



THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY (ACCGov)

DATE: September 8, 2023
TO: 1080 Ben Epps Drive Hanger Lease Agreement Vendors
SUBJECT: **RFPP #24003-V2 1080 Ben Epps Drive Hanger Lease**

You are invited to submit a Price and Performance Proposal for RFPP #24003-V2 1080 Ben Epps Drive Hanger Lease located at Athens Ben Epps Airport 1080 Ben Epps Drive, Athens, Georgia 30605.

Inquiries regarding this Request for Price and Performance Proposal (RFPP) should be made to Samantha Murray 706-613-3040 or Samantha.murray@accgov.com. Technical questions may be directed to Davin Welter, Airport Business Coordinator, Athens Ben Epps Airport, (762) 400-7887, fax: (706) 613-3417 or email: davin.welter@accgov.com.

The Request for Price and Performance Proposal (RFPP) documents may be obtained at [Georgia Procurement Registry](#) or [Athens Clarke County](#) or via written request to e-mail: accbids@accgov.com or fax: (706) 613-1975. Include your company name, address, the point of contact, fax number and phone number with your written request.

Attached hereto are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Request for Price and Performance Proposal (RFPP) shall not be changed or superseded except by written addendum from the Unified Government of Athens-Clarke County Purchasing Division of the Finance Department. Failure to comply with the written requirements for this RFPP may result in rejection of the submittal by the Unified Government.

Submittals are to be sealed, marked with the offeror's name and address and labeled:
RFPP #24003-V2 1080 Ben Epps Drive Hanger Lease and delivered to:

The Unified Government of Athens-Clarke County
Finance Department, Purchasing Division
375 Satula Avenue
Athens, GA. 30601

Not later than **3:00 P.M. ET, Thursday, September 28, 2023.**

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the proposal receipt date. Please call (706) 613-3088 for more information for the hearing impaired. This service is in compliance with the Americans with Disabilities Act (ADA).

The Unified Government of Athens-Clarke County reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the Unified Government of Athens-Clarke County.

Jessica Beri
Purchasing Administrator

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
I	REQUEST FOR PRICE AND PERFORMANCE PROPOSAL SUBMISSION INSTRUCTIONS
II	REQUEST FOR PRICE AND PERFORMANCE PROPOSAL OVERVIEW AND PROCEDURES
III	SCOPE OF SERVICES
IV	EVALUATION AND SELECTION PROCESS
V	MANDATORY PROPOSAL FORMS
	A: ADDENDA ACKNOWLEDGMENT
	B: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT CONTRACTOR AFFIDAVIT & AGREEMENT
	C: TECHNICAL SPECIFICATIONS
	D: PRICE AND PERFORMANCE PROPOSAL FORM
VI	DOCUMENTS CHECKLIST
	ATTACHMENT A: WHAT YOUR BUSINESS NEEDS TO KNOW ABOUT GEORGIA'S E-VERIFY REQUIREMENTS
	ATTACHMENT B: Sample Lease Agreement

SECTION I - REQUEST FOR PRICE AND PERFORMANCE PROPOSAL SUBMISSION INSTRUCTIONS

ALL DOCUMENTS RECEIVED WILL BECOME A PART OF THE OFFICIAL CONTRACT FILE AND
MAY BE SUBJECT TO DISCLOSURE.

A complete signed price proposal must include the documents listed below:

PROPOSAL FORMAT: Offerors are expected to examine the specifications, price schedule, and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. *The proposal, specifications, and price schedule must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the offeror.*

- Cover Letter:** A brief cover letter of introduction and interest.
- Table of Contents**
- Acknowledgment of Addenda:** Include completed Acknowledgement of Addenda form, from Section IV, part A of this RFPP.
- Georgia Security & Immigration Compliance (GSIC) Act Affidavit:** Include a notarized copy of the GSIC Affidavit form for the contractor and all sub-contractors, from Section IV, part B of this RFPP.
- Technical Specifications:/Scope of Work** Please include from Section IV, part C
- Price and Performance Proposal Form:** Please include the completed Price and Performance Proposal Form from Section IV part D of this RFPP in a separately sealed paper copy of section V-D Price and Performance Proposal Schedule, in order that price may be evaluated separately. **DO NOT** include pricing or fees in any other format. Proposals that fail to keep pricing/fees confined to the separately sealed paper copy **may be rejected.**
- References:** Include a minimum of three references for contracts of a similar nature, preferably public sector references. Include the name, address, telephone number, point of contact and description of the contract for each reference.

SUBMITTAL FORMAT: ALL bid copies must be submitted in a sealed envelope or container with the **OUTERMOST** Container stating the address, telephone number, the RFPP number and title **RFPP #24003-V2 1080 Ben Epps Drive Hanger Lease**

If you have an ACCGov Vendor Number please include it on the sealed envelope or container. If you do not know your vendor number, please email: vendor@accgov.com. If you do not have a vendor number but you are awarded this RFP, you will be invited to submit your vendor registration per the following instructions: <https://www.accgov.com/DocumentCenter/View/88465>.

Please Note: The ACCGov Vendor Number is not required to submit a proposal, and new vendor registrations **will not** be processed for bidding/proposal purposes only.

- One (1) marked original of the complete signed bid
- One (1) USB Flash drive with the complete signed bid

**ALL FILES SUBMITTED ON USB FLASH DRIVE
MUST BE IN A SINGLE PDF FILE.**

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
REQUEST FOR PRICE AND PERFORMANCE PROPOSAL
FOR
RFPP # 24003-V2 1080 Ben Epps Drive Hanger Lease**

SECTION II - REQUEST FOR PRICE AND PERFORMANCE PROPOSAL OVERVIEW AND PROCEDURES

A. PURPOSE

The Unified Government of Athens-Clarke County is soliciting a Request for Price and Performance Proposal for RFPP # 24003 1080 Ben Epps Drive Hanger Lease in accordance with the attached specifications from responsible vendors.

B. INFORMATION TO OFFERORS

1. RFPP TIMETABLE

The anticipated schedule for the RFPP is as follows:

RFPP Available**Monday, September 8, 2023**

Deadline for submission of questions.....**Thursday, September 14, 2023**

Submittal deadline**3:00 P.M. ET, Thursday, September 28, 2023**

Proposal Valid Until**December 1, 2023**

2. PROPOSAL SUBMISSION

Proposal submission should contain, **One (1) Paper copy of the complete signed proposal WITHOUT pricing, One (1) USB Flash Drive with a copy of the complete signed proposal WITHOUT pricing, and One (1) Separately Sealed paper copy of section IV-D Price and Performance Proposal Form**, including brochures, must be received by **3:00 P.M. ET, Thursday, September 28, 2023**. Proposals must be submitted in a sealed envelope or container stating on the outside, the offeror's name, address, telephone number, and the RFPP number and title, **RFPP# 24003 1080 Ben Epps Drive Hanger Lease** to:

The Unified Government of Athens-Clarke County
Finance Department, Purchasing Division
375 Satula Avenue
Athens, Georgia 30601

Hand-delivered copies may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m. ET, Monday through Friday, excluding holidays observed by the Unified Government of Athens-Clarke County.

Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the **required address and envelope information appears on the outer wrapper or envelope** used by such service.

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the offeror.

3. CONTACT PERSON

Offerors are encouraged to contact only the Samantha Murray, Senior Buyer Explanation(s) desired by offeror(s) regarding the meaning or interpretation of this RFPP must be requested from the contact person, in writing to samantha.murray@accgov.com. It is requested that all questions that arise prior to the proposal due date be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFPP and also may result in the rejection of the offeror's submittal.

Technical questions may be directed to Davin Welter, Athens Ben Epps Airport at (762) 400-7887, fax: (706) 613-3417 or email: davin.welter@accgov.com.

4. ADDITIONAL INFORMATION/ADDENDA

The Unified Government of Athens-Clarke County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Offerors should not rely on any representations, statements or explanations other than those made in this RFPP or in any addendum to this RFPP. Where there appears to be a conflict between the RFPP and any addenda issued, the last addendum issued will prevail.

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements.

Offerors who obtain this Request for Price and Performance Proposal from [Georgia Procurement Registry](#) or [Athens Clarke County/Purchasing](#) (<http://www.athensclarkecounty.com/index.aspx?NID=375>) or from other than the Purchasing Division are **advised to re-visit the above websites to obtain any addenda which may be issued prior to the proposal closing date.** The Unified Government of Athens-Clarke County assumes no responsibility for Offerors' failure to acknowledge any addenda issued.

5. WITHDRAWAL OF PROPOSAL

An offeror may withdraw his proposal before the expiration of the time during which proposals may be submitted without prejudice to the offeror, by submitting a written request of withdrawal to the Purchasing Administrator.

6. LATE SUBMITTAL, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The Unified Government of Athens-Clarke County assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

7. REJECTION OF PROPOSALS

The Unified Government of Athens-Clarke County may reject any and all proposals and reserves the right to waive any irregularities or informalities in any proposal or in the submittal procedure. Submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.

8. MINIMUM PROPOSAL ACCEPTANCE PERIOD

Proposals shall be valid and may not be withdrawn for a period of 60 days from the date specified for receipt of proposals.

9. AWARD OF CONTRACT

This is a past performance/product quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed in Section IV herein. The Unified Government of Athens-Clarke County may reject any or all proposals if such action is in the Unified Government's interest.

10. NON-COLLUSION AFFIDAVIT

By submitting a proposal, the offeror represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

By submitting a proposal, the offeror represents and warrants that no official or employee of the Unified Government of Athens-Clarke County has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

11. HOLD HARMLESS AND INDEMNIFICATION

The Offeror agrees, insofar as it legally may, to indemnify and hold harmless the Unified Government, its officers, employees and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Offeror, its officers, employees, and agents under any of the terms of this contract.

12. SITE VISIT

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of the lease agreement to the extent that the information is reasonably obtainable. In no event, shall failure to inspect the site constitute grounds for a claim after contract award.

13. COST INCURRED BY OFFERORS

All expenses involved with the preparation and submission of the proposal to the Unified Government of Athens-Clarke County, or any work performed in connection therewith is the responsibility of the offeror(s).

14. AMERICANS WITH DISABILITIES ACT (ADA)

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the proposal due date. Please call (706) 613-3088 for more information for the hearing impaired. This service is in compliance with the Americans with Disabilities Act (ADA).

15. NOTICE OF PRICE COMPARISON

Athens-Clarke County will compare the price and performance offered under this solicitation with the State of Georgia contract to determine whether the price and performance offered under this solicitation or by the State contract is more economical. After completion of proposal evaluation, if price and performance under the State contract is determined to be more economical, this solicitation will be canceled and purchase will be made under the State contract.

For comparison purposes, offeror's may view the State contract and its provisions at http://ssl.doas.state.ga.us/PRSapp/PR_StateWide_contract_menu.jsp.

16. PROPOSAL OPENING

Proposal schedule prices will not be opened or read aloud publicly. A list of names of firms providing proposals may be obtained from [Georgia Procurement Registry](http://ga-athensclarkecounty.civicplus.com/Bids.aspx), or [Athens Clarke County Bids](http://ga-athensclarkecounty.civicplus.com/Bids.aspx) (<http://ga-athensclarkecounty.civicplus.com/Bids.aspx>) or via email request to E-mail: accbids@accgov.com after the proposal due date and time stated herein. A tabulation of prices may be obtained upon award.

17. PLACE OF PERFORMANCE

The Unified Government of Athens-Clarke County will not contemplate traveling outside the City of Athens to the contractor's facility for custom fitting or alterations. The offeror shall insert in the spaces provided in the price schedule the address of the plants or facilities location(s) that he intends to use.

18. ALTERNATE PROPOSALS

Alternate proposals or proposals that deviate substantively from the requirements of this solicitation will not be considered. Offerors shall not insert in their proposal any written

statement which will have the effect of making any material change or changes in the Technical Specifications or in any contract between the parties covering subject matter thereof.

19. BRAND NAME OR EQUAL

(A) The item in the Price Proposal is identified as "brand name or equal," the Technical Specifications reflect the physical and performance characteristics and level of quality that will satisfy the Department's needs. (B) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must- (1) Meet the salient physical, functional, or performance characteristic specified in the technical specifications; (2) Clearly identify the item by- (i) Brand name, if any; and (ii) Make or model number; and (3) ***Include descriptive literature*** such as illustrations or drawings. (c) The Unified Government of Athens-Clarke County will evaluate "equal" products on the basis of information furnished by the offeror. The Unified Government is not responsible for locating or obtaining any information not identified or submitted with the offer. (d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the price schedule.

20. TAXES

The contractor will be provided with the Unified Government of Athens-Clarke County's Sales and Use Tax Certificate of Exemption number upon request.

21. DELIVERY

Prices proposed shall include delivery and shall be F.O.B. Athens, Georgia.

22. CONTRACTOR'S INVOICE

a. The Contractor shall prepare and submit invoices to the Finance Office address specified on individual orders. If the invoice does not comply with these requirements, the Finance Office will return it with the reasons why it is not a proper invoice. A proper invoice must include the items listed below.

- (i) Name and address of the Contractor.
- (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Purchase order number for supplies delivered or services performed.
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
- (vi) Name and address to whom payment is to be sent.
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Any other information or documentation required by the contract (e.g., evidence of shipment).

b. In the event orders are made via monthly or period purchase orders, contractor may provide a summary invoice for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

- (i) Name of supplier
- (ii) Purchase Order number
- (iii) Ship to Department and Address
- (iv) Description, Quantity, unit price, and extension of each item.
- (v) Date of delivery or shipment.

23. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

By submitting a proposal and executing the attached Affidavits, the offeror verifies its compliance with O.C.G.A. §13-10-91. The offeror further agrees to maintain records of such compliance and shall

provide a copy of each such verification to Unified Government of Athens-Clarke County, at the time the subcontractor(s) is retained to perform such services.

24. EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of the Athens-Clarke County government that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

25. OPEN RECORDS

In accordance with OCGA Section 50-18-72(a)(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. **An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10.** If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not, in fact, constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure;

SECTION III :SCOPE OF SERVICES

The Leasor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary for the lease agreement as per the scope of services outlined below for the period of one year.

A. INTRODUCTION AND PURPOSE

The Unified Government of Athens-Clarke County (ACCUG) is a unified city/county government located in the northeast section of the state of Georgia and is approximately sixty (60) miles northeast of Atlanta, Georgia. The Unified Government of Athens-Clarke County (the government’s official name) was formed in 1991 by a referendum which required the combining of The City of Athens and Clarke County. ACCUG serves an area population of approximately 100,000 with annual growth projected at 1% per year. ACCUG provides a multitude of local and state-funded services, which includes, but is not limited to, Public Safety, Utility, Courts, Corrections, Tax, and Fire Services. ACCUG employs approximately 1,900 people.

The Athens-Clarke County Airport (“Airport”) as owner and operator of the Athens-Ben Epps Airport is soliciting proposals for the commercial use of a hangar located at 1080 Ben Epps Drive. The ultimate goal for the RFP is to enhance the aeronautical and economic value to the Airport and the community.

Airport Overview and Available Facility: The Athens-Ben Epps Airport (FAA Identifier AHN) is located 3 miles east of the City of Athens. AHN is a Part 139 certificated airport and serves as the primary commercial and general aviation airport for the community and surrounding area. There are two primary runways serving AHN. Runway 9-27 is the primary runway and is in excellent condition and extends in a general east-west direction, with a length of 6,122’ and width of 100’. Runway 2-20 is 3,995’ long and 100’ wide with an asphalt surface. An extensive parallel taxiway system supports the ground operations of both runways.

AHN averages 37,000 operations per year. Of the total operations, approximately 93% is general aviation, 3% military and remainder is commercial activity by passenger/air charter. AHN reflects a based aircraft population of approximately 100 aircraft.

1080 Ben Epps Dr. Hangar: The subject property of this RFP is located at 1080 Ben Epps Drive and reflects a 0.943-acre site (41,078 sq. ft.) more or less improved with approximately 12,000 sq. ft. office/hangar/shop building (The leased site includes the approximate amenities 2,880 sq. ft of office space [two floors], 8,000 sq. ft. of hanger space, 1,120 square feet of attached lean-to-shop, and 7,360 sq. ft. of paved aircraft apron. The wing span between E and F hangers is 110’ 2”. From hanger E to centerline is 73’ 8”, centerline to hanger F is 36’ 6”. The development lies on the east side of Ben Epps Drive, just northeast of the Airport terminal facility, with vehicular access and parking off of Ben Epps Drive. Airside access is via a 35-foot wide taxi-lane which extends between two buildings with limited clearance, thereby limiting the size of aircraft that can safely access this facility. The office/hanger structure was originally constructed in 1998. The hangar area has a concrete floor, insulated metal walls, a high ceiling, high-intensity lighting, and plexiglass skylights. The roof has been repaired this year to fix any leaks.

Contract Terms and Rates: The term and rates will be negotiable based upon the chosen proposal and the capital investment the proposer will commit. The fair market value of the property is currently \$66,000 per year (\$5,500 per month). The Airport reserves the right to increase or decrease this amount and the terms of the lease based on the amount of investment the proposer is committing to the Airport and the community. (i.e. increased fuel sales, aircraft operations, ad valorem tax)

B. GENERAL REQUIREMENTS

1. Physical Security: The contractor shall safeguard all Unified Government of Athens-Clarke County property provided for contractor use. At the close of each work period, vehicles, facilities, support equipment, and materials shall be secured.
2. Contract Lease Period: The contract Lease period shall be from the date of award for one year unless terminated by either party giving to the other written notice of termination in writing thirty (30) days prior to the proposed date of termination. Termination by the Unified Government of Athens-Clarke County can be immediate upon contractor failure to comply with any of the terms.
3. Hours Of Operation: N/A
4. Ordering and Payment: Performance will be ordered by issuance of a purchase order for the period of the lease performance. Payment for work performed shall be paid monthly upon receiving invoicing with an attached copy of each certificate of receipt of service for that month signed by the Department Director or designee. The contractor shall ensure that all invoices clearly reflect the purchase order number. All original invoices must be mailed or hand-delivered to Athens-Ben Epps Airport, 1010 Ben Epps Dr. Athens, GA 30605. Failure to comply with this provision may result in delayed payments for services rendered.
 - a. The Contractor shall prepare and submit invoices to the Finance Office address specified on individual orders. If the invoice does not comply with these requirements, the Finance Office will return it with the reasons why it is not a proper invoice. A proper invoice must include the items listed below.
 - (ix) Name and address of the Contractor.
 - (x) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
 - (xi) Purchase order number for supplies delivered or services performed.
 - (xii) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (xiii) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
 - (xiv) Name and address to whom payment is to be sent.
 - (xv) Name (where practicable), title, phone number, and mailing address of the person to notify in the event of a defective invoice.
 - (xvi) Any other information or documentation required by the contract (e.g., evidence of shipment).
 - c. In the event orders are made via monthly or period purchase orders, the contractor may provide a summary invoice for all deliveries made during a billing period, identifying the delivery tickets covered therein, and stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:
 - (vi) Name of supplier
 - (vii) Purchase Order number
 - (viii) Ship to Department and Address
 - (ix) Description, Quantity, unit price, and extension of each item.
 - (x) Date of delivery or shipment.

C. ADDITIONAL REQUIREMENTS

1. TERMINATION FOR CAUSE: The Unified Government of Athens-Clarke County reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing written notice to the successful vendor at least ten (10) days before the effective date of termination. The successful vendor will not be relieved of any outstanding responsibilities or unfinished obligations under this contract.

The successful vendor has the right to terminate this contract for cause by providing written notice of intent to the Purchasing Administrator to terminate at least thirty (30) days prior to the effective date of the contract termination.

2. CONTRACT RENEWAL TERMS

Beginning Lease signing, the term of this contract shall be 1 year and automatically extended for four (4) additional periods of one (1) year each (collectively "Renewal Term") unless either party gives written notice of its intention not to renew, or the intention to modify, the agreement 90 days before expiration of the effective renewal term.

3. TERMINATION WITHOUT CAUSE: The Unified Government of Athens-Clarke County reserves the right to terminate the contract at any time without cause, in whole or in part, by providing written notice to the other party at least thirty (30) days before the effective date of termination. The other party will not be relieved of any outstanding responsibilities or unfinished obligations under this contract that were incurred prior to termination.

4. REPORTING DISPUTES: The contractor shall report any contract disputes and/or problems to the Purchasing Administrator, both verbally and in writing, within 48 hours of their occurrence.

5. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of the Unified Government of Athens-Clarke County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind the Unified Government or to otherwise act on behalf of the Unified Government, except as the Unified Government may expressly authorize in writing.

6. SAFETY: The contractor shall take every precaution at all times for the protection of persons and property, including the Unified Government of Athens-Clarke County's employees and property and its own. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract.

The contractor shall maintain an adequate safety program to ensure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. In addition, the contractor must also provide the Unified Government of Athens-Clarke County with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until the Unified Government is assured that the contractor has an adequate safety program in effect.

7. SUBCONTRACTS: No portion of the work shall be subcontracted without the prior written consent of the Unified Government of Athens-Clarke County Purchasing Division. If a portion of the work is approved for subcontracting, the contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this contract.

8. ESTIMATED QUANTITIES: The quantities of items specified in the Proposal Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Unified Government of Athens-Clarke County requirements do not result in

orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Contractor shall furnish to the Unified Government all items specified in the Proposal Schedule and called for by orders issued in accordance with the Ordering clause

9. CHANGES: Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

10. INSURANCE.

a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. The insurer shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated "A-" or better, with AM Best Company.

b. Before commencing work under the contract, the Contractor shall provide to Athens Clarke County, Attn: Purchasing Administrator, a Certificate of Insurance evidencing the required kinds and amounts of insurance. The minimum kinds and amounts of insurance shall be:

i. Workers' Compensation – Contractors are required to comply with applicable Federal and Georgia State workers' compensation statutes. Policies covering Workers' Compensation liability shall provide coverage of statutory benefits and employers liability of at least \$1,000,000 each accident; at least \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease.

ii. General Liability - \$2,000,000 aggregate; \$1,000,000 per occurrence; 50,000 fire damage; 5,000 medical expenses; 1,000,000 products completed operations; 1,000,000 personal and advertising injury or greater. Coverage should be on a per occurrence basis.

iii. Automobile Liability – Automobile liability insurance shall be written on the comprehensive form of policy – Combined single limit of at least \$1,000,000 to include Hired Autos and Non-owned Autos. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract.

iv. Property Insurance – Coverage against all risks of loss to include improvements or betterments of leased property and shall also provide fire insurance on all personal property contained within or on the leased premises, at full replacement cost with no coinsurance penalty provision.

v. Excess Liability - \$2,000,000 on a per occurrence basis

vi. Aviation/Helicopter Liability

If a fixed-wing aircraft or helicopter is used; Aviation Liability Insurance on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$5,000,000 per occurrence, and \$5,000,000 in the aggregate.

vii. UAS / Drone Liability (If Applicable)

In addition to the insurance requirements listed above, the UAS company or pilot/operator must supply specific UAS coverage (listing the specific aircraft to be used) with a limit of at least \$2,000,000.

c. The Certificate of Insurance evidencing required insurance shall be provided and a Notice of Cancellation endorsement to the effect that any cancellation or any material change adversely affecting The Unified Government of Athens Clarke County's interest shall not be effective

until 60 days after the insurer or the Contractor gives written notice to the Purchasing Administrator.

- d. The Certificate of Insurance shall reference the proposal and project name as evidencing this requirement.
- e. A primary and non-contributory endorsement in favor of the Unified Government of Athens-Clarke County shall be provided on all insurance coverages except workers' compensation.
- f. The Contractor shall insert the substance of this requirement, including this paragraph, in subcontracts under the contract that require work on The Unified Government of Athens-Clarke County property and shall require subcontractors to provide and maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Purchasing Administrator upon request."
- g. The following persons or entities are to be listed on the Contractor's general liability, auto and property policies of insurance as additional insureds:
 - i. Unified Government of Athens-Clarke County, Georgia

D. SPECIFIC TASKS:

Proposal Contents:

- a. The Proposal shall incorporate identification information necessary to provide sufficient background information regarding the business as detailed below.
- b. Name, address, email, telephone, and state of incorporation.
- c. Full name, address, and title of each officer in the business. If a corporation, include the same for all board members.
- d. A list of references, including names and telephone numbers, for financial and business experience is recommended.
- e. A detailed description of your intended use for the hangar. What would the proposer do to maximize the use of the space available for aeronautical purpose? If selected as the tenant, would it expand the Airport's fuel sales and/or aircraft operations?
- f. What is the length of term the proposer seeks?
- g. If proposing upgrades to the facility, is the business requesting any airport participation in the upgrades?
 - i) What is the minimum capital investment to be made by the proposer?
 - ii) What are the lease credits requested to make the capital investment?
- h. The Proposal shall address the evaluation criteria set forth in the RFP. In addition, detail the businesses proposed business plan of the hangar and whether or not it would provide any other ancillary services to other tenants or users on the airfield (example aircraft maintenance, aircraft storage, etc).
- i. The hangar must be used for aviation purposes and all proposals should describe the overall use, function, and targeted audience or customers proposed by your organization.

SECTION IV - EVALUATION AND SELECTION PROCESS

PROPOSAL EVALUATION AND SELECTION PROCESS: Based on the proposal format as outlined in Section II, the evaluation criteria in order of importance are as follows: (100)

1. **LEASE RATE AND TERM:** Assesses the tenant's proposal for the lease rate and ability to fulfill the term of the lease. (40 Points)
2. **UNDERSTANDING OF THE AIRPORT'S GOALS** to enhance the aeronautical and economic value to the Airport and the community. Assesses the business plan for use of the facility with specific description of the operations that will be performed at the hanger and the anticipated annual revenue that the business will produce, according to the business plan. Assesses whether the tenant's proposal is technically feasible and achievable. (30 Points)
3. **INVESTMENT INTO THE PROPERTY AND THE AIRPORT:** Assesses the tenant's plans to upgrade and maintain the property with an investment into the current facility. Describe the anticipated capital investment in equipment, aircraft and other, that will be benefit Athens Clarke County and the Airport. (15 Points)
4. **USING AND/OR PROVIDING ANCILLARY SERVICES:** Assesses the the amount of fuel that will be purchased over the course of the lease and if other airport services will be utilized. Also assesses the benefits that the tenant will bring to the airport including services provided and additional increase operations to AHN because of the tenant's operation. (15 points)

PROPOSAL EVALUATION AND CONTRACT AWARD: Athens-Clarke County intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If it is determined that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, Athens-Clarke County may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

SECTION V – PROPOSAL FORMS

A: PROPOSAL FORM

Proposal of _____

(Hereinafter called "Offeror"), organized and existing under the laws of the State of

_____, *doing business as* _____ *

In compliance with your RFP, the Offeror hereby proposes and agrees to perform and furnish all work for the requirement known as **RFPP# 24003-V2 1080 BEN EPPS DR. AIRPORT HANGER LEASE AGREEMENT** in strict accordance with the Proposal Documents, within the time set forth therein, and at the price proposed.

By submission of this Proposal, the Offeror certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization that:

1. The Offeror has examined and carefully studied the Proposal Documents and the Addenda, receipt of all of which is hereby acknowledged at Section V-B.
2. The Offeror agrees that this proposal may not be revoked or withdrawn after the time set for the opening of proposals but shall remain open for acceptance for a period of sixty (60) days following such time.

Company:			
Contact:			
Address:			
Phone:		Fax	
Email:			

By checking this box, I acknowledge that I have read ATTACHMENT B - MASTER CARD E-PAYABLES PROGRAM WELCOME LETTER

By checking this box, I acknowledge that I have read all insurance requirements and will meet requirements listed in RFP #01096 990 BEN EPPS DR. AIRPORT HANGER AGREEMENT awarded.

Authorized Representative/Title
(print or type)

Authorized Representative
(Signature)

Date

SECTION V MANDATORY PROPOSAL FORMS:



B: ADDENDA ACKNOWLEDGEMENT

The Offeror has examined and carefully studied the Specifications and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____ dated _____ Acknowledgment _____

Addendum No. _____ dated _____ Acknowledgment _____

Addendum No. _____ dated _____ Acknowledgment _____

Addendum No. _____ dated _____ Acknowledgment _____

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the Offeror's receipt of any addenda will result in the rejection of the proposal if the addenda contained information which substantively changes the Owner's requirements.

SECTION V MANDATORY PROPOSAL FORMS:**C: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT**

The Unified Government of Athens-Clarke County and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, are conditions of this Agreement for the physical performance of services.

If employing or contracting with any subcontractor(s) in connection with this Agreement, the Contractor further agrees:

- (1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with by O.C.G.A. § 13-10-91(b), as amended; such affidavit being in a form similar to and containing the same information as the form attached hereto; and
- (2) To obtain such subcontractor affidavit(s) when the subcontractor(s) is retained. Contractor shall have such forms available for inspection and submit to the Owner if so requested by the Owner.

The failure of the Contractor to supply the affidavit of compliance at the time of the bid will be cause for the bid being deemed non-responsive. Failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended throughout the entire contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Athens-Clarke County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVITS ON FOLLOWING PAGES

**CONTRACTOR AFFIDAVIT & AGREEMENT UNDER O.C.G.A. § 13-10-91(b)(1)
(effective July 1, 2013)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Athens-Clarke County, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.

Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: The Unified Government of Athens – Clarke County Georgia

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ____, _____, 202__ in _____.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, 202__

Notary Public
My Commission Expires: _____

SECTION V MANDATORY PROPOSAL FORMS:



SECTION V – PROPOSAL FORMS

D: SCHEDULE PROPOSAL SCHEDULE

Lease Cost per month \$ _____

Annual Lease Cost \$ _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SECTION VII DOCUMENTS CHECKLIST:

PROPOSAL DOCUMENTS CHECKLIST:

- 1. Cover Letter
- 2. Table of Contents
- 3. Business Information
- 4. Qualifications and Experience
- 5. References/Reference Projects
- 6. Financial Information and Documentation
- 7. Other Relevant Information

MANDATORY PROPOSAL FORMS (SECTION V) Offeror must complete, execute and include with the proposal the following mandatory documents:

- A. Proposal form
- B. Acknowledgement of Addenda
- C. Georgia Security & Immigration Compliance (GSIC) Act Affidavit
- D. Schedule of Price Proposal

ATTACHMENT A

What Your Business Needs to Know about Georgia's E-Verify Requirements

(Effective July 1, 2013)

E-Verify Contractor Requirements

Georgia law, **O.C.G.A. § 13-10-91**, requires **all businesses** that contract with a public employer for **labor or services** by bid or by contract in which the labor or services **exceed \$2499.99** to sign an affidavit attesting that they are registered for and use E-Verify **unless** 1) the contractor has **no employees** (in which case they must present an approved state-issued identification card/drivers' license from an approved state as provided on the [Attorney General's website](#)) or, 2) the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract, is also subject to this requirement. E-Verify Contractor, Subcontractor, and Sub-Subcontractor affidavits can be found [here](#).

E-Verify Private Employer Requirements

Georgia law, **O.C.G.A. § 36-60-6**, requires all businesses, **with more than 10 employees** that are seeking an occupation tax certificate/business license or other document required to operate a business with a county or city to sign an affidavit attesting that they are registered for and use E-Verify. Businesses with **10 or fewer employees** are required to sign an affidavit attesting that they are exempt from this requirement. Once a business has provided this affidavit to the county, all subsequent renewals can be provided with the submission of the E-Verify number, as long as it is the same number as provided on the affidavit or assertion that your business is exempt. The county will provide the format in which renewal information is collected. E-Verify Private Employer and Exemption Affidavits can be found [here](#).

What Is E-Verify?

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security immigration databases.

Where Do I Find My E-Verify Number?

The Human Resources Department for your business should have that information if you have registered. The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

What if I cannot locate or do not have access to my MOU?

If the HR director/program administrator for E-Verify from your business has taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile;' 3) The Company Information page will display the company ID number. If your HR director/ program administrator has not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at E-Verify@dhs.gov for assistance.

Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number?

No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

How Do I Register for E-Verify? To register for E-Verify, please visit the [DHS website](#). If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at E-Verify@dhs.gov or visit their website at <http://www.dhs.gov/e-verify>.

ATTACHMENT B SAMPLE LEASE

**STATE OF GEORGIA
COUNTY OF CLARKE**

**ATHENS-BEN EPPS AIRPORT
Commercial Hangar Lease**

INDENTURE OF LEASE, made and entered into this ____ day of ____ 2023, by and between the Unified Government of Athens Clarke County, (hereinafter sometimes referred to as "Lessor"), and ____ (hereinafter sometimes referred to as "Lessee").

WITNESSETH

WHEREAS, lessor now owns or controls certain real property located in Clarke County, Georgia, known as the Athens-Ben Epps Airport (hereinafter sometimes referred to as the "Airport") and;

WHEREAS, lessor deems it advantageous to itself and to its operations of the airport to lease the lessee herein a maintenance hangar structure herein after described together with certain privileges, rights, uses and interest therein, as hereinafter set out, and,

WHEREAS, lessee proposed to lease on a net basis from lessor certain hangar facilities, privileges, rights and uses pertaining thereto and herein described, and,

WHEREAS, lessee has indicated a willingness and ability to properly keep, maintain assigned hangar facility in accordance with standards established by lessor, and as herein defined, if granted a lease of sufficient term, being the period of time hereinafter provided.

NOW THEREFORE, for and consideration of the mutual promise and benefits set forth below, it is agreed between the parties as follows:

ARTICLE I - PREMISES AND PRIVILEGES

Lessor hereby leases to lessee and lessee hereby hires and takes from lessor the premises hereinafter set out and assumes the responsibility herein described.

- A. **DESCRIPTION OF PREMISES:** the premises conveyed this lease are described as follows: The subject property of this RFP is located at 1080 Ben Epps Drive and reflects a 0.943-acre site (41,078 sq. ft.) more or less improved with approximately 12,000 sq. ft. office/hangar/shop building (The leased site includes the approximate amenities 2,880 sq. ft of office space [two floors], 8,000 sq. ft. of hanger space, 1,120 square feet of attached lean-to-shop, and 7,360 sq. ft. of paved aircraft apron. The development lies on the east side of Ben Epps Drive, just northeast of the Airport terminal facility, with vehicular access and parking off of Ben Epps Drive. Airside access is via a 35-foot wide taxi-lane which extends between two buildings with limited clearance, thereby limiting the size of aircraft that can safely access this facility. The office/hanger structure was originally constructed in 1998. The hangar area has a concrete floor, insulated metal walls, a high ceiling, high-intensity lighting, and plexiglass skylights. The roof has been repaired this year to fix any leaks.
- B. **DESCRIPTION OF GENERAL PRIVILEGES, USES AND RIGHTS:** Lessor hereby grants to lessee the following general privileges, uses and rights, all of which shall be the subject to the terms, conditions and covenants hereinafter set forth and all of which shall be non-exclusive on the airport.

- (1) The use of all public airport facilities and improvements which are now or may hereafter be connected with or appurtenant to said airport, except as hereinafter provided, to be used by lessee for commercial aviation activities, as herein defined for the purpose of this lease "public airport facilities" shall include all necessary landing area appurtenances including but not limited to approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadway, sidewalks, navigational and avigational aids lighting facilities, terminal or other public facilities appurtenant to said airport.
- (2) The right of ingress and egress from the demised premises over and across public roadways serving the airport for lessee, his agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said rights shall be subject to such ordinance, rules and regulations as now or may hereafter have application at the airport.

C. **DESCRIPTION OF SPECIFIC PRIVILEGES, USES AND RIGHTS:** in addition to the general privileges uses and rights hereinbefore described and without limiting the generality thereof, lessor hereby grants to lessee, the right to engage in commercial aviation activities, as defined in paragraph D, below, subject to the conditions and covenants hereinafter set out.

D. **DEFINITION OF COMMERCIAL AVIATION ACTIVITIES:** "commercial aviation activities" are defined as those activities which involve the sale of aviation services for profit to the general public. Said aviation services shall include:

- (1) The loading and unloading of aircraft in any lawful activity as incidental to the conduct of any services or operations outlined in this paragraph D.
- (2) The maintenance, storing and servicing of aircraft, which shall include overhauling, rebuilding, repairing, inspection and licensing of sale, and the purchase and sale of parts, equipment and accessories thereof.
- (3) The locations, construction, erection, maintenance and removed of improvements (including hangars, shops or related office space), in any lawful manner, upon or in the demised premises for the purpose of carrying out any of the activities provided for herein, subject however, to the conditions herein generally or particularly set forth.
- (4) The operation of non-scheduled and charter transportation of passengers and cargo.
- (5) The maintenance of offices and operations or undertaking of any phase, of aviation activity for profit related to or in any way contributing to air transportation or aerial navigation.
- (6) The sale through coin-operated vending machines of tobacco, confections and refreshments and the maintenance on said leased premises of appropriate facilities thereof.
- (7) The training on the airport of personnel in the employ of lessee and the training on the airport of the general public, as students or otherwise, in any art, science, craft or skill pertaining directly or indirectly to aircraft.
- (8) The operation of schools for the instruction in aviation flying.

E. **CONDITIONS OF GRANTING LEASE:** The granting of this lease and its acceptance by lessee is conditioned upon the following covenants:

- (1) That no functional alteration of the premises as hereinafter agreed upon or functional change in the use of such premises shall be made which will affect the use to which they shall be put by lessee without the specific written consent of lessor.
- (2) That the right to use public airport facilities in common with others authorized so to do shall be exercised only subject to an in accordance with the laws of the United States of America and the State of Georgia; the rules and regulations promulgated by their authority with reference to aviation and air navigation; and all reasonable and applicable rules, regulations and ordinances of lessor now in force or hereafter prescribed or promulgated.

ARTICLE II - OBLIGATIONS OF LESSOR

- A. **CLEAR TITLE:** Lessor covenants and agrees that at the time of granting and delivery of this lease it is well seized of the leased premises and has good title thereto, free and clear of all liens and encumbrances having priority over this lease; and that lessor has full right and authority to lease the same as herein set forth.

Lessor further covenants that all things have happened and been done to make its granting of said lease effective and lessor warrants to lessee peaceful possession and quiet enjoyment of the leased premises during the term of hereof, upon performance of lessee's covenants herein.

- B. **OPERATION AS PUBLIC AIRPORT:** Lessor covenants and agrees that during the term hereof it will operate and maintain the airport and its public airport facilities, as defined hereinabove, as a public airport consistent with and pursuant to the sponsor's assurance given by lessor to the United States government under the Airport and Airways Development Act (P.L. 91-258), as amended.

- C. **ACCEPTANCE OF PREMISES:** It is agreed that the demised sites are accepted in their "as is" condition and that upon execution of this lease, lessor assumes no further responsibility as to condition of the demised premises nor shall it assume responsibility for the maintenance, upkeep or repairs which might become necessary to keep the premises in a safe and serviceable condition. Lessor shall, however, maintain all public roads on the airport giving access to the lease premises in good and adequate condition for use by cars and trucks and shall maintain free access to the leased premises over said roads at all times. There shall be no responsibility to maintain any road upon the leased premises nor to do anything thereon. Lessor reserves the right to relocate any and all existing roadways on the airport provided, however, reasonable access to the leased premises by adequate roadways are always maintained by the airport.

ARTICLE III - OBLIGATION OF LESSEE

- A. **NET LEASE:** This lease in every sense shall be without costs to the lessor for the development, maintenance and improvements of the demised premises. It shall be the sole responsibility of the lessee to keep, maintain, repair and operate the entirety of the demised premises and all improvements and facilities placed thereon at lessee's sole cost and expense.

- B. **REPAIR AND MAINTENANCE:** Lessee accepts the demised premises without expense to lessor. Lessee shall maintain said premises and the building, improvements and appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said airport. Lessee shall repair all damages to said premises caused by its employee, patrons, or its operation thereon.

Lessor, in its discretion, shall be the sole judge of the quality of maintenance and, upon written notice by lessor to lessee, lessee shall be required to perform whatever maintenance lessor deems necessary. If said maintenance is not undertaken by lessee within thirty (30) days after receipt of written notice, lessor shall have the right to enter upon the demised and perform the necessary maintenance, the cost of which shall be borne by lessee.

- C. **COMMERCIAL AVIATION OPERATIONS BY LESSEE:** Lessee shall conduct a first-class commercial aviation activity as defined by article I, section D of this lease. This service at all times must be reasonably available and adequate to meet the demands for such service on the airport. Lessee agrees that it will install and maintain such additional facilities as are economically feasible, as advanced technology might provide, even though such facilities might at this time be unknown, provided that a demand for such service should in the future be created by the demands of patrons of the airport. Lessee agrees to conduct its

business in a proper and courteous manner and to furnish good, prompt and efficient commercial aviation services at all times. The lessor may direct in writing that the services of lessee be improved to meet public demand and refusal by the lessee to make such improvements within a reasonable time shall constitute grounds for the cancellation of this lease.

Lessee further agrees to charge fair, reasonable and nondiscriminatory prices for each unit or sale of services; provided, however, that lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

- D. UTILITIES:** Lessee shall assume and pay for all costs or charges for utility services furnished to lessee during the term hereof.
- E. TRASH, GARBAGE, ETC:** Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the airport, of all trash, garbage and other refuse caused as a result of the operation of its business. Lessee shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the demised premises is forbidden.
- F. SIGNS:** Lessee shall not maintain or erect upon the outside of any improvements or on the demised premises any billboards or advertising signs without first obtaining the written approval of the Lessor.
- G. FIELD USE CHARGES:** Nothing herein shall be deemed to relieve lessee and its patrons, invitees and others from field use charges, including landing fees, as are levied generally by lessor directly upon the operation of aircraft exceeding 12,500 lbs.

ARTICLE IV - TERM OF LEASE

The term of this lease shall be for one (1) year, beginning on _____ and ending _____. This lease shall be automatically renewed upon the same terms and conditions for successive terms of one year unless either party gives the other a written sixty- day notice of cancellation. It is further provided that the terms of this agreement may be modified by written consent of both parties. Notwithstanding any other provision herein, this lease agreement is terminable at the election of either party hereto upon sixty (60) days notice to the other.

ARTICLE V - RENTS AND FEES

A. GENERAL: For the use of hangar and office facilities, lessee shall pay to lessor a fixed monthly rental fee, which said rents shall be due and payable on or before the 30th day of each and every month until lease terminates.

B. SCHEDULE OF RENTS AND FEES –

Tenant agrees to pay monthly rent in advance, without any formal demand to Lessor, on the first of each month. The Lessee agrees to pay to the Lessor during the period commencing ____ and ending ____ in the amount of \$ _____ per month.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION: Lessor shall stand indemnified by the lessee as herein provided. it is expressly understood and agreed that lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that lessor shall in no way be responsible therefor. In the use of the airport, in the erection or construction of any improvements

thereon, and in the exercise or enjoyment of the privileges herein granted, lessee shall indemnify and save harmless the lessor from any and all negligence on the part of the lessee, and shall indemnify lessor against any and all mechanic's and materialmen liens or any other types of liens imposed upon leased the premises.

- B. **INSURANCE:** Lessee shall promptly, after the execution of this lease, provide public liability insurance for personal injuries/death growing out of any one accident or other cause in a minimum sum of one million (\$1,000,000) dollars for one person and for each occurrence of two or more persons; and in addition, shall provide property damage liability insurance in a minimum sum of one million (\$2,000,000) dollars for property damage growing out of any one accident or other cause. Lessee shall maintain said insurance with insurance underwriters authorized to do business in the state of Georgia satisfactory to lessor.

Said policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to lessor sixty (60) days in advance of the effective date thereof.

In order to provide indemnification from liability created by acts of lessee, it is agreed that the policies or certificates of liability insurance shall name as additional insured the Athens/Clarke County Government and the Athens/Clarke County Airport Authority, its officers and its employees.

ARTICLE VII

TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT AND TRANSFER.

- A. **TERMINATION:** This lease shall terminate at the end of the full term hereof and lessee shall have no further right or interest in any of the lands or improvements hereby demised, except as provided in article IV.
- B. **CANCELLATION BY LESSEE:** This lease shall be subject to cancellation by lessee after the happening of one or more of the following events:
- (1) The permanent abandonment of the airport as an air transportation facility.
 - (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of airport, or any substantial part of parts thereof, in such a manner as substantially to restrict lessee for a period of at least ninety (90) days.
 - (3) Issuance by and court of competent jurisdiction of any injunction in any way presenting or retraining the use of the airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
 - (4) The default by lessor in the performance of any covenant or agreement herein required to be performed by lessor and the failure of lessor to remedy such default for a period of sixty (60) days after receipt from lessee of written notice by registered mail to remedy the same.
- C. **CANCELLATION BY LESSOR:** This lease shall be subject to cancellation by lessor in the event lessee shall:
- (1) Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder due for a period of three payments become due;
 - (2) File a voluntary petition bankruptcy;
 - (3) Make a general assignment for the benefit of creditors;
 - (4) Abandon the demised premises;
 - (5) Discontinue commercial aviation operations as set forth in article III, paragraph E;
 - (6) Be in default in the performance of any conditions required herein (except rental

payments) to be kept and performed by lessee, and such default continues for a notice from lessor of thirty (30) days after receipt of written notice from lessor of said default.

- (7) It is mutually understood and agreed that in the event lessor may require relocation of hangar and attachments in accordance with the approved airport master plan and layout plan or relocation to another hangar facility or space that both parties may be released from the Article VI (30) day cancellation requirement without penalty provided agreement has been reached for new lease provisions. It is mutually understood and agreed that desire to relocate said hangar and office space by lessor will be at its discretion and without contest by lessee. Lessor will provide at least (9) months notice of intent to relocate hangar and office; lessor is under no obligation to provide the same square footage of work space and may require lessee to construct its own facilities. It is mutually understood and agreed that lessor shall make every effort to provide accommodating hangar and office space according to availability of like facilities which may be considered acceptable to lessee.

In any of aforesaid events, lessor may take immediate possession of the demised premises and remove lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon said entry this lease shall terminate. Any rental hereunder shall be payable to said date of termination.

Failure of lessor to declare this lease terminated upon the default of lessee for any of the reasons set out shall not operate to bar or destroy the right of lessor to declare this lease null and void by reason of any subsequent violation of the terms of this lease.

- C. **ASSIGNMENT AND TRANSFER:** Lessee shall not at any time during the term of this lease, or in any manner, either directly or indirectly, assign, hypothecate or transfer this agreement or any interest therein.
- D. **SUB-LEASE:** Sub-leasing of the facility will not be permitted.
- E. **SUSPENSION OF LEASE:** During the time of war or national emergency, lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument which are inconsistent with the provisions of the lease to the government shall be suspended, provided that the term of this lease be extended by the amount of the period of suspension.

ARTICLE VIII - RIGHTS UPON TERMINATION

- A. **PERSONAL PROPERTY:** Title to personal property shall at all times during the term of this lease remain in lessee. Upon termination of this lease for any cause, lessee shall remove all personal property from the demised premises within thirty (30) days after said termination. If lessee fails to remove said personal property, said property may thereafter be removed by lessor at lessee's expense.

ARTICLE IX - GENERAL PROVISIONS

- A. **NOTICES:** All notices required under this lease shall be served by registered mail, return receipt requested, to the following address:

Lessee:

CELL PHONE # _____

WORK PHONE # _____

EMAIL : _____

Lessor:

ATHENS-CLARKE COUNTY

Athens/Ben Epps Airport

1010 Ben Epps Drive
Athens, Georgia 30605
(706)613-3420

B. PROVISION FOR INTEREST ON PAST DUE RENTAL FEES: It is agreed that time is the essence in making all payments required hereunder. A late penalty fee of ten (10) percent and an interest charge of one & one half (1½) percent will be assessed on rents paid after the 30th of each month.

ARTICLE X - EQUAL OPPORTUNITIES AND NONDISCRIMINATION

A. NONDISCRIMINATION: The lessee agrees that in its operation and use of said airport it will not, on the grounds of race, color, sex or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Department of Transportation Regulations. The lessor hereby reserves the right to take such action as the federal aviation administration may direct to enforce such covenant of nondiscrimination.

B. PERFORMANCE OF LEASE: During the performance of this lease, lessee will in any aeronautical activity for furnishing services to the public at the airport:

- (1) Furnish said service on a fair, equal , and not unjustly discriminatory basis to all users thereof; and
- (2) Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers; and
- (3) In providing said service, not discriminate against any person or class of persons by reason of race, color, creed or national origin.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

THE UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY, GEORGIA

Kelly Girtz, Mayor

Attest: _____
Gloria J. Spratlin
Clerk of Commission

CORPORATION NAME

(as listed with the Secretary of State)

(please print name of corporation)

By: _____
Title: (President/Vice President)

Attest: _____
Title: (Secretary/Assistant Secretary)
[Corporate Seal Must Be Affixed]

Approved As To Form:

Judd Drake, ACCGov Attorney
Athens-Clarke County Attorney's Office