\_\_\_ / \_\_\_\_\_

Offeror's Email: \_\_\_\_\_

If a legal entity not an individual(s):

Name: \_\_\_\_\_,

A limited liability company/corporation/other

By: \_\_\_\_\_  
(Signature)

Name/Title: \_\_\_\_\_  
(Printed)

Liberty County Development Authority  
FBO Management Services for MidCoast Regional Airport

AUTHORIZATION TO INVESTIGATE  
Form A-1

To: Liberty County Development Authority

Re: Request for Proposals for FBO Management Services

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AUTHORIZATION TO INVESTIGATE

The undersigned Offeror consents to and authorizes the full investigation by the Liberty County Development Authority, Liberty County, Georgia, or its related departments and agencies, of the information given in connection with the proposal submitted by the undersigned in connection with the above referenced Scope of Work, and consents to representatives and agents of said Liberty County Development Authority contacting the named references, named financial institutions, and such other persons and entities as may be needed to confirm such information or evaluate the merits of the subject proposal, and waives any right the undersigned may have for such information to remain confidential. The furnishing of false or misleading information or the intentional withholding of material facts (as determined by the Liberty County Development Authority in their sole discretion), shall be a reason for rejection of any proposal submitted by the undersigned in connection with the Scope of Work and may further subject the undersigned to forfeiture of any proposal security and additional civil liability and/or criminal prosecution.

Date: \_\_\_\_\_

Offeror: \_\_\_\_\_  
(Print Name)

Authorized Signature: \_\_\_\_\_

Liberty County Development Authority  
**FBO Management Services for MidCoast Regional Airport**

**STATEMENT OF NON-COLLUSION**

Form A-2

To: Liberty County Development Authority

Re: Request for Proposals for FBO Management Services

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**STATEMENT OF NON-COLLUSION**

The undersigned Offeror affirms that it has not prevented or endeavored to prevent any other person or entity from submitting a competing sealed proposal by any means whatsoever, or otherwise caused or induced another to withdraw a proposal from consideration. The below Offeror further affirms and covenants that it will make an oath confirming the foregoing prior to commencing any work, should it be awarded the contract which is the subject of the above referenced proposal.

Date: \_\_\_\_\_

Offeror: \_\_\_\_\_  
(Print Name)

Authorized Signature: \_\_\_\_\_

Liberty County Development Authority  
**FBO Management Services for MidCoast Regional Airport**  
**OFFEROR'S QUALIFICATIONS**  
**Form B**

Each Offeror shall furnish with his or her proposal the following completed and signed documents. In addition, the LCDA reserves the right to conduct such additional investigation into the competency and responsibility of the Offerors (or any particular Offeror) as LCDA may deem necessary.

1. Name of Offeror: \_\_\_\_\_
2. Business address: \_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. Email address: \_\_\_\_\_
5. When organized: \_\_\_\_\_
6. Website: \_\_\_\_\_
7. Where incorporated: \_\_\_\_\_
8. How many years have you been engaged in the fixed base operations under the present firm name?  
\_\_\_\_\_
9. What is the type of work in which you are principally engaged?  
\_\_\_\_\_
10. On a separate sheet, list major contracts in the past 10 (ten) years, including those similar to this project.
11. On a separate sheet, list personnel available for this project.
12. Credit available for this contract: \$  
\_\_\_\_\_
13. On a separate sheet, list all projects presently under contract by your name and location.
14. Have you ever refused to honor your original bid?  
\_\_\_\_\_
15. Have you ever been declared in default on a contract?  
\_\_\_\_\_
16. Do you have experience operating a Joint Use Airport? (If so, please provide location, length and dates of contract and point of contact information.) \_\_\_\_\_  
\_\_\_\_\_

Remarks:  
\_\_\_\_\_



Liberty County Development Authority  
**FBO Management Services for MidCoast Regional Airport**  
**BUSINESS QUESTIONNAIRE**  
**Form C**  
(Attach additional sheets as needed)

Offeror's Name: \_\_\_\_\_

1. In the past 7 years, have you personally, or any business with which you have been involved, been declared bankrupt, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court? (If yes, provide date, court jurisdiction, case name, case number, amount of liabilities, amount of assets and the status of each occurrence.)

Yes ( ) No ( )

2. Have you personally, or any business with which you have been involved, ever been a defaulter as surety upon any obligation to the LCDA? (If yes, provide details)

Yes ( ) No ( )

3. Are there any pending liens, claims or litigation in excess of (or alleged to be in excess of) \$10,000 involving the Offeror? (If yes, provide detailed information regarding complaints about how the quality of applicant's services was unsatisfactory.)

Yes ( ) No ( )

4. Has the Offeror been involved in any lawsuits in the past 5 years? (If yes, provide court jurisdiction, case name, case number, and status of each lawsuit.)

Yes ( ) No ( )

5. Have any of the Offeror's consulting contracts been terminated prior to their expiration, voluntarily or involuntarily, or have any such contracts not renewed, within the last 5 years? (If yes, provide name, location, date of the contract(s), and reason(s) for early termination).

Yes ( ) No ( )

6. Has the Offeror, or any corporation or other entity that has, directly or indirectly, a controlling interest in the Offeror, or any subsidiary of the Offeror or other entity in which the Offeror has a controlling interest or any of the Offeror's principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? (If yes, provide the current status of such suspension or debarment proceedings.)

Yes ( ) No ( )

7. Offeror intends to operate business as a: (Please check one)

- Sole Proprietorship** ( )
- Partnership** ( )
- Corporation** ( )
- Joint Venture** ( )
- Limited Liability Company** ( )

Liberty County Development Authority  
FBO Management Services for MidCoast Regional Airport

**BUSINESS REFERENCES**  
Form D

Offeror's Name: \_\_\_\_\_

List 3 persons or firms with whom you have conducted business during the past 3 years.

**Do not list Liberty County Development Authority, Liberty County Board of Commissioners or City of Hinesville employees, or officials as business references.** In addition to the references submitted, the LCDA may obtain information on past performance on any previous or existing contract.

**Business Reference**

Contact Name, Title, and Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax/E-mail: \_\_\_\_\_

Nature and duration of business association: \_\_\_\_\_

\_\_\_\_\_

**Business Reference**

Contact Name, Title, and Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax/E-mail: \_\_\_\_\_

Nature and duration of business association: \_\_\_\_\_

\_\_\_\_\_

**Business Reference**

Contact Name, Title, and Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax/E-mail: \_\_\_\_\_

Nature and duration of business association: \_\_\_\_\_

\_\_\_\_\_

Liberty County Development Authority  
FBO Management Services for MidCoast Regional Airport

**CREDIT REFERENCES**  
Form E

Offeror's Name: \_\_\_\_\_

List 3 persons or firms who can affirm your credit standing.

**Do not list Liberty County Development Authority, Liberty County Board of Commissioners or City of Hinesville employees, or officials as business references.** In addition to the references submitted, the LCDA may obtain information on past performance on any previous or existing contract.

**Credit Reference**

Contact Name, Title, and Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax/E-mail: \_\_\_\_\_

Credit relationship/ type of credit: \_\_\_\_\_

\_\_\_\_\_

**Credit Reference**

Contact Name, Title, and Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax/E-mail: \_\_\_\_\_

Credit relationship/ type of credit: \_\_\_\_\_

\_\_\_\_\_

**Credit Reference**

Contact Name, Title, and Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax/E-mail: \_\_\_\_\_

Credit relationship/ type of credit: \_\_\_\_\_

\_\_\_\_\_

Liberty County Development Authority  
FBO Management Services for MidCoast Regional Airport

HISTORICAL FUEL SALES  
Form F

Offeror's Name: \_\_\_\_\_

Provide total Jet-A and AV Gas sales experience at all locations for the three (3) most current consecutive years.

Year	Number of FBO locations	Total gross sales Jet-A	Total gross sales AV Gas

Briefly describe airports and/or other locations at which you currently sell Jet-A and/or AV Gas.

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Liberty County Development Authority  
**FBO Management Services for MidCoast Regional Airport**

**SCHEDULE OF FEES**  
**Form G**

Offeror's Name: \_\_\_\_\_

The initial contract period for FBO Management Services at MidCoast Regional Airport shall be for one (1) year, with two (2) one-year renewal options. To ensure consistency and for proper analysis, pricing submission should follow the format reflected.

	<u><b>Year 1</b></u>	<u><b>Year 2</b></u>	<u><b>Year 3</b></u>
Salaries	\$	\$	\$
Overtime	\$	\$	\$
Bonuses	\$	\$	\$
Benefits	\$	\$	\$
Air Travel	\$	\$	\$
Auto Mileage	\$	\$	\$
Meals and Lodging	\$	\$	\$
Postage & Freight	\$	\$	\$
Office Supplies	\$	\$	\$
General/Safety Supplies	\$	\$	\$
Advertising/Marketing	\$	\$	\$
Dues/Memberships	\$	\$	\$
Training & Tuition	\$	\$	\$
Taxes & Licenses	\$	\$	\$
Insurance	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<b>Totals</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Management Fee (% of Expenses)	%	%	%
<b>Total Annual Cost</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

# FBO Management Services for MidCoast Regional Airport

## SCHEDULE OF FEES

### Form G (continued)

Alternatively, Offerors are invited to submit other cost proposals such as those in which a percentage of net income is paid to the FBO in consideration for substantially increased revenues generated from Airport operations. Alternative cost proposals are invited in the form of an attachment.

Dated and signed on this \_\_\_\_ day of \_\_\_\_\_, 2019.

Name of Offeror: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

Liberty County Development Authority  
FBO Management Services for MidCoast Regional Airport

**DRUG-FREE WORKPLACE CERTIFICATION**  
Form H

The undersigned Offeror hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informing employees about the dangers of drug use in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Giving each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified in subsection one (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or novo contendere, to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposing a sanction on or requiring the satisfactory participation in drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Continuing to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Offeror's signature: \_\_\_\_\_

Firm name: \_\_\_\_\_

Liberty County Development Authority  
FBO Management Services for MidCoast Regional Airport

LOCAL PREFERENCE QUALIFICATIONS  
Form I

**Documentation to show qualifications must be submitted with RFP.**

- (a) Except as otherwise be required by applicable state or federal law, in the contracting for goods and services of all kinds and description, when such goods are to be obtained, whether through an invitation for bids or a request for competitive sealed proposals, local preference shall be given to:
- (2) Businesses having a business location within the geographic boundaries of Liberty County; and
  - (3) Businesses where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County; and
  - (4) Businesses where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County.
- (b) For purposes of this section:
- (1) The term "business location" means that the business has a staffed, fixed, physical, place of business located within Liberty County and has had the same for at least one year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Liberty County for the business at a fixed, physical, place of business, for at least one year prior to the date of the business' submission of its proposal or bid, as applicable.
  - (2) The term "residents of Liberty County" means persons whose residence is within the geographic boundaries of Liberty County; and
  - (3) The residence of any person shall be held to be that place in which such person's habitation is fixed, without any present intention of removing therefrom.
- (c) Whenever goods or services of any kind or description are to be obtained through the solicitation of competitive sealed proposals, local preference shall be included as an evaluation criteria to be considered by the vendor selection committee. In this regard, ten percent of the total points available to each proposer shall be awarded on the basis of whether the proposer has a business location within the geographic boundaries of Liberty County, or has a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or has a business where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County. Proposers having a business location within Liberty County, or having a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or having a business where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County, shall be entitled to and shall receive the local preference points provided for in this section.
- (d) Whenever goods or services of any kind or description are to be obtained through an invitation for bids, for the purpose of making an award to the lowest responsible bidder where two or more bidders have submitted the lowest bid with each of said bids being otherwise equal with respect to cost, but only one such bidder has a business location within Liberty County, or has a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or has a business where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County, then the recommendation for award shall be in favor of the bidder having a business location within Liberty County, or having a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or having a business where at



least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County.

- (e) Whenever a proposal or bid is submitted by a partnership, or joint venture, the local preference provided for in this section shall be awarded if the proposer or bidder, or any member of the proposer or bidder, defined as a business that is a signatory to the partnership or joint venture agreement, has a business location within Liberty County, or has a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or has a business where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County. No local preference shall be given on the basis of the business location, the percentage of owners of the business whom are residents of Liberty County, or the percentage of employees of the business whom are residents of Liberty County of any affiliated business, subcontractor, or consultant.
- (f) Each business seeking local preference points under section 102-358 shall certify under oath that it is eligible to receive the local preference points as set forth above as a part of the submission of its proposal or bid to Liberty County and, in the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Liberty County Development Authority  
**FBO Management Services for MidCoast Regional Airport**  
**SAMPLE SERVICE AGREEMENT**

STATE OF GEORGIA  
COUNTY OF LIBERTY

**AGREEMENT FOR PROFESSIONAL FBO MANAGEMENT SERVICES**

THIS AGREEMENT FOR FBO MANAGEMENT SERVICES is made and entered into as of the Effective Date (as defined herein) by and between **LIBERTY COUNTY INDUSTRIAL AUTHORITY**, a public body created and existing under the Constitution and laws of the State of Georgia, having a mailing address of 425 W. Oglethorpe Hwy., Hinesville, Liberty Authority, Georgia (hereinafter referred to as the "**Authority**"), and

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(hereinafter referred to as the "**FBO**").

**WITNESSETH:**

**WHEREAS**, the Authority requires the services of a duly licensed and qualified professional airport management company to perform the services described on the attached **Exhibit "A"** (the "**Services**"); and

**WHEREAS**, the FBO desires to offer such professional services, and the Authority is willing to engage FBO to furnish the same, on the terms and conditions set forth hereinbelow; and

**WHEREAS**, this Agreement awarded through a Request for Proposals opened on December 3, 2019 (the "**RFP**").

**NOW THEREFORE**, incorporating the foregoing recitals, and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Authority and the FBO mutually agree and bind themselves as follows:

1. **Replacing Prior Agreements.** Any and all agreements, understandings, or contracts that may presently exist between the Authority and the FBO regarding the subject matter hereof, whether written or oral, are hereby mutually rescinded, canceled, and annulled.

2. **Services Provided; Standard of Care, Etc..** During the term of this Agreement, the FBO agrees to perform the Services described on the attached **Exhibit "A"**, and will at all times during the term hereof faithfully, industriously, and to the best of the FBO's ability, provide the Services described therein to the entire satisfaction of the Authority. FBO shall also fully and satisfactorily comply with and observe any and all additional requirements on the part of FBO to be performed or observed under the terms of the RFP, which is incorporated and made a part hereof for all purposes. In connection with said Services, the FBO hereby additionally covenants and agrees as follows:

(a) **Standard of Care.** The standard of care for all professional FBO Management Services and related services performed or furnished by FBO under this Agreement will be the care and skill ordinarily used by professional FBOs in the State of Georgia experienced with projects similar to those to be undertaken by FBO during the term of this Agreement.

(b) Technical Accuracy. The Authority shall not be responsible for discovering deficiencies in the technical accuracy of the Services provided hereunder, and FBO shall correct any and all deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in the information furnished from time to time by Owner in connection with such Services.

(c) Laws and Policies. In the performance of this Agreement, FBO agrees that the Services shall be conducted in full compliance with (i) any and all applicable statutes, laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether state, federal or local, having jurisdiction over the FBO or the Services; and (ii) any and all policies and procedures now or hereafter promulgated by the Authority.

(d) Independent Contractor. FBO will perform the Services as an independent contractor only, and nothing in this Agreement (or any conduct of the parties) shall be construed to be inconsistent with such status. In this connection, FBO will maintain complete control of and responsibility for its employees, subcontractors, consultants, and agents, as well as the means and methods for performing the Services and for the safety of said employees, subcontractors, consultants, and agents. FBO is not to be considered an agent or employee of the Authority for any purpose, and will have no authority to bind the Authority or otherwise incur liability on behalf of the Authority except with the express prior written approval thereof. Furthermore, notwithstanding anything in this Agreement to the contrary, the Authority shall have no obligation to provide, and the FBO shall not be entitled to receive, any benefits that the Authority may provide for the Authority's employees, including, but not limited to, pension and annuity benefits, medical insurance, and sick, holiday and vacation pay. FBO assumes full responsibility for the payment of all contributions, payroll taxes, or assessments as to any employees engaged in the performance of the Services hereunder, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any state or federal laws on this subject.

(e) Immigration Compliance. To the fullest extent applicable to the Services to be furnished hereunder, FBO shall fully comply with the provisions of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq. (and any related state and federal statutes, laws and regulations), and shall submit (and cause its agents, subcontractors, and consultants to submit) submit whatever affidavits, documents, and other evidence of compliance as may be required by said law(s) or otherwise requested by the Authority from time to time in connection with the Services. It is not the intent of this paragraph to provide detailed information or legal advice concerning the Georgia Security and Immigration Compliance Act (or any related federal statute, law or regulation), and FBO shall be solely responsible for independently familiarizing itself with, and strictly observing, the requirements of thereof.

(f) Conflict of Interest. At all times during the term of this Agreement, FBO shall take such action as may be necessary from time to time to identify any potential conflict(s) of interest presented by the performance of any of the Services hereunder, and thereafter promptly notify the Authority of the circumstances given rise to such potential conflict of interest and the action proposed by FBO to remedy or otherwise minimize the consequences of any such potential conflict.

(g) Document Retention. All Documents and other materials, correspondence, electronic mail and other documentation relating to this Agreement and the Services provided hereunder shall be preserved by FBO in a readily accessible form at all times during the term of this Agreement and for a period of five (5) years following the expiration or any earlier termination of this Agreement.

### 3. Term of Agreement; Termination.

(a) Term. The FBO shall provide the Services specified in this Agreement as of the date hereof until the earlier of the following (i) on the anniversary date of this Agreement; or (ii) the date this Agreement is terminated by the Authority as provided in subparagraphs (b) and (c) below; provided, however, that this Agreement shall be deemed to be automatically renewed for two (2) successive one-year periods unless, prior to the then current term, the

Authority notifies FBO of its intent not to so renew this Agreement. Unless otherwise agreed by the parties in writing, any renewal of this Agreement shall be on the same terms and conditions as set forth herein. As used in this Agreement, "term" shall mean the initial term of this Agreement as the same may be renewed hereunder.

(b) Termination Generally; Suspension. Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time during its term by either party, for any or no reason, with or without cause, upon thirty (30) days' prior written notice to the FBO if terminated by the Authority, and upon ninety (90) days' prior written notice to the Authority if terminated by FBO. Additionally, this Agreement and the performance of any Services to be provided hereunder may be temporarily suspended, in whole or in part, by the Authority immediately upon written notice to FBO advising of such suspension.

(c) Termination for Reasonable Cause. In addition to, and not by limitation of, the rights of the Authority specified in subparagraph (b) hereinabove, this Agreement may also be terminated by the Authority at any time following prior notice to FBO as set forth in paragraph 9(a) below upon a determination by the Authority that "reasonable cause" exists for such termination. "Reasonable Cause" shall include, but not be limited to:

(i) Any act or omission which reasonably constitutes dishonesty, fraud, deceit, negligence, willful misconduct or recklessness; or

(ii) Inattention to, neglect of, or any other failure to competently perform the Services described hereunder in the manner and to the extent required by the Authority.

Additionally, FBO may terminate this Agreement as set forth in (and limited by) paragraphs 9(c) and (d) below.

Upon the termination of this Agreement, neither party shall thereafter have any further rights, duties or obligations under this Agreement (except as otherwise specifically provided hereunder), but each party shall remain liable and responsible to the other for all obligations and duties hereunder accruing prior to said termination and for all acts and omissions of such party prior to such termination.

4. Compensation. In consideration of the satisfactory performance of FBO's obligations under this Agreement, the Authority agrees to compensate FBO for the Services as set forth on the attached Exhibit "B". To the extent requested by the Authority, each payment to be made to FBO hereunder shall be conditioned upon receipt by the Authority from the FBO of such evidence and documentation, in form and content satisfactory to the Authority (including, but not limited to, certificates and affidavits of FBO, or such other persons as the Authority may require) showing, without limitation, the following: (a) the Services provided to date by FBO; (b) that the representations made by the FBO hereunder are truthful and otherwise correct as of the date of said payment request; and (c) that FBO has complied with all of its obligations required to be performed or observed under this Agreement.

Notwithstanding the foregoing or any other provision in the Agreement to the contrary, the Authority shall be entitled to set off and withhold any payment to FBO otherwise due under the Agreement to the extent of any sum the Authority reasonably claims is owed to Authority by FBO under the terms of this Agreement or at law or in equity arising out of (i) any failure of performance or other breach or violation of this Agreement on the part of FBO or its employees, consultants, contractors, or agents; (ii) any indemnification on the part of FBO in favor of the Authority under the Agreement; or (iii) the negligence of FBO or its employees, consultants, contractors, or agents; provided that FBO may contest any such set off or similar action by Authority in accordance with the provisions of this Agreement regarding dispute resolution or as otherwise authorized by law.

5. Representations of FBO. In order to induce the Authority to enter into this Agreement and provide the funds described herein, the FBO represents and warrants to the Authority as follows:

(a) Organization. FBO is a corporation duly and validly existing, in good standing, under and by virtue of the laws of the State of Georgia, and has all requisite power and authority to transact the business in the State of Georgia in which it is now engaged or proposed to be engaged.

(b) Authorization. FBO has the full and complete right, power and authority to enter into this Agreement, and the performance by FBO of the Services and other obligations hereunder has been duly and validly authorized by all necessary action on the part of FBO and its directors and officers; and no additional authorization, consent or permit is required.

(c) Permits. To the extent required by applicable law, FBO possesses, or will possess prior to undertaking the Services described herein, all necessary permits, authorizations, licenses, and other certifications and approvals which may be necessary to satisfactorily discharge the Services to be provided hereunder.

(d) Binding Agreement. This Agreement constitutes the valid obligations of FBO, legally binding upon it and enforceable in accordance with its terms. No further consent or approval of any other party is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement.

(e) No Material Litigation. There is no action, suit or proceeding pending or threatened against or affecting FBO before any court, arbitral body, governmental department, commission, board or other federal, state, authority, or municipal instrumentality, agency or authority which might, in any one case or in the aggregate, materially or adversely affect the ability of FBO to fully and satisfactorily discharge his obligations under this Agreement.

(f) Information. All representations, warranties and other information heretofore or hereafter furnished by FBO to the Authority in connection with the RFP or otherwise is or will be true and correct as of the date such information was furnished.

(g) Signatories. The individual or individuals signing this Agreement on behalf of FBO has or have the right, legal power and actual authority to bind the FBO to the terms and conditions of this Agreement.

## 6. No Liability of Authority; Indemnity; Release.

(a) FBO Liable. FBO will be entirely and solely responsible and liable for all negligent, willful, or intentional acts and omissions of the FBO and his agents, employees, associates, consultants, and contractors while engaged in the performance of the Services contracted for hereunder, and the Authority shall in no event be liable for any injury or damage to person or property resulting from any such Services except to the extent such injury or damage is caused by the negligence or willful or intentional misconduct of the Authority or its employees. Moreover, FBO hereby fully assumes all risk and liability for damage or destruction to property and injury or death to person arising from its (or its agents', employees', representatives', associates', consultants' or contractors') entry upon the property of the Authority; it being acknowledged that (i) the Authority makes no representations or warranties about the condition or safety of such property, and specifically disclaims the same; and (ii) such persons enter the property of the Authority at their sole risk.

(b) Indemnification. The provisions of this Agreement notwithstanding, and in addition to any other indemnities in favor of the Authority specifically provided for herein, FBO agrees to fully protect, defend, indemnify and save the Authority and its officials, representatives, agents, and employees harmless against and from any and all liabilities, loss, claims, suits, proceedings, damages, demands, penalties, judgments, costs and expenses (including but not limited to litigation expenses and reasonable attorneys' fees) of every kind and nature, whether known or unknown, relating to or arising from, either directly or indirectly: (i) any negligent, willful, or intentional act or omission of the FBO or its agents, employees, representatives, associates, consultants, or contractors in connection with the

Services or otherwise; or (iii) any breach, violation or nonperformance of this Agreement by FBO, or any applicable local, state or federal statute, ordinance, law or regulation; provided, however, with respect to any matter referenced in the preceding clauses (i) or (ii), this indemnity shall not apply to the extent that any damage, penalty, judgment, loss, cost, expense, or other liability is caused by the negligence or willful or intentional misconduct of the Authority or its employees. In case any action or proceeding is brought against the Authority by reason of any such claims, FBO (upon notice from the Authority) covenants to resist or defend such action or proceeding by and through counsel reasonably satisfactory to the Authority; provided that if a court of competent jurisdiction determines that any of the provisions of this paragraph violate O.C.G.A. Section 13-8-2 and are applicable to this Agreement, the indemnity contained in this Agreement shall not extend to any indemnification which is prohibited by O.C.G.A. Section 13-8-2, but the remainder of this indemnification shall be unaffected. In the event that the Authority is found liable by a court of competent jurisdiction in connection with any action or proceeding defended by FBO pursuant to this subparagraph, then the Authority shall reimburse to FBO all reasonable third-party costs and expenses incurred by FBO as a result of said defense; provided that the Authority's obligation of reimbursement hereunder shall only apply to the extent of its share of liability adjudicated in any such action or proceeding. The obligations contained herein shall indefinitely survive the expiration or earlier termination of this Agreement.

(c) **Release.** FBO, on behalf of itself and its representatives, associates, employees, agents, consultants, contractors, successors and assigns (collectively, the **"Releasing Parties"**) hereby releases, acquits, and forever discharges the Authority and its employees, officials, officers, agents, representatives, successors and assigns (collectively, the **"Released Parties"**), from any and all claims, claims for relief, actions, causes of actions (whether ex contractu or ex delicto), suits, debts, liens, contracts, obligations, agreements, promises, representations, liabilities, demands, losses, damages, costs, penalties, and expenses (including, but not limited to, litigation expenses and reasonable attorneys' fees), of every kind or nature, whether known or unknown, joint or several, fixed or contingent, relating to or arising out of, directly or indirectly those matters which FBO has indemnified the Authority pursuant to subparagraph (b) above. Additionally, the Releasing Parties, and each of them, do hereby further covenant not to sue or otherwise seek recourse against the Released Parties, or any of them, on any such claim, demand, action, cause of action, suit, liability, indebtedness, duty, obligation or responsibility hereinabove released. The provisions of this paragraph shall indefinitely survive the expiration or earlier termination of this Agreement.

7. **Insurance.** FBO shall be required to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, professional liability, and other insurance necessary to protect the Authority's and FBO's interests in connection with the Services to be performed hereunder. Without limiting the foregoing, FBO shall, at a minimum, procure and maintain the following insurance in such amounts as shown below and with such companies and having such deductibles as may be otherwise reasonably required by the Authority:

Premises Liability	\$1,000,000/Occurrence \$2,000,000 Aggregate
Premises Medical Payment	\$25,000/Occurrence
Products Liability	\$1,000,000/Occurrence \$1,000,000 Aggregate
Hangar keepers Legal Liability (Including Taxi)	\$250,000/Aircraft \$1,000,000/Occurrence
Personal Injury Liability	\$1,000,000/Occurrence \$1,000,000 Aggregate

Advertising Liability	\$1,000,000/Occurrence \$1,000,000 Aggregate
Auto Insurance	\$250,000/Occurrence
Workers Compensation	Statutory
Employers Liability	\$100,000

FBO shall cause its contractors and consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by FBO in connection with the Services. FBO shall cause the Authority to be listed as an additional insured on any applicable general liability insurance policy carried by FBO. FBO shall deliver to the Authority certificates of insurance evidencing the coverages (and copies of related policies required hereunder). Such certificates shall be furnished prior to commencement of the Services and thereafter upon request of the Authority from time to time during the term of this Agreement.

All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to the Authority and to each other additional insured (if any) to which a certificate of insurance has been issued.

At any time, Authority may request that FBO or its consultants or contractors provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified herein; provided, however, that FBO shall be entitled to adjust its rates charged to the Authority under this Agreement should such additional insurance coverage materially increase the premium(s) for such insurance. If so requested by the Authority, and if commercially available, FBO shall obtain and shall require its consultants and contractors to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by the Authority.

**8. Remedies and Damages.**

(a) FBO's Failure to Perform Under Agreement. If, due to circumstances other than the Authority's failure to perform any term or condition of this Agreement binding on the Authority, FBO fails, refuses, or is unable to timely perform any of its obligations under this Agreement, or if any warranty or representation made herein by FBO proves untrue (individually or collectively, and following notice and a period to cure as provided herein, an "FBO's Default"), the Authority shall deliver to FBO written notice detailing FBO's Default. FBO shall have fifteen (15) days from receipt of such notice from the Authority within which to remedy FBO's Default; provided, however, that if FBO's Default involves the withholding, refusal, or other failure by FBO to deliver to the Authority any and all Documents requested, an FBO's Default shall be deemed to exist following twenty-four hours' written notice to FBO.

(b) Authority's Non-Exclusive Remedies. If at the expiration of the curative period set forth in subparagraph (a) above FBO has not cured such failure of performance, the Authority shall be entitled, subject to the restrictions and limitations contained in subparagraph (f) below, to pursue any and all remedies available to the Authority at law or in equity, to include without limitation the right to obtain specific performance of this Agreement or other injunctive relief; it being understood and acknowledged that no remedy herein conferred upon or reserved to the Authority under this Agreement, or any other document delivered hereunder or in connection herewith, is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy so given or reserved or now or hereafter existing at law or in equity or by statute (unless otherwise provided in this Agreement).

(c) Authority's Failure to Perform Under Agreement. If, due to circumstances other than FBO's failure to perform any term or condition of this Agreement binding on FBO, the Authority fails, refuses, or is unable to timely perform any of its obligations under this Agreement (individually or collectively, and following notice and a period to

cure as provided herein, a “**Authority’s Default**”), FBO shall deliver to the Authority written notice detailing Authority’s Default. The Authority shall have thirty (30) days from receipt of such notice from FBO within which to remedy Authority’s Default, or if such failure of performance cannot be cured within said 30-day period, then the Authority shall have a reasonable amount of time under the circumstances to cure Authority’s Default, provided the Authority commences to cure such failure of performance within said 30-day period and diligently prosecutes such cure thereafter.

(d) FBO’s Exclusive Remedy. If at the expiration of the curative period set forth in subparagraph (c) above the Authority has not cured such failure of performance, FBO shall, as its sole and exclusive remedy, be entitled to terminate this Agreement and seek monetary damages against the Authority for any outstanding sums owed to FBO under this Agreement for Services performed prior to the date of said termination, together with reasonable attorneys’ fees authorized pursuant to paragraph (e) below. FBO DOES HEREBY WAIVE ITS RIGHT TO PURSUE ANY AND ALL OTHER REMEDIES OF WHATEVER THAT MAY OTHERWISE BE AVAILABLE TO FBO AT LAW OR IN EQUITY, AND FOREVER AND UNCONDITIONALLY RELEASES THE AUTHORITY FROM THE SAME.

(e) Attorneys’ Fees. Should either party hereto employ attorneys, accountants, or other experts or incur other expenses in connection with the enforcement of performance or observance of any obligation or agreement on the part of the other herein contained, the Authority and FBO (as the case may be) agree that they shall on demand therefor pay to the other party the reasonable fees of such attorneys, accountants, or other experts and such other reasonable expenses so incurred by the party seeking such performance to the extent such party prevails in any action pursued against the other in a court of competent jurisdiction.

(f) Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENTS OR INSTRUMENTS EXECUTED IN CONNECTION HEREWITH, IT IS UNDERSTOOD AND AGREED THAT IN NO EVENT (EXCEPT FOR THE INTENTIONAL AND WILLFUL BAD FAITH ACTIONS OF FBO FOLLOWING NOTICE SPECIFICALLY REFERRING TO THIS PARAGRAPH AND DESCRIBING SUCH INTENTIONAL AND WILLFUL BAD FAITH ACTIONS, AS WELL AS AN OPPORTUNITY TO CURE AS PROVIDED HEREIN) SHALL THE AUTHORITY OR FBO BE ABLE TO CLAIM OR OTHERWISE SEEK CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR LOST BUSINESS DAMAGES, OR SIMILAR CONSEQUENTIAL DAMAGES, AS A RESULT OF ANY FBO’S DEFAULT OR AUTHORITY’S DEFAULT OR ANY OTHER BREACH OR ACTION (OR FAILURE TO ACT) BY THE OTHER PARTY (OR ITS OFFICERS, MEMBERS, AGENTS OR REPRESENTATIVES) IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR ANY UNDERTAKINGS CONTEMPLATED HEREUNDER, AND THE RIGHT OF THE AUTHORITY AND FBO TO SEEK THE SAME IS HEREBY EXPRESSLY WAIVED AND FOREVER RELINQUISHED; PROVIDED, HOWEVER, THAT NO SUCH LIMITATION SHALL APPLY WITH RESPECT TO ANY CLAIM BROUGHT BY THE AUTHORITY AGAINST FBO OR ANY OTHER PERSON TO THE EXTENT SUCH CLAIM IS COVERED BY FBO’S OR SUCH OTHER PERSON’S APPLICABLE POLICY(IES) OF INSURANCE (AND IN SUCH EVENT THE LIMITATION SET FORTH IN THIS PARAGRAPH SHALL APPLY ONLY UP TO THE LIMITS OF SUCH COVERAGE). THE PROVISIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(g) Immunity of Authority’s Members, Officers, and Employees. Notwithstanding anything in this Agreement to the contrary, no recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Authority or FBO contained in this Agreement or for any claim based hereon or relating to the Services or any transactions or undertakings contemplated hereunder or related hereto against any member, officer, attorney, representative, or employee, as such, in his individual capacity, past, present, or future, of the Authority whether by virtue of any constitutional provision, statute, or rule of law or otherwise, it being expressly agreed and understood that this Agreement is solely an obligation of the Authority as a public entity and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, attorney, representative, or employee, as such, past, present, or future, of the Authority, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Authority and FBO whether contained in this Agreement or to be implied herefrom as being supplemental



hereto, and that all personal liability of that character against every such member officer, attorney, representative, and employee is, by execution of this Agreement, expressly waived and released by FBO, on behalf of itself and its employees, contractors, consultants, and associates. The immunity of members, officers, attorneys, representatives, and employees of the Authority under the provisions contained in this paragraph shall survive the termination of this Agreement.

9. Miscellaneous.

(a) No Third-Party Beneficiaries. This Agreement is made between and limited to the Authority and FBO, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

(b) No Assignment by FBO. FBO shall not, without the express prior written consent of the Authority, assign, hypothecate, encumber or otherwise transfer this Agreement or any interest, obligation, responsibility, or right hereunder, which consent may be withheld, conditioned, or delayed in the sole discretion of the Authority. Any assignment or other transfer hereunder by FBO (whether or not in violation of the provisions of this Agreement) shall not relieve FBO of any liability or obligation under this Agreement, and FBO shall remain liable hereunder notwithstanding such assignment or transfer (unless otherwise agreed to by the Authority).

(c) Neutral Construction; Exhibits. The parties hereto acknowledge that this Agreement was jointly negotiated and reviewed by them, and therefore no provision of this Agreement shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision. The exhibits referred to herein and attached hereto, or to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

(d) Interpretation. All references to sections, schedules and exhibits are to sections, schedules and exhibits in or to this Agreement unless otherwise specified. Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and "include" or "including" shall mean including without limitation. "Person" means an individual, partnership, corporation, trust, unincorporated association, joint venture or other entity of whatever nature or description. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined. Whenever the context requires, each gender shall include all other genders. In the event that any date or any period provided for in this Agreement shall end on a day that is not a business day (i.e. any day other than a Saturday, Sunday or other day on which commercial banks in Hinesville, Georgia are authorized or required to be closed), the applicable date or period shall be extended to the first business day following such non-business day.

(e) No Waiver. Any failure of either party to seek redress for the violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Agreement shall not operate as a waiver of any such violation or the other party's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by such party for any such violation. No provision, covenant or condition of this Agreement may be waived by FBO or the Authority unless such waiver is in writing and signed by such party.

(f) Time of the Essence. Time is of the essence of all provisions of this Agreement.

(g) Counterparts; Facsimile. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or other electronic transmission, and the

signature page of either party to any counterpart may be appended to any other counterpart. The parties further expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or other electronic transmission shall be deemed to be "written" and a "writing" for all purposes of this Agreement, and shall otherwise constitute an original document binding upon the transmitting party.

(h) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. Each party to this Agreement further acknowledges that no promises, representations, inducements, agreements, or warranties, have been made to induce the execution of this Agreement by said party, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein or therein.

(i) Modification. Any modification, amendment or other change to this Agreement, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

(j) Severability of Provisions. If any provision of this Agreement or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement legal and enforceable to the fullest extent permitted under applicable law.

(k) Governing Law; Venue. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED UNDER AND ACCORDING TO THE LAWS OF THE STATE OF GEORGIA, AND FBO AGREES THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT OR ANY CONTROVERSY HEREUNDER, OR ANY SERVICES OR OTHER UNDERTAKING CONTEMPLATED BY THE AGREEMENT, SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA, OR, TO THE EXTENT JURISDICTION APPLIES, THE U.S. DISTRICT COURT SITTING IN THE SOUTHERN DISTRICT OF GEORGIA, AND FBO AGREES TO SUBMIT, AND DOES HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF THE AFORESAID COURTS AND DOES FURTHERMORE EXPRESSLY AND SPECIFICALLY WAIVE ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUCH LITIGATION. FBO FURTHER ACKNOWLEDGES THAT IT HAS NO EXPECTATION THAT, AND THERE IS NO BASIS FOR, ANY SUCH ACTION BEING INSTITUTED OR MAINTAINED IN ANY COURT OTHER THAN AS SPECIFIED HEREINABOVE, AND THE FBO COVENANTS AND AGREES IT SHALL IN NO EVENT INSTITUTE OR PROSECUTE ANY SUCH ACTION IN ANY OTHER COURT EXCEPT AS SPECIFIED HEREINABOVE, AND THAT THIS SECTION SHALL BAR AND SERVE AS A COMPLETE DEFENSE TO ANY ACTION BROUGHT OR PROSECUTED IN ANY OTHER COURT, PROVIDED, HOWEVER, THAT THIS SECTION MAY NOT SERVE TO FRUSTRATE ANY PROCEEDING BROUGHT IN ANY OTHER COURT OR OUTSIDE THE STATE OF GEORGIA TO ENFORCE A JUDGMENT ORIGINATING FROM THE AFORESAID COURTS.

(l) Survival. All terms, conditions, covenants, representations, and warranties contained in this Agreement or any certificate or other writing delivered pursuant hereto or in connection herewith, shall survive any investigation made by (or prior knowledge of) the Authority, and no part of this Agreement shall be deemed merged with any document or instrument executed in connection herewith.

(m) Successors Bound. Subject to the provisions of subparagraph (b) hereinabove, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of FBO and Authority, their respective successors, successors-in-title, legal representatives and assigns.

(n) Attorney's Fees. In the event FBO should default under any of the provisions of this Agreement and the Authority should employ attorneys, accountants, or other experts or incur other expenses for the collection of amounts due it hereunder or the enforcement of performance or observance of any obligation or agreement on the part of FBO herein contained for its benefit, FBO agrees that he shall on demand therefor pay to the Authority the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the Authority. Any attorney's fees required to be paid by FBO under this Agreement shall include attorney's and paralegal's fees through all proceedings and other efforts, including, but not limited to, demands, negotiations, administrative hearings, trials, and appeals, court costs and reimbursable expenses of such attorneys.

(o) Effective Date. This Agreement shall be effective and binding as of the date all of the parties hereto have approved and executed the same (as indicated on the signature page(s) to this Agreement), and any reference to the "date of this Agreement," the "date hereof," or any similar phrase shall refer to and mean the date of such approval and execution by all of the parties hereto. In this regard, the legal counsel for the Authority is authorized to insert such date (or dates which rely upon said effective date) into the body of this Agreement and any and all other certificates or other documents furnish in connection herewith.

[ Signatures Appear on Following Page]

[ Agreement for Professional FBO Management Services – Signature Page]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal as of the Effective Date, and same shall be considered binding upon both parties.

**LIBERTY COUNTY INDUSTRIAL  
AUTHORITY**

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Allen Brown, Chairman

Date: \_\_\_\_\_, 2019

[ Signature of FBO Appears on Following Page]

[ Agreement for FBO Management Services – Signature Page ]

FBO:

\_\_\_\_\_

(SEAL)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[ Exhibit(s) Attached]

EXHIBIT "A"

SCOPE OF SERVICES

This Exhibit sets forth the performance specifications and Scope of Services to be provided by the FBO to the Authority under the Agreement. For purposes of this RFP, the Scope of Services is found in pages 18-22.

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**EXHIBIT "B"**  
**COMPENSATION**

This Exhibit sets forth the compensation to be paid to FBO by the Authority for the satisfactory completion of the Services to be provided by the FBO to the Authority under the Agreement. For purposes of this RFP, compensation reflects negotiated amount between LCDA and Successful Offeror as initially proposed in the Schedule of Fees (Form G.)

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