



March 19, 2021

**STATE OF ALABAMA
COUNTY OF SHELBY**

**REQUEST FOR PROPOSAL FOR ESTABLISHING AND OPERATING
AN AVIATION REPAIR AND MAINTENANCE SHOP
AT THE SHELBY COUNTY AIRPORT**

Request for proposals for Establishing and Operating an Aviation Repair and Maintenance Shop at the Shelby County Airport will be received in the office of the County Manager, Shelby County Administration Building, 200 West College Street, Room 123 in Columbiana, Alabama 35051, until 2:00 p.m. on April 29, 2021 at which time proposals will be publicly opened and read. The Shelby County Commission reserves the right to reject any or all proposals and to waive informalities in awarding this Service to the Proposer. Proposers are to state that proposal submitted are firm and that no claims for errors will be made after proposals are opened and subsequent thereof. If you have any questions concerning this request for proposals, please contact Gina LeCroy at rlcroy@shelbyal.com.

GENERAL INFORMATION

All Proposers must use the form provided for submitting their proposal. All proposals must be sealed and marked in the lower left corner of the envelope, "**RFP – AVIATION REPAIR AND MAINTENANCE SHOP AT THE SHELBY COUNTY AIRPORT**" with opening date and time stated. Late proposals will not be opened.

Records showing the proposals received will be placed on file and may be examined upon request.

Proposals shall be submitted in accordance with the attached "Instructions and Specifications".

DISQUALIFICATION

Proposals may be disqualified before awarding of the contract for any of the following:

- A. Failure to mark envelope as required;
- B. Failure to sign or notarize the proposal document;
- C. Failure to include requested information or other details of the request for proposal, or any deviations from instructions on the request for proposal instructions and specifications. Pricing/Information is to be entered on the Proposal Form provided. Deviations or exceptions will be cause for disqualification of the submitted proposal.

METHOD OF AWARD

Proposers must meet all specifications. After determining that all specifications have been met, each proposal shall be reviewed to determine the successful proposal. It is not the policy of The Shelby County Commission to Award on the basis of price only. Quality, conformity with specifications, references, scope of business plan, and past service and experience are among the factors that may also be considered in determining the successful proposal. Shelby County Commission reserves the right to request in-person interviews with Proposers. Interviews will be conducted at a time to be determined by the County. If required, interviews will be conducted at the Shelby County Airport location.

No proposal may be withdrawn after the scheduled closing time for the receipt of proposals for a period of one hundred and twenty (120) days.

IMMIGRATION LAW

The successful proposer will be required to sign an agreement that will affirm that for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

OPEN TRADE

The successful proposer will be required to sign an agreement that will affirm that the proposer agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Please include one original bid response and two copies in your submittal.

Chad Scroggins
County Manager

**REQUEST FOR PROPOSAL FOR ESTABLISHING AND OPERATING
AN AVIATION REPAIR AND MAINTENANCE SHOP AT THE SHELBY COUNTY AIRPORT
Instructions and Specifications**

Shelby County is requesting sealed proposals for the establishment and operation of an Aviation Repair Shop hereinafter referred to as "ARS" to be located at the Shelby County Airport, 265 Weather Vane Road, Calera, Alabama 35040.

Minimum specifications shall be as follows:

1. **Specifications:**

- a. ARS shall occupy the delineated area shown on the attached illustration one half of the Main Maintenance Hangar, adjacent to the present mechanics operation.
- b. ARS shall employ a minimum of one IA (Inspection Authorized) mechanic to be present, or reachable by phone, 9 hours per day between the hours of 8:00 AM and 5:00 PM Monday through Friday.
- c. ARS will employ a minimum of one AP (Airframe and Powerplant) mechanic at all times.
- d. ARS will have a minimum of 2 employees present during hours of operation. The two employees will consist of at least one AI mechanic or AP mechanic. The second employee can be either an AI mechanic or AP mechanic or helper.
- e. ARS will be responsible for keeping the shop area clean and safe at all times.
- f. All terms and provisions of the attached lease shall be agreed upon and in force for the duration of the contract.
- g. ARS will submit a detailed business plan, including a 5 year plan of projected goals, to Shelby County outlining proposed operational plans including but not limited to, hours and days of operation, anticipated number of personnel, expected sales, etc.
- h. The County may require quarterly meetings with a principal(s) of the ARS to discuss business items to include, but not limited to, projections, gains and shortfalls, expansion and growth. The ARS will be required to produce records for the preceding quarter showing the sales figures for the preceding quarter. These meetings will be scheduled in advance by the County.
- i. A lease will be administered by the County, and signed by both parties.

2. **Minimum Financial Terms:**

ARS shall pay for the use of space in the amount of approximately 4,736 sq. ft. (see layout illustration), the minimum rate shall be \$350.00 per month, plus a minimum of one percent (1%) of all gross sales including but not limited to, labor, parts, accessories, service, and lubricants above \$100,000 per year, beginning on January 1st and ending on December 31st of each year, and each subsequent year thereafter. ARS shall provide sales records for the year's sales to be due by the 10th of January each year for the entire term of the agreement. Failure to produce these records by the specified time will result in a penalty of \$25/day until the records are furnished. These are minimum terms. Note individual proposals may include values in the County's favor greater than these minimum limits set for the monthly rental rate and percent of gross sales that are indicated.

3. **Adjustment of Monthly Rental Rate**

Beginning October 1st of each year, the agreed monthly rental rate is subject to increase by a percentage not more than the cumulative average annual percentage of increase in the Consumer Price Index for all Urban Consumers, South Region using January of the current year as the base period from which increases will be calculated.

4. **Insurance**
 - a. ARS shall maintain at all times, basic commercial general liability insurance in the minimum amount of \$5,000,000.00 and hangerkeepers liability insurance in the minimum amount of \$5,000,000.00. Both policies will be at the expense of the ARS and the Shelby County Commission and Shelby County Airport shall be listed on the policy certificate as additionally insured. Said insurance coverage must specifically address and insure against property and personal injury claims related to aviation repair activities. In addition said insurance shall also insure for liability against damage to or by, or loss of the offices, airplanes, or other property, and against liability for personal injury or death, arising from acts or omissions of ARS, its officers, agents, and employees, successors, visitors or assigns. Said policy or policies shall contain a provision whereby ARS insurer waives any right of subrogation against the Shelby County Commission and Shelby County Airport, its officers, agents and employees, successors or assigns and providing that Shelby County Commission and the Shelby County Airport must receive at least ten (10) days prior written notice of any cancellation of ARS insurance coverage. A current certificate of this coverage must be provided to Shelby County and on file at all times.
5. **Emergency Service:**
 - a. ARS shall make available to the County a minimum of two twenty-four hour telephone numbers, should a problem occur or should Shelby County require contact with an ARS representative.
6. **Signage:**
 - a. ARS may be asked to provide one large airport sign advertising the ARS to be posted at a designated location at the airport. The actual sign and placement thereof shall be approved in writing by the County prior to construction and installation.
7. **Transition:**
 - a. ARS will be required to be fully staffed, and operational within 30 days notice of award of contract.

Amenities

If your Company provides any amenities or services other than stated above, please list in detail.

Other Requirements

Provide at least 3 references from aviation related persons, businesses, or organizations. Provide qualifications and job related experience of the principal owner or owners, listing experience details, length of time as business owner, certifications, and accreditations.

PROPOSAL FORM

Due Date: April 29, 2021
2:00 p.m. Local Time

Physical Address: Shelby County Commission
Office of the County Manager
200 West College Street
Columbiana AL, 35051

Mailing Address: Shelby County Commission
Office of the County Manager
200 West College Street, Room 123
Columbiana AL, 35051

The undersigned offers this response to the RFP for Shelby County to Establish and Operate an Aviation Repair Shop at the Shelby County Airport as specified.

- | | | |
|--|-----------|----------|
| 1. All items a.-g. listed in the RFP specifications are met: | YES _____ | NO _____ |
| 2. Business Plan included | YES _____ | NO _____ |
| 3. 5 year Projected Growth Plan included. | YES _____ | NO _____ |
| 4. References included | YES _____ | NO _____ |
| 5. Principal and Staff's qualifications included | YES _____ | NO _____ |
| 6. List Amenities or Other Services to be provided: | YES _____ | NO _____ |

1. Proposed Rent Payment amount: _____ **per month.**

2. Proposed Percentage to be paid per year for all gross sales of: _____ %
above _____ per year.

3. Proposed Number of employees: **A minimum of _____ Employees at all times.**

4. Additional Amenities or Services _____

Signature: _____

Address: _____

Phone: (Include area code) _____

Sworn to and subscribed before me this

The _____ day of _____, _____

Notary Public
My Commission Expires: _____.



SHELBY COUNTY AIRPORT
265 Weather Vane Road
Calera, Alabama 35040

AVIATION REPAIR AND MAINTENANCE SHOP LEASE AGREEMENT

This Agreement entered into this ____ day of _____, 2021 by and between Shelby County Commission herein called "Lessor", and _____ herein called "Lessee."

The following terms and conditions shall govern the rental by Lessor of office space to operate an Aviation Repair and Maintenance Shop to Lessee:

1. TERMS:

This agreement shall commence on _____, 2021 and remain in effect for a period of three years. Thereafter this agreement shall continue in effect from month to month, being automatically renewed after each month unless 30 days' notice is given by either party that the agreement should not be renewed.

2. RENT:

Lessee shall pay in advance, as rent for the use of approximately 4736 square feet of floor space, the amount of \$350.00 per month due no later than the 10th day, plus one percent (1%) of all gross sales including but not limited to: labor, parts, accessories, services, and lubricants above \$100,000.00 per year, due on the first day February of each year. Lessee shall provide sales records each month no later than the 10th day, for review by Lessor. Beginning October 1st of each year, the agreed monthly rental rate is subject to increase by a percentage not more than the cumulative average annual percentage of increase in the Consumer Price Index for all Urban Consumers, South Region using January of the current year as the base period from which increases will be calculated.

3. PREMISES:

The premises leased shall be hangar and office space located in the Terminal buildings North end on the Shelby County Airport premises (see attached layout illustration), together with reasonably necessary rights to access common areas i.e. restrooms, break room areas in the terminal building.

4. MAINTENANCE OF PREMISES AND SERVICES TO BE PROVIDED:

Lessor will maintain the structural components of the offices including doors and door mechanisms. Lessee shall be responsible and liable for any damage to the hangar and office space caused by Lessee's use, including, but not limited to, damage to interior walls, damage to floors and/or carpets due to Lessee's or Lessee's customers' improper or negligent operations excluding normal wear and tear.

5. LIABILITIES:

Lessor hereby expressly disclaims any and all liability for damage to the contents of the hangar or office space. Lessor shall not be liable in any way for damage to the tools, equipment or inventory of Lessee. Lessee shall be liable for any damage to Lessor's property and/or stored equipment and materials and Lessee hereby accepts full responsibility and liability therefore.

6. USE OF PREMISES:

The hangar and office hereby leased shall be used only for the maintenance and repair of aircraft and storage of tools and materials needed for such by Lessee. No activities of any nature will be performed in the hangar or office, that would result in damage to or defacing or alteration of the spaces. There shall be no storage of bulk fuels, flammables or hazardous materials or wastes anywhere on the airport property by Lessee.

7. SUBLEASE/ASSIGNMENT:

The hangar and office hereby rented will not be subleased by Lessee or assigned without the express written approval of the Lessor. Storage of items not belonging to, or leased by Lessee, shall be construed as a sublease and unless approved by the Lessor shall be grounds for termination of this lease.

8. INSURANCE:

Lessee agrees to maintain at all times, basic commercial general liability insurance in the minimum amount of \$5,000,000.00 and hangerkeepers liability insurance in the minimum amount of \$5,000,000.00. Both policies will be at the expense of the Lessee and the Shelby County Commission and Shelby County Airport shall be listed on the policy certificate as additionally insured. Said insurance coverage must specifically address and insure against property and personal injury claims related to aviation repair activities. In addition said insurance shall also insure for liability against damage to or by, or loss of the offices, airplanes, or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its officers, agents, and employees, successors, visitors or assigns. Said policy or policies shall contain a provision whereby ARS insurer waives any right of subrogation against the Shelby County Commission and Shelby County Airport, its officers, agents and employees, successors or assigns and providing that Shelby County Commission and the Shelby County Airport must receive at least ten (10) days prior written notice of any cancellation of Lessee's insurance coverage. A current certificate of this coverage must be provided to Shelby County and on file at all times. Prior to commencement of this Agreement, Lessee shall deliver to Lessor certificate or binders evidencing the existence of the insurance required herein.

9. SECURITY:

Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of applicable airport security regulations and measures.

Security of the hangar and office leased shall be the responsibility of Lessee. Lessee agrees to provide Lessor with a key to any lock or locking device used to secure the offices. Lessor agrees the key will only be used by Lessor in the event of an apparent emergency, or to facilitate servicing the public in accordance with Lessee's instruction.

10. CONDITION of PREMISES:

Lessee shall, and does hereby accept the leased hangar and office in their present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind to the leased spaces.

11. TERMINATION:

This agreement may be terminated by either party upon 90 days written notice, with or without cause. In addition, Lessor may terminate this agreement immediately during the course of a monthly term upon the occurrence of any of the following, which shall constitute a breach of this lease agreement by Lessee:

- Rent is not paid by the 20th of any month.
- Lessee has failed to comply with **any condition** of this lease and has not reasonably corrected the deficiency
- Lessee, if other than an individual, shall cease to do business as a viable concern
- Petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement)
- Lessee assigns his/her property for the benefit of creditors

All costs of removal, as well as any additional rent which may be due as a result of Lessee's failure to remove the equipment and materials of the Lessee and any other property, shall be paid to the Lessor before the Lessee's property will be released. In addition, Lessor shall not be liable to Lessee for any damage to Lessee's property or equipment during or after removal and impoundment.

12. COMPLIANCE WITH LOCAL LAWS

The Lessee shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama, the County and the City. The Lessee shall, throughout the performance of this agreement, comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the county and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, as amended from time to time during the performance of this agreement, and shall document Lessee's compliance with said law and submit to the Lessor or at the direction of Lessor any and all affidavits and proof as are from time to time required by law or required by the County. Lessee represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

13. RELEASE AND INDEMNITY:

Lessee agrees to, and does hereby release, indemnify and hold Lessor and its officers, agents, and employees, successors or assigns harmless, from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorney fees, and expenses incidental thereto, which may be suffered by, or charged to Lessor by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents of any covenant, provision or condition of this Agreement.

14. FORCE MAJURE:

Lessor shall not be liable for failure to perform this Agreement or for any loss, injury or damage of any nature whatsoever resulting therefrom caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Lessor's control.

15. DISCLAIMER OF LIABILITY:

Lessee agrees to protect and hold Lessor harmless from any claims of others for injuries to persons or property occurring on or around the leased premises or arising out of the use the leased premises. Lessee agrees to indemnify and hold harmless Lessor from any and all claims or demands made by other persons for property or bodily injury or death resulting from or arising out of the operation of or about the leased premises. Such indemnification shall include all costs, attorney fees and other expenses incurred in response or defense to such a claim, demand or civil action.

16. TAX RESPONSIBILITIES OF LESSEE:

The parties to this Agreement agree that the Lessee is an independent firm or person and that the relationship created by this agreement is that of an independent CONTRACTOR. Further, the parties agree that the Lessee is not an employee of The Lessor, and will not be treated as such for federal income tax purposes. In this regard the Lessee acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including but not limited to the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

17. INDEPENDENT CONTRACTOR RELATIONSHIP:

In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that the Lessee is at all times serving as an independent CONTRACTOR providing Lessor with services as a contractor and/or independent contractor. It is expressly understood that the Lessor is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the Lessee. Lessee is not considered to be an agent or employee of the Lessor for any purpose and the Lessee will not be eligible to participate in any benefits the Lessor provides for its own employees. It is further understood and agreed that the Lessor does not agree to

use Lessee exclusively. It is further understood and agreed that, except as provided herein, Lessee is free to contract for similar services to be performed for others during the term of this Agreement.

18. CASUALTY:

In the event the offices or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided the offices are not rendered unusable by such damage. If the offices are rendered untenable and Lessor elects to repair the offices, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the offices are rendered untenable and Lessor elects not to repair the offices, this Agreement shall terminate.

19. PERFORMANCE STANDARDS:

Lessee shall provide the level of services adequate to meet the needs of the Shelby County Airport for aircraft maintenance and repair.

20. REMEDIES CUMULATIVE:

The rights and remedies available to Lessor with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

21. GOVERNING LAW:

This Agreement shall be construed in accordance with the laws of the State of Alabama.

SHELBY COUNTY COMMISSION

By: Chad Scroggins, County Manager

Date

ATTEST:

Date: _____

By: _____

By: _____

Date

ATTEST:

Date: _____

