

CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES

INVITATION FOR REQUEST FOR PROPOSALS

City of Morristown
Morristown Regional Airport
100 West First North Street
Morristown, TN 37814

INTRODUCTION

The City of Morristown is requesting proposals from qualified professionals for Fixed Base Operator Services at Morristown Regional Airport. The proposed scope of services is discussed herein.

Proposer shall return Request for Proposals in **SEALED** envelope to:

City of Morristown
Attn: Joey Barnard, Assistant City Administrator
100 West First North Street
Morristown, TN 37814

Public opening of the Request for Proposals will be held at the above address at the deadline date and time designated in the Invitation for Request for Proposals.

DATE ISSUED:	Wednesday, October 9, 2019
RFP TITLE:	Fixed Base Operator Services
RFP DEADLINE DATE & TIME:	Tuesday, November 12, 2019; 10:00 A.M. Eastern Time (local prevailing time)
RFP OPENING LOCATION:	Morristown City Center, Training Room, 1 st Floor
PRE-RFP MEETING:	Tuesday, October 22, 2019; 2:00 P.M. Eastern Time (local prevailing time)
PRE-RFP MEETING LOCATION:	Morristown Regional Airport Board Room
RFP CONTACT:	Joey Barnard, Assistant City Administrator
CONTACT PHONE:	423.585.4614
CONTACT EMAIL:	jbarnard@mymorristown.com

Signature of Authorized Representative: _____

Name of Company: _____

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

TERMS AND CONDITIONS

- 1. REQUIREMENTS FOR SEALED PROPOSAL SUBMISSION.**
 - a. COMPLETE, UNBOUND, ORIGINAL, sealed proposal.
 - b. Complete and original request for proposal with “Proposer Initial” completed by authorized representative.
 - c. Complete, electronic COPY of Statement of Qualifications. The electronic media copy shall be saved in Adobe PDF format.
 - d. All proposals shall be submitted SEALED, envelope clearly marked with the proposer’s name, proposal name, date, and time ON THE OUTSIDE OF THE SEALED ENVELOPE to the attention of Joey Barnard, Assistant City Administrator.
 - e. Copy of Firm’s IRS W-9 Form.

- 2. PROPOSALS RECEIVED ON TIME.** Proposals and amendments thereto, if received by the City of Morristown’s Finance Office after the date and time specified for opening, will not be considered. It will be the responsibility of the PROPOSER to see that the proposal is received by the City of Morristown’s Finance Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal proposals will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. The City of Morristown will not be responsible for proposals received late because of delays by a third party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.

- 3. TAX EXEMPT.** The City of Morristown is a tax exempt entity. The successful vendor will be provided with an executed copy of tax exempt form.

- 4. ANTI-COLLUSION.** The proposer certifies by signing this document that the proposal is made without prior understanding, agreement, or accord with any person submitting a proposal for the same services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.

- 5. AWARD IN WHOLE OR IN PART.** The City of Morristown reserves the right to: award by item, groups of items, or total proposal; to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of City of Morristown.

- 6. OPEN RECORDS ACT.** Once the proposal document is submitted to the City of Morristown and is opened, it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act.

- 7. PAYMENT TERMS.** The City of Morristown pays from monthly statements for services rendered. Payments are made within 15 days of the previous month’s statement being received in the City of Morristown’s Finance Office.

- 8. RECEIPT DOES NOT CONSTITUTE AWARD.** Receipt of your proposal by the City of Morristown is not to be construed as an award for services.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

9. **AVAILABILITY OF FUNDS.** Obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
10. **AUTHORIZED SIGNATURE.** All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
11. **NO SUBMISSION.** If you choose to not respond to this sealed proposal request, advise City of Morristown of your intent and state the reason. Failure to do so may risk removal of your name from our mailing list/e-mail list.
12. **KNOWLEDGE OF LAWS AND REGULATIONS.** The proposer agrees that all applicable Federal, State and Local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written in full. The proposer shall observe and comply with all such laws, ordinances, and regulations and shall protect and indemnify the City of Morristown and its representatives against any claim or liability arising from or based on any violations of the same, whether by the proposer, the proposer's subcontractors, suppliers, or others by the proposer or the employee of any of them.
13. **DRUG-FREE WORKPLACE.** The proposer understands that the City of Morristown operates a drug-free workplace program. Any good or service provided to the City of Morristown by the proposer must comply with all State and Federal drug-free workplace laws, rules and regulations. The proposer agrees to comply by the execution of the "Proposer Initial" located at the bottom of the page.
14. **DIRECT CONTACT PROHIBITED.** Direct contact with City Departments other than the City of Morristown's Finance Office representatives on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the City of Morristown Finance's Office.
15. **NON-DISCRIMINATION.** During the performance of this contract, the proposer agrees as follows: he/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the proposer. The proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
16. **RIGHT TO WITHDRAWAL.** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice at any time before and not later than two (2) days after proposals are publicly opened.
17. **ORIGINAL PROPOSAL DOCUMENT.** The original proposal document maintained by the City of Morristown's Finance Office shall be considered the official copy document.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

18. **CLOSED FOR BUSINESS.** If the City of Morristown is closed for business at the time scheduled for the proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.
19. **PROPOSAL APPROVAL BY LEGISLATIVE BODY.** The proposal awarding must be approved by the City of Morristown, City Council.
20. **REFERENCE TO BRAND NAMES.** Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with proposal any specifications, brochures, catalogs, etc., or other data as will provide adequate basis of determining the quality and functional capabilities of the product offered if applicable.
21. **VENDOR POOR PERFORMANCE.** The City of Morristown may cancel the contract with the vendor at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the City of Morristown.
22. **FORCE MAJEURE.** The City of Morristown or proposer shall not be liable for any failure of or delay in the performance of this contract for the period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders or any other force majeure event.
23. **PURCHASE ORDERS.** The City of Morristown utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from the City of Morristown.
24. **ADDENDA.** In the event that it becomes necessary to revise any part of this proposal, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.
25. **PAST PERFORMANCE.** If it is determined to be in the best interest of the City of Morristown, the City reserves the right to reject any proposal based on unsatisfactory past performance.
26. **IRAN DIVESTMENT ACT.** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each part thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to TCA 12-12-106.
27. **QUESTIONS.** All questions shall be directed to the proposal contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to jbarnard@mymorristown.com.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

VENDOR INFORMATION and ANTI-COLLUSION STATEMENT

Please print or type clearly. Complete each section entirely and verify for accuracy.

By signing this form, the proposer agrees that he/she has not divulged to, discussed, or compared his/her RFP with other proposers and has not colluded with any other proposer or parties regarding the RFP whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service and or materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the RFP list and could constitute a felony and result in a fine, imprisonment, as well as civil damages.

In compliance with this Invitation for Request for Proposals, and subject to all the conditions thereof, the undersigned offers, if this RFP is accepted, to furnish any or all of the items and/or services as described herein. The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP, and is authorized to contract on behalf of the firm named below. This form must be signed personally by the proposer or the proposer's authorized agent. All signatures must be original and not photocopies.

COMPANY NAME:	
CONTACT PERSON:	
CONTACT PERSON TITLE:	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
FEDERAL TAX ID # (or Social Security #, if applicable)	
STREET ADDRESS:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NUMBER:	
FAX NUMBER:	
EMAIL:	
DATE:	

**By signing this form, the proposer signifies understanding and agreement with the CITY's Terms and Conditions.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

EXCEPTIONS

Proposer MUST sign the appropriate statement below, as applicable.

Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein. **NO EXCEPTIONS ARE TAKEN.**

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	

Proposer takes exception to the following terms, conditions, requirements and specifications stated herein.

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	
EXCEPTIONS TO NOTE:	

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “Non-Responsive”, risking the rejection of their submittal.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

OVERVIEW

The Morristown Regional Airport is a general aviation facility located at 5233 Old Highway 11E, Morristown Tennessee. The Airport began operations in the early 1950's. The first paved runway was completed in 1968. The Morristown Regional Airport is an important part of the community and is poised for growth over the next 5 years. The airport maintains a runway of 5717 ft. x 100 ft with a parallel taxiway, ramp and tie-down space, a Terminal Building, as well as numerous T-hangar and other hangar facilities.

The Morristown Municipal Airport Commission (Commission) of Morristown, Tennessee is soliciting proposals from qualified firms interested in providing fixed based operator services at Morristown Regional Airport. The Commission wishes to enter into a FBO Lease Agreement for these services based upon negotiations with the successful respondent. The FBO Lease Agreement will be completed by the Commission's Attorney and recommended for approval of the Morristown Municipal Airport Commission. The FBO services are to be provided in accordance with the City of Morristown Minimum Standards for Fixed Based Operators and all other local, State, and Federal law and regulation. Specifics regarding these services are listed throughout the remaining portions of this document.

Prospective responders may pick up a copy of the Request for Proposals in the Finance Department located at 100 West First North Street, Morristown, TN 37814 during normal business hours Monday through Friday, between 8:00 a.m. and 5:00 p.m. or obtain a copy on the City of Morristown's website, www.mymorristown.com.

Persons or firms submitting a response should carefully examine the Request for Proposals documents and fully inform themselves as to all conditions and matters, which can in any way affect the work or the costs thereof. Should a responder find discrepancies in, or omissions from this request, or should be in doubt as to their meanings, he should at once notify the City of Morristown and obtain clarification prior to submitting any proposal. All requests for clarification or questions concerning this RFP must be submitted in writing no later than October 30, 2019 at 5:00 p.m. As stated above, any and all questions should be remitted via email to Joey Barnard, Assistant City Administrator at jbarnard@mymorristown.com. All questions and responses will be posted to the City of Morristown's website no later than 5:00 p.m. on November 1, 2019.

As noted above, a RFP pre-meeting will be held on October 22, 2019 at 2:00 p.m. local time prevailing at the Morristown Regional Airport Conference Room. A tour of the facility will be given at that time.

Responders will be asked to submit certain information regarding their qualifications. Attention is called to the requirement that all persons or firms submitting a response must comply with all local, state, and federal laws, regulations and policies applicable to this proposal request unless specifically excluded herein.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

GENERAL INFORMATION

Scope of Services

The City of Morristown is requesting Statements of Qualifications from experienced full-service Fixed Base Operators (FBO) to provide daily oversight and facility maintenance of the Morristown Regional Airport facility. The City is interested in finding persons or firms experienced in Fixed Base Operator operations of municipal airports who also will share the City's long-term vision for the airport, and whom can deliver first class services to aviation customers.

The qualified person or firm must have the knowledge and capability to deliver a high quality, full service program to transient and based aircraft users of the facility.

Airport Facts

- 5717 ft. X 100 ft. runway
- Parallel taxiway
- 42 T-hangars
- 8 corporate hangars
- Tennessee Technology Center Aviation Mechanics School
- Aircraft maintenance hangar
- Terminal building
- Approximately 60 based aircraft
- Jet A and AV Gas fuel farms
- Localizer approach runway 5, RNAV approaches to runways 5 and 23
- Tie-down and apron areas
- Fuel sales are approximately 70,000 gallons per year

Services Provided by FBO

General services expected of the FBO include, but are not limited to:

- At the direction of the Assistant City Administrator/Airport Manager, perform general management activities needed daily at the airport facility.
- Assist city staff with engineers, contractors and consultants. Assist city staff by providing aeronautical information for grant applications.
- Greet airport users and provide needed services and answers to questions. Treat all tenants and airport users fairly and equitably regarding services and pricing.
- Track aircraft operations (landings, take-offs, etc.)
- Assist in the handling and storage of aircraft.
- Management of the following facilities.
 - The common use area of the terminal building; the City of Morristown will control the terminal conference room
 - Forty-two (42) T-hangars;

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

- One (1) 50 ft. X 78 ft. quanset hangar;
- One (1) 48 ft. X 120 ft. twin (2 bay) hangar;
- One (1) 100 ft. X 110 ft. storage and aviation maintenance hangar; and flight school
- One (1) 60 ft. X 80 ft. box hangar;
- The selected respondent will assume the management responsibilities of an additional 60 ft. X 80 ft. box hangar approximately two years after the effective date.
- Ensure that copies of lease agreements are maintained. Additionally, ensure that the FBO and the Airport Manager has access to keys for all hangars.
- Maintain a current and accurate list of all aircraft based at the airport that includes identifying information of the aircraft
- Fueling of aircraft. Ensuring an adequate supply of Jet A and AV GAS is available when needed. Respondent will have the capability to meet the fueling needs via a fuel truck at times that the fuel farm is not in the best interest of the aircraft. Currently, the airport does not own a fuel truck. A fuel truck will be required from the successful respondent.
- Attend meetings of the Airport Commission.
- Attend meetings of the City Council, if requested.
- Provide janitorial services listed but not limited to the following:
 - **Daily or as needed**
 - Mopping, vacuuming, sweeping of floors and areas adjacent to the entrances to the building
 - Cleaning restrooms and water fountains
 - Restocking of bathroom supplies
 - Cleaning of Kitchen area
 - Removal of any spills
 - Service trash receptacles
 - **Weekly**
 - Mopping, vacuuming, sweeping of floors and areas adjacent to the entrances to the building
 - Cleaning restrooms and water fountains
 - Dusting furniture and cleaning tabletops
 - Cleaning of entry door(s) glass
 - Policing of exterior and parking lots for trash/litter
 - **Monthly**
 - Thorough cleaning of Kitchen area

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

- **Semi annually**
 - Cleaning of interior and exterior windows
 - Cleaning, vacuuming of furniture
 - Base board cleaning
- Maintain facility in accordance with the FBO Agreement. Perform minor maintenance of the facility as needed and notify City of any major repairs that are needed. Minor maintenance is defined as an expense not to exceed \$1,000 per instance. A maintenance log will be maintained.
- Assist in monitoring all airport electronic equipment for proper operation.
- Assist city in soliciting repair services for the facility as needed.
- Submit monthly activity reports.
- Provide courtesy vehicle(s) for guests arriving by aircraft.
- Keep courtesy vehicle(s) fueled and clean.
- Maintain security of the facility.
- Abide by all local, state, federal laws, rules and regulations that pertain to the Morristown Regional Airport and operation of an FBO.
- Abide by all Grant Assurances required of the FAA, and the terms and conditions of FAA and TN DOT grants.
- Mowing. The FBO shall be responsible for mowing approximately 192 acres of airport property. The city will provide the necessary equipment in good working order to accomplish this task for larger tract. Maintenance of the equipment becomes the responsibility of the FBO upon acceptance for expenses costing less than \$1,000 per instance. However, the City of Morristown's Fleet Maintenance shall approve any and all work to be performed. All preventative maintenance is to be performed by the City of Morristown's Fleet Maintenance at the City's cost. Nothing will limit the FBO from subcontracting services for mowing subject to approval by Commission. The FBO will provide or subcontract mowing services that require equipment that is not owned by the City of Morristown.
- Ensure that only aviation equipment is maintained or stored on the grounds

The aforementioned services or provisions will be monitored and enforced by the airport manager and reported to the Airport Commission. Any deficiencies and/or violations will result in corrective actions including, but not limited to, oral, written, and monetary fines. This compliance will be negotiated with the successful respondent during contract negotiations.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

Respondent may provide any of the following optional services at the Airport Facility, subject to prior approval of the City of Morristown. Responders should note that aeronautical services provided on airport property may require a permit issued by the City of Morristown.

1. Aircraft repair and scheduled maintenance.
2. Aircraft sales.
3. Flight training services.
4. Airframe and power plant maintenance and repair services.
5. Specialized maintenance such as upholstery repair, radio, instrument repair, etc.
6. Avionics repair.
7. Aerial surveying and photography.
8. Maintain vending machines in the terminal building.
9. Selling of miscellaneous retail products such as promotional items, pilot supplies, oil and other lubricants. (May require sales tax permit.)
10. Charter services.

Qualifications

The City of Morristown desires to recruit a qualified FBO, with a minimum of five (5) years experience. FBO shall be able to pilot or be able to employ a pilot and be able to perform duties of the FBO.

Questions

The following questions are required to be answered and submitted with your response to this RFP. Please attach additional sheets for your answers using the question number and question.

1. Why are you interested in the FBO position?
2. Name and qualification of the pilot required to fulfill this requirement.
3. Are you a licensed mechanic? If yes, please describe your experience in obtaining your certifications.
4. Explain what you think the role of the FBO should be.
5. If you have been a FBO in the past, please list past locations and describe the services you performed.
6. Have you toured the facility? If yes, when?
7. In review of the Morristown Regional Airport, what is your opinion on how the airport can grow?
8. What services currently not being offered at the Morristown Regional Airport, would you like to offer?
9. Explain how you, as the FBO, would run the daily operations of the airport facility.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

10. List all aeronautical certifications/licenses you currently have along with initial license date and expiration date. Provide copies of all CURRENT licenses and certificates. Also note if you plan on seeking permission to offer these services on airport property.
11. Propose a revenue sharing plan for the forty-two (42) T-hangars.
12. Propose a revenue sharing plan for the 50 ft. X 78 ft. quanset hangar.
13. Propose a revenue sharing plan for the 48 ft. X 120 ft. twin (2 bay) hangar.
14. Propose a revenue sharing plan for the 100 ft. X 110 ft. storage and maintenance hangar.
15. Propose a revenue sharing plan for the 60 ft. X 80 ft. box hangar with the understanding that this formula will apply to the second 60 ft. X 80 ft. box hangar when the FBO assumes responsibility for its management.

Note: The proposed revenue sharing plans should be expressed both as a percentage of revenue and a not less than amount with the understanding that the FBO will pay the higher of the two.

16. Propose a fuel flowage fee for both Jet A and AV GAS. The proposed fee may be presented as a percentage of fuel sales or a fee per gallon of fuel dispensed.

OR

17. If in lieu of revenue sharing on hangars and fuel flow fee (Items 11-16), the respondent can provide a proposal for lease of airport and air field.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

Insurance Requirements

Respondent shall procure and maintain at all times, in full force and effect, a policy or policies of insurance as specified in the final FBO Contract. The policy, or policies, shall name the City of Morristown as an additional insured and cover all public risks related to leasing, use, occupancy, maintenance, existence or location of the Airport.

Submittal Checklist

When responding to this RFP please ensure you have included the following:

1. Resume with a minimum of three (3) references.
2. Copies of Associates, Bachelors, or Master Degrees.
3. Copies of all CURRENT aeronautical related certificates and any related documentation showing certifications are current.
4. Answers to questions contained in the RFP
5. Statement of Qualifications
6. Non-Collusion Affidavit
7. Exceptions Page
8. Review submittal requirements of this RFP listed on page two (2) under Terms and Condition; number one (1).
9. Bidder initial on each page.
10. Other information responder wishes to submit. Limited to 10 additional pages.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

Statement of Qualifications

All questions must be answered. All responses must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Responder may submit any additional information.

1. Name (Firm Name):

2. Permanent main office address:

3. When organized: _____
4. If a corporation, where incorporated:

5. FEIN or SSN number: _____
6. How many years have you been engaged in the aeronautical business under your present firm or trade name? _____
7. General character of work performed by your company, or yourself if individual:

8. Have you failed to complete any work awarded you? _____
9. Have you ever defaulted on a contract? _____. If yes, please explain.

10. Professional References. List a minimum of three (3) professional references, preferably references of clients you or your company has previously performed similar services for: (Attach additional pages as necessary)
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

11. List the main contact of your firm the City will communicate with:

- a. Name: _____
- b. Phone: _____ Mobile Phone _____
- c. Email: _____

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Morristown in verification of the recitals comprising this Statement of Qualifications.

Dated this _____ day of _____, 20_____.

Company or Individual Name

By: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

_____ being duly sworn, states that
he/she is the _____ of _____ and
that the answers to the foregoing questions and all statements therein contained are true
and correct.

Signature

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

My Commission expires: _____

Bidder Initial _____

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

SELECTION CRITERIA

After review of all submitted responses to this RFP, the City of Morristown intends to enter into an operations agreement/lease for FBO services. After receipt of all responses, the committee will rank the responses and submit their recommendation for approval to the full Commission. Upon action taken by the Commission, the recommendation will be submitted to City Council for approval. Proposals will be evaluated based on the evaluation criteria described below. The City may conduct such investigations and/or interviews as deemed necessary to establish the responsibility, qualifications and financial abilities of the proposer. Proposals shall be prepared at the proposer's discretion; however, all proposals should be structured to include the following criteria:

1. **Statement of Qualifications (Point Value: 40 points)**
Describe your experience and all qualifications applicable to the requirements listed above including but not limited to FBO Experience, Pilot Experience, Education, Mechanic Experience and Instructor Experience. Values will be based on the proposer's experience and qualifications of the individuals that will be working directly with the City of Morristown. Please include your organizational chart that specifically identifies the individuals that will be working directly with the City of Morristown to provide the requested services.
2. **Availability (Point Value: 20 points)**
Please detail the availability of a supervisor to monitor the operations of the FBO and provide reports to the Airport Manager.
3. **References (Point Value: 15 points)**
At least three (3) client references in total should be provided. Please include contact information for all references submitted.
4. **Revenue Sharing and/or Lease Payment (Point Value: 25 Points)**
Propose a revenue sharing plan to include but not be limited to the hangars and fuel flowage fee referenced in the general information or a proposed leasing arrangement as outlined in the questions on page 12.

A draft copy of the proposed contract is attached hereto as Attachment A and shall be considered an example. All persons or firms responding to this RFP shall note that the proposed contract is a DRAFT, and is subject to change pending final negotiated language.

ATTACHMENT A

GENERAL FIXED BASED OPERATOR CONTRACT

This AGREEMENT is made on this the ____ day of _____, 2019, by and between MORRISTOWN AIRPORT COMMISSION (hereinafter referred to as “LESSOR”) and _____ (hereinafter referred to as “LESSEE”), with reference to the Morristown Airport (hereinafter referred to as the “AIRPORT”).

WITNESSETH

The parties hereto, for an in consideration of the rents, covenants and agreements contained herein, agree as follows:

Article I.

Premises

The parties wish to enter into a lease agreement upon the effective date hereof. Lessor does hereby demise and let unto Lessee, and Lessee does hereby hire and take from Lessor, certain premises and facilities, rights, licenses and privileges on and in connection with the property and improvements of Lessor at its Municipal Airport, as more particularly hereinafter set forth:

A. Use of Airport. The use, in common with others authorized so to do, of said Airport and all appurtenances, facilities, improvements, equipment and services which are or may hereafter be provided thereat, such use without limiting the generality hereof, to include the following rights, licenses and privileges:

The operation of a transportation system by aircraft; the repairing, maintaining, conditioning, servicing, parking or storage of aircraft or other equipment; the training of personnel, and the testing of aircraft, engines, accessories, and related equipment; the servicing by Lessee of other aircraft and other equipment, including the right to install and maintain on said Airport adequate storage facilities and appurtenances including rights of way necessary therefor; the landing, taking off, parking, loading and unloading of aircraft or other equipment; the right to load and unload persons, property and mail at said Airport by such means of conveyance as

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

Lessee may desire, the right to install and operate advertising signs, the general type and design of such signs meeting ordinances of the City of Morristown and subject to the approval of the City Administrator or his designee; the right to install, maintain and operate radio, communications, meteorological and aerial navigation and other such equipment and facilities, in, on and about the premises herein leased as may be necessary or convenient for Lessee's operations; the conduct of any other business or operation reasonably necessary to the proper conduct and operation by Lessee of its business.

B. Space in Terminal Building. Shared use of the Terminal Building for conducting airport business; The Lessee shall have primary use of the Flight Services area except for one office space previously used by the airport manager, which the Lessor reserves for its own use with full rights of ingress and egress thereto; the remainder of the building shall be reasonably accessible by the general public with the exception of equipment rooms, janitorial closets, and aforementioned Flight Services area. Use of the conference room must be approved by the Lessor. Use of the classroom must be scheduled with the Lessee. Scheduling of special events on or at any of the City's airport facilities must be approved by the Lessor.

C. Rental/Maintenance Hangar Number 40 The use of Hangar number 40 for repairing, maintaining, conditioning, servicing, parking or storage of aircraft or other aviation equipment; the testing of aircraft, engines, accessories and related equipment; the servicing by Lessee or others authorized by Lessee of aircraft and other aviation equipment. Lessee may retain all revenue received from subletting or storage of aircraft in Hangar number 40. Lessor shall maintain the structural components of the hangar including doors and door mechanisms, heating systems, water, sewer and electrical systems, and weatherproofing. Lessee shall be liable for any damage to the hangar caused by the Lessee or its officers, agents, employees, customers, or suppliers, including but not limited to, bent or broken interior walls, ceilings and support systems, and doors. No modifications or changes to the hangar shall be made without the prior written approval of Lessor. Monthly base rental for the Hangar shall be no less than (*proposed amount*) beginning at date of agreement.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

Lessee shall pay for all utilities including, but not by way of limitation, the following: electricity, gas, sewer, water, telephone, and internet service.

D. Fuel Farms. There is located on the Lessor's property immediately adjacent to the Terminal Building a fuel farm, Lessee shall sell AV gasoline at cost, plus the City flow fee to all locally based single engine aircraft, excluding any commercially operated aircraft or aircraft used for flight training purposes. Upon locating a fuel truck at an acceptable price and condition, the Lessee agrees to purchase and operate a jet fuel truck.

The Lessee will be required to meet or exceed all local, state and federal law and regulation regarding the use of and maintenance of the fuel farm(s). This shall include but not be limited to compliance with regulations of the Tennessee Department of Environment and Conservation, Federal Aviation Administration, and requirements of the Lessee's fuel supplier. Lessee shall maintain proper inventory control, complete required fuel farm inspections, and complete adherence to the Spill Prevention and Countermeasures Plan requirements and training. Lessee shall participate in fuel vendor's safety and fuel quality training events and certification courses as recommended. Lessee shall keep written records of inventory, all inspections, testing, training, incidents, and all other activities related to use of the fuel farm.

E. Parking Space. The use by Lessee, its employees, customers, supplier and other licensees or invitees, without charge, of adequate designated vehicular parking space located as near as possible to the Terminal Building. Lessee's employees shall make every effort to keep spaces closest to the Terminal Building open for use by guests as previously listed and the general public. During construction of the new fuel farm and aircraft apron expansion, some vehicle parking will be removed and replaced. Cooperation during the course of the project and attention to safety precautions is required.

F. Additional Ground Space. The Lessee shall have primary use of that certain ground space for such uses as Lessee may desire to make thereof.

CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES

G. Right of Access, Ingress and Egress. The full and unrestricted access and ingress to and egress from the premises as stated in this document for all purposes stated in this document, with the exception of closures related to emergencies, City sponsored events, maintenance related activities, and capital improvement projects.

H. Courtesy Car. The Lessee shall provide a courtesy car for use by guests arriving by aircraft. The courtesy car shall be no more than ten years old at any time during the course of the lease. The car shall be clean, comfortable, and well maintained with regard to manufacturer’s safety equipment and mechanical condition. Lessee shall maintain the vehicle. The courtesy car shall be insured as stated in Article III, Subsection A. of this document.

I. Mowing. Lessee shall maintain mowing of the facilities as indicated within the Request for Proposal. Vegetation within 100’ of AWOS shall be maintained at 6”. Vegetation at both approaches and within 400’ of the runway centerline shall be maintained at a maximum height of 12”. All remaining vegetation shall be maintained at a maximum height of 24”. Vegetation around airfield lighting and navigational aids shall be maintained to prevent blocking of the device and ease of maintenance.

Lessee shall have use of the Lessor’s New Holland tractor with bat wing mower and Massey Ferguson tractor with 6’ bush hog mower. The Lessee shall be held responsible for equipment and facility damage due to negligence. The Lessee shall provide tires, fuel and minor maintenance (less than \$1,000). Lessor shall provide major maintenance. The required mowing area is approximately 110 acres.

Lessee’s insurance shall provide for coverage of claims its use of City and Commission equipment may incur. Lessee shall provide an Equipment Training and Safety Manual. In order to adequately prepare its employees in the skilled and safe operation of City and Commission provided equipment as well as Lessee’s equipment, General FBO employees or contractors shall receive annual training on this manual by the Lessee. A copy of the manual shall be provided to the Commission.

J. Customer Service. Lessee shall provide to Lessor and Lessee’s employees a customer service manual. Within the manual Lessee shall list its mission statement

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

and provide a statement regarding their customer service philosophy. The manual shall also include detailed requirements to Lessee’s employees as to how and when interactions with guests of the airport are required.

For example: Each arriving aircraft is to be greeted by an “FBO” employee. Employee is to greet the pilot in command and their passengers. In an effort to determine the level of service required, employee shall offer FBO services to the pilot in command. Pilot and guests are invited to the terminal building and are directed to the lounge and restroom areas.

The manual shall indicate the frequency with which employees are trained on customer service and when. The Lessee shall sign the manual and require each employee to read the manual and sign a statement saying they did so. The Lessee shall keep records of customer service training and employees’ signed statements.

K. Uniforms. Lessee shall provide to the Lessor and Lessee’s employees a Uniform Policy. The Lessee shall at a minimum provide uniform long sleeve and short sleeve shirts labeled to identify its employees as employees of the FBO. All employee(s) of the FBO must be required to wear the FBO’s uniform clothing and conform to uniform policy when at work. All clothing worn by FBO employees is to be appropriately fitted, clean, and present a professional appearance to the public. Lessor will not provide uniform clothing.

Article II

Lease Term

Subject to earlier termination as hereinafter provided, the initial term of this lease shall be for a period commencing as of the date the Lessee is granted possession of the Hangar by Lessor and ending midnight June 30, 2026. If this lease shall be in force and effect on the date for the expiration of the original term, and Lessee shall have on that date fully complied with all conditions contained herein, and specifically with the requirements of Title 9, Section 14 of the Morristown Municipal Code (minimum standards) and amendments thereto, Lessee may elect to renew this lease for a period of five (5) years beginning after original term expiration. To exercise such

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

election(s), Lessee shall give to Lessor notice in writing of such election at least sixty (60) days prior to the expiration of the original or renewal term as the case may be.

Article III

Other Charges or Fees

A. Insurance. Lessee is required to maintain liability insurance in the following amounts during the original and any renewal term hereof:

General Liability

Airport Liability, Premises, Operations, Products	\$1,000,000 per occurrence BI/PD
Personal Injury/Advertising Injury	\$1,000,000 per occurrence
Fire Damage	\$250,000
Contractual Liability	\$1,000,000
Independent Contractors	\$1,000,000
Medical Payments	\$5,000
Additional Insured	Yes

Automobile Liability (on and off airport)	\$1,000,000 owned, hired, non-owned
Additional Insured	Required

Workers Compensation

Coverage A	Statutory
Coverage B - Each Accident	\$1,000,000
- Disease Aggregate	\$1,000,000
- Disease Per Person	\$1,000,000
Waiver of Subrogation	Required

Excess Products Coverage – Fueling	\$50,000,000
Additional Insured	Required

Professional Liability E&O	N/A
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Storage Tank Legal Liability	\$1,000,000
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Lessee further agrees to hold Lessor harmless from loss from each and every claim and demand occasioned by the alleged negligent or willful act of Lessee. Lessee is to provide Lessor a current certificate of insurance naming the City of Morristown as an additional insured on an annual basis.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

B. Surety. The Lessee shall provide to the Commission in form and substance satisfactory to the Commission a performance bond or clean, irrevocable letter of credit. The value of the performance bond or irrevocable letter of credit shall be a minimum of \$25,000. The performance bond or irrevocable letter of credit shall remain in effect during the entire term of the lease and must be renewed as required by the Lessee's surety or bank. Lessee's surety or bank providing these services shall have offices in Tennessee.

C. Operations of Airport Related to FBO. Lessee agrees to operate as a General FBO and maintain with adequate and efficient personnel and to keep in good repair said Airport and Terminal Building, and the appurtenances, facilities and services now or hereafter connected therewith, and to keep said Airport free from obstructions for the safe, convenient and proper use thereof by Lessee, and to maintain and operate its business in all respects equal to the highest rating issued by the Federal Aviation Administration for comparable airports and in accordance with all rules and regulations of any other governmental agencies having jurisdiction thereof. Lessee agrees to provide the Commission a Safety Plan for Airport Operations. Items to be included in the plan, though not limited to are, airfield operations, runway crossing procedures, communications, NOTAMS, etc. The opening and closing of the terminal building each day shall be the Lessee's responsibility. At a minimum, Lessee shall have employee(s) maintain a presence at the terminal building seven days each week 8:00 A. M. to dark. During this time the employees shall monitor the UNICOM and NAVAID monitors. Each guest visiting the terminal from either the public side or aviation side shall be greeted in a professional manner and asked questions to determine the level of service the guest requires. Any problem with NAVAIDS or other airport facility or equipment shall be reported immediately to the contact person designated by the Commission. Lessee shall provide for flight training in accordance with the City of Morristown Minimum Standards for Fixed Based Operators. Lessee agrees to keep the leased premises in as good condition as same now exist, normal wear and tear excepted, and Lessee agrees to keep said premises neat and clean during the term hereof. With exception of the conference

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

room Lessee shall provide weekly janitorial services for the Terminal Building. Periodic janitorial service requirements are listed but not limited to the following:

Daily or as needed

Mopping, vacuuming, sweeping of floors and areas adjacent to the entrances to the building
Cleaning restrooms and water fountains
Restocking of bathroom supplies
Cleaning of Kitchen area
Spills and accidents
Service trash receptacles

Weekly

Mopping, vacuuming, sweeping of floors and areas adjacent to the entrances to the building
Cleaning restrooms and water fountains
Dusting furniture and cleaning tabletops
Cleaning of entry door(s) glass
Policing of exterior and parking lots for trash/litter

Monthly

Cleaning of Kitchen area

Semi annually

Cleaning of interior and exterior windows
Cleaning, vacuuming of furniture
Base board cleaning

Lessee shall provide for all Hangar 40 utilities including gas, water, sewer, sanitation, electric, cable television, telephone, and internet. The Lessee shall provide phone, TV cable, and internet service to the terminal building.

Article IV

Hangar Rentals/Management

A. Lessee shall oversee the rental of all Hangars and box hangars without ground lease presently located on the premises which are owned by Lessor. Lease Agreements for these shall be between the General FBO Lessee and the Hangar tenant. The leases shall be in a form approved by the Commission. The General FBO Lessee shall enforce the rules and requirements of these leases. The Lessor and Lessee

CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES

shall split the rental revenue from all existing Hangars. Notwithstanding the foregoing, the Commission shall receive from the General FBO a monthly minimum rental for all existing Hangars of (X Amount). The General FBO shall not enter into any Hangar lease agreement which extends beyond the termination date of this lease agreement except with the prior written consent of the Commission.

B. Lessee shall be responsible for payment of all utilities charges serving the T Hangars.

Article V

Rules and Regulations

Lessee covenants and agrees to observe and obey all reasonable rules and regulations which may from time to time during the term thereof be promulgated and enforced by Lessor or other competent authority; provided the same are consistent with safety and do not conflict with the rules of any Federal Agency having jurisdiction there over, and are not inconsistent with the procedures prescribed or approved from time to time by the Federal Aviation Administration for landing and taking off of Lessee's aircraft at said Airport. Lessee will comply with all rules and regulations of the Federal Aviation Administration and the FAA grant assurances the City of Morristown and its Airport Commission is required to follow. Additionally, Lessee shall comply with all ordinances of the City to the extent permitted by local, state and federal law.

Article VI

Exceptions

Any public funds made available for improvement of the Airport shall inure exclusively to Lessor's benefit.

Article VII

Control over Rates and Charges

Lessor shall have no control whatsoever over the rates, fares, or charges that Lessee may prescribe for any of its services by air or land to, from, or through said Airport. Lessee shall establish and control the amount of its hangar rental fees.

Article VIII

Cancellation by Lessor

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceeding in bankruptcy shall be instituted against it and Lessee thereafter is adjudicated bankrupt pursuant to such proceedings or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal re-organization act, or that a receiver of Lessee's assets shall be appointed, or that Lessee shall be divested of its estate herein by other operation of law, or that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained, on its part to be performed, the Lessor may give the Lessee written notice to correct such condition or cure such default and, if any such condition or default shall continue for thirty (30) days after the receipt of such notice by the Lessee, the Lessor may, after the lapse of said thirty (30) days period and prior to the correction or curing of such condition or default, terminate this lease by a thirty (30) day written notice.

Further, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days written notice thereof if a change of control occurs. Change of control shall mean a transfer of more than fifty (50%) percent of ownership in Lessee. However, consent to a change of control will not be unreasonably withheld by Lessor.

Article IX

Cancellation by Lessee

Lessee may cancel this agreement, in whole or only insofar as it relates to any building, and terminate all or any of its obligations hereunder at any time, by thirty (30) days written notice, upon or after the happening of any one of the following events: the failure or refusal of the Federal Aviation Administration to grant Lessee the right to operate into and from said Airport; issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of said Airport or any part thereof for airport purposes; the breach by Lessor of any of the covenants or agreements contained and the failure of Lessor to remedy such breach for a period of thirty (30) days after receipt of a written notice of the existence of such

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

breach; the inability of Lessee to use said premises and facilities continuing for a longer period than thirty (30) days due to any law or any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Lessee or due to war, earthquake or other casualty; the assumption by the United States Government or any authorized agency thereof of the maintenance and operation of said Airport and facilities or any substantial part or parts thereof.

Article X

Assignment of Lease

Lessee shall not at any time assign this lease or any part thereof without the consent in writing of Lessor, provided that the foregoing shall not prevent the assignment of this lease to any corporation with which the Lessee may merge or consolidate or which may succeed to the business or assets of the Lessee or a substantial part thereof, or prevent the sub-letting of any of the space leased exclusively to the Lessee hereunder.

Article XI

Quiet Enjoyment

Lessor agrees that, on payment of the rent and performance of the covenants and agreements on the part of the Lessee to be performed hereunder, Lessee shall peaceably hold and enjoy the leased premises and all the rights and privileges of said Airport, its appurtenances and facilities granted herein.

Article XII

Notices

Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the City of Morristown, 100 West First North Street, Morristown, Tennessee 37814; and notices to the Lessee, if sent by registered mail, postage prepaid, addressed to the Lessee or to such other respective addresses as the parties may designate in writing from time to time.

**CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this the _____ day of _____, 2019.

THE CITY OF MORRISTOWN, TENNESSEE

By: _____
GARY CHESNEY, MAYOR

ATTEST:

ANTHONY COX, CITY ADMINISTRATOR

FRANK MCGUFFIN, AIRPORT COMMISSION

By: _____
PRESIDENT

ATTEST:

STATE OF TENNESSEE

COUNTY OF HAMBLEN

Before me, a Notary Public, of the state and county aforesaid, personally appeared, GARY CHESNEY, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Mayor of the City of Morristown, Tennessee, the within named bargainor, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Mayor.

Sworn to and subscribed before me, this the ____ day of _____, 2019.

Notary Public
My Commission Expires: _____

Bidder Initial _____

CITY OF MORRISTOWN, TENNESSEE – MORRISTOWN REGIONAL AIRPORT
REQUEST FOR PROPOSALS – FIXED BASE OPERATOR SERVICES

STATE OF TENNESSEE
COUNTY OF HAMBLLEN

Before me, a Notary Public, of the state and county aforesaid, personally appeared, *LESSEE*, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of *Lessee*, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Sworn to and subscribed before me, this the ____ day of _____, 2019.

Notary Public
My Commission Expires: _____

Bidder Initial _____