



**REQUEST FOR PROPOSALS (RFP)
TO LEASE COMMERCIAL HANGARS
AT THE
FAIRFIELD COUNTY AIRPORT – LANCASTER, OHIO**

RFP NO. 24-1

Issued by:

FAIRFIELD COUNTY AIRPORT AUTHORITY

January 12th, 2024

**THREE (3) ORIGINAL COPIES OF THE PROPOSAL
SHALL BE SUBMITTED**

All Proposals shall be addressed and delivered to:
Fairfield County Airport Authority Clerk
210 East Main Street, 3rd Floor
Lancaster, Ohio 43130

Attn: Fairfield County Airport Commercial Hangar
Lease, RFP NO. 24-1 – SEALED BID

The outside of each envelope or package must be labeled:
“Attn: Fairfield County Airport Commercial Hangar Lease - RFP NO. 24-1
, SEALED BID”

**PROPOSALS MUST BE RECEIVED IN SEALED ENVELOPE(S) OR PACKAGE(S)
NO LATER THAN 2:00 P.M. Friday, February 9th, 2024**

SECTION I: BACKGROUND AND GENERAL INFORMATION

- A. INTRODUCTION: Fairfield County Commissioners are the owner of available hangar space (4 locations) at the Fairfield County Airport located at 3430 Old Columbus Road NW, Carroll, Ohio 43112. The County is requesting sealed proposals ("RFP") for long-term lease of a HANGAR SPACE, as described herein, (hereinafter referred to as the "Property").
- B. PURPOSE: Fairfield County is issuing this Request for Proposals ("RFP") for qualified parties ("Respondents") interested in a HANGAR SPACE for lease at the Fairfield County Airport in Lancaster Ohio ("Airport"). The successful Respondent may be chosen to enter into a lease for a HANGAR SPACE. This RFP document provides background and general information for responders and is to be used as a guideline to develop a proposal.
- C. EVALUATION AND SELECTION PROCEDURES:
- a. Proposals shall be evaluated on:
 - i. the proposed plan for facility; planned improvements; term of lease; and use of hangar.
 - ii. Proposals must remain firm for a minimum of 120 days, which may be extended by agreement of responder, and County.
 - iii. Responders may submit multiple proposals describing different concepts for use of the property.
 - iv. Commissioners shall select the proposal representing the "best use" to the County and airport operations.
 - b. Selection shall be determined on criteria following:
 - i. Proposed use of hangar and office space.
 - ii. Proposed, if any, hangar improvements, upgrades, and repairs at Lessee cost.
 - iii. Schedule and budget for completion of proposed improvements
 - iv. Proposed term of lease (maximum ten years).
 - v. Rent. Rent shall be a minimum of \$1500.00 a month
- D. AIRPORT LOCATION: The Fairfield County Airport serves the growing Route 33 Corridor and the southeastern Metro Columbus area. With only three stoplights between the airport and downtown Columbus, travelers can make the 26-mile drive to the city center in less than 30 minutes. When you add the convenience of the easy access from plane to car as well as avoiding the busy traffic patterns over Columbus, using the Fairfield County Airport becomes a great alternative to busier airports in the region. Its proximity to Lancaster and the Hocking Hills makes it the primary airport for access to those areas.
- E. SPECIAL CONSIDERATIONS

F. GENERAL INFORMATION: Solicitation objective. The purpose for soliciting proposals to lease the a HANGAR SPACE is to identify and select a proposal that will deliver the greatest enhancement to the airport in a manner that is economically beneficial to the County. The County may conduct discussions with any or all respondents. These discussions may include matters such as requests for additional information, interviews, modifications or revisions to the original RFP, as may be allowed by law.

- a. Inspection. An inspection of the Property may be scheduled by contacting Airport Board contact and County Facilities Director Jon Kochis during office hours (8 a.m. and 5 p.m., Monday through Friday). Additionally, construction documents will be available by emailing a request to jon.kochis@fairfieldcountyohio.gov and will be provided as available.
- b. Disclaimers. No written or oral warranties or assurances concerning the Property, or its fitness for any particular purpose, has been made. Furthermore, no County employee is authorized to make any warranties or assurances. Proposers are cautioned to investigate the Property thoroughly before submitting a proposal.
- c. Reservation of rights. The county reserves the right to reject any or all proposals, to waive any minor irregularities or technicalities, and to accept any response it deems to be in the County's best interest. Incomplete submittals may not be considered.
- d. Addenda. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested with the County Manager.
- e. Addenda will be electronically mailed to all who are known to have received a copy of this RFP. Responders shall acknowledge receipt of all addenda.
- f. Notice. The County shall provide notice to the email address provided by responder; and notice shall be conclusively deemed received by a responder on the second business day after such written notice properly deposited in the mail in Lancaster, Ohio; provided, this provision shall not be construed to prevent the giving of actual notice in any other manner.
- g. No assignment. The selected responder shall not sell, assign, transfer or convey the Proposal or any resulting contract, in whole or in part, without the prior written consent of Fairfield County Ohio Commissioners.
- h. Exhibits. Exhibits to this RFP include the Submission Form, Exhibit "A"; and Waiver, Allocation of Risk; Indemnity Statement, Exhibit "B".

G. PURPOSAL CONTENT: Submissions should contain all terms, expectations, and conditions of responder. Submissions must address all matters raised in the selection criteria. Responders shall provide three references; and, examples of responder's projects during the last five years, if any, that indicate responder's experience and financial ability to deliver the proposed plans.

SECTION II: LEASEHOLD

- A. The Lease site is made up of approximately a HANGAR SPACE that is 3,600 SF of interior hangar space and 900SF of publicly accessible parking(4spaces). Apron area on air side of hangar is not part of this lease and should be treated as public apron.
- B. Aviation business use: Preference will be given to proposers who include a plan to base aviation related business in the Hangar. This would include sales and service of aviation related business.

SECTION III: SCOPE

C. TERM OF AGREEMENT

The desired lease agreement will be for a ten (10) year term, depending on proposed improvements. Any negotiated lease renewal options will not exceed a 40-year term. Effective January 1 of each succeeding year, the rent shall be increased by 3% per year, so long as a Lease is in effect.

D. RATES AND CHARGES

Proposed Lease Term /monthly \$ 1500

IMPORTANT NOTE: *The provisions of the Lease Agreement are non-negotiable. Any attempt to revise or remove existing language can impede the County's ability to successfully enter into an Agreement.*

E. RULES AND REGULATIONS

The Respondent must abide by the Rules and Regulations for the Airport as well as with any rules, policies, executive orders or directives which may be issued by federal, state or local governmental authorities.

F. INSURANCE

Respondent shall procure and maintain at all times, in full force and effect, a policy or policies of insurance as specified herein, naming Fairfield County as an additional insured and covering all public risks related to the leasing, use, occupancy, maintenance, existence or location of the Premises. Respondent shall obtain the required insurance specified to be maintained by a commercial tenant in accordance with the "Fairfield County Airport Minimum Standards" attached hereto.

In addition, Respondent shall be responsible for all insurance to construction, improvements, modifications or renovations to the Premises and for personal property of its own or in its care, custody or control.

1. Adjustments to Required Coverage and Limits

Insurance requirements, including additional types of coverage and increased limits on existing coverage's, are subject to change at County's option and as necessary to cover Respondent's operations at the Airport. Respondent will accordingly comply with such new requirements within thirty (30) days following notice to Respondent.

2. Certificates

Respondent shall furnish the County with appropriate certificates of insurance signed by the respective insurance companies as proof that it has obtained the types and amounts of insurance coverage required herein. Respondent hereby covenants and agrees that prior to the expiration of any insurance policy required hereunder, it shall provide the County with a new or renewal certificate of insurance. In addition, Respondent shall, at the County's request, provide the County with evidence that it has maintained such coverage in full force and effect.

3. Additional Requirements

Respondent shall maintain its insurance with insurers authorized to do business in the State of Ohio and which are satisfactory to the County. The policy or policies of insurance shall be endorsed to cover all of Respondent's operations at the Airport, to grant additional insured status to the County, its Officers, Employee and Volunteers, and to provide that no material changes in coverage including, but not limited to, cancellation, termination, nonrenewal or amendment, shall be made without thirty (30) days' prior written notice to the County. The Respondent is responsible for notifying the County of any change to its insurance coverage that amends or alters the coverage required by the County.

SECTION IV : PROPOSAL CONTENTS

A successful proposal should contain the following items at a minimum:

A. General Information

1. Names of corporate/company officers/owners.
2. Company address/location(s) and other appropriate contact information.
3. Brief history of the individual or company.
4. A full description of the Respondent's entity (corporation, partnership, etc.) and identification of all parties including a disclosure of all persons or entities having a beneficial interest in the proposal.
5. Acknowledgement of Monthly Lease rate of \$1500

B. Hangar Usage Plan

Please outline if you intend to use the facility for business operation or for personal aircraft storage.

C. Acceptance of Lease Agreement, Specification And Other Requirements

In this section, list any exceptions taken to the Lease Agreement specifications, or other requirements listed in this RFP. You must reference the RFP section where exception is taken, a description of the exception, and the proposed alternative, if any. The Lease Agreement and all terms, conditions, specifications and other requirements of this RFP shall be deemed accepted by the Respondent unless accepted to in accordance with this Item C.

SECTION V: PROPOSAL SUBMITTAL

A. Submittal Package

Respondents shall submit two copies of its proposal.

B. Delivery

Proposals shall be delivered in hand or by mail, and marked:

All Proposals shall be addressed and delivered to:

All Proposals shall be addressed and delivered to:

Fairfield County Airport Authority Clerk
210 East Main Street, 3rd Floor
Lancaster, Ohio 43130

Attn: Fairfield County Airport Commercial Hangar
Lease, RFP NO. 24-1 – SEALED BID

The outside of each envelope or package must be labeled:

“Attn: Fairfield County Airport Hangar Lease
RFP NO. 24-1 – SEALED BID, Proposed by [Name and Address of
Respondent]”

C. Tentative Schedule

Issue Request for Proposal Friday, January 12th
Last day for questions by Respondents on Thursday, February 8th, 2024
Proposals due on **2:00 P.M., Friday, February 9th, 2024**
Select winning RFP by Monday February 12th, 2024 5PM

D. Deadline

Proposals must be submitted to the Fairfield County Airport Authority Clerk no later than **2:00 P.M., Friday, February 9th, 2024**. Proposals received after the specified time and date will NOT be considered. The Airport will not be responsible for failure of the United States Post Office, private courier, or any other delivery means to deliver a proposal to the appointed place at the specified time in order to be considered. All submitted proposals will be considered the property of the Airport.

E. Finalist

Finalists shall be selected from the qualified proposals and will be notified by electronic mail or telephone call. The finalists may be required to submit additional details.

F. Airport Reservations

The Fairfield County Commissioners reserves the right to:

1. Modify or otherwise vary the terms and conditions of this RFP at any time, including but not limited to, deadlines for submission, schedules and proposal requirements.
2. Waive irregularities in the proposals.
3. Reject or refuse any or all proposals, or to cancel and withdraw this RFP at any time.
4. Negotiate with any or all Respondents in order to obtain terms most beneficial to the Airport.
5. Accept the proposal(s), which, in the Airport's sole and absolute discretion, best serves the interests of the Airport.

G. Airport Contact Information

Respondents and or parties interested in submitting a proposal or who have questions concerning this RFP should contact:

Jon Kochis, Facilities Director

Jon.kochis@fairfieldcountyohio.gov

H. Collusion

More than one proposal from the same Respondent under the same or different names will be considered. Proposals will be rejected if there is evidence of collusion among Respondents, and no participant in such collusion will be considered in any future proposals or for the operation of a FBO for the next six months following the date of the proposal submission.

I. Disclaimer

The estimate of Tenant Space is believed to be reliable; however, respondents should rely on their own experts for counsel in this regard. All proposals submitted to the Airport are subject to public disclosure under the Freedom of Information Act after the Respondent has been selected.

J. Binding Offer

A Respondent's submittal shall remain valid for a period of 120 days following the proposal deadline and will be considered to be a binding offer to lease, assuming all terms are satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that the Respondent has familiarized itself with the contents of this RFP.

K. Requests for Interpretation or Clarification

No interpretation or clarification of the RFP will be made to a Respondent orally. If discrepancies or omissions are found by any prospective Respondent or there is doubt as to the true meaning of any part of the RFP, a written request for clarification or interpretation must be submitted to the Fairfield County Commissioners by e-mail at jon.kochis@fairfieldcountyohio.gov. To be given consideration, such requests must be received by **2:00 P.M., Friday, February 9th, 2024**. All such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted to the County's website. It is the responsibility of a Respondent to check the County's website for any updates. Failure of the Respondent to check the website for updates for any such addendum or interpretations shall not relieve said Respondent from any obligation contained therein.

L. Request for Tour Of The Airport Facilities

Any Respondent interested in scheduling a tour of the airport may do so by contacting jon.kochis@fairfieldcountyohio.gov. Tours will only be conducted during normal business hours and the Airport will require a minimum of a seventy-two (72) hour notice to schedule a tour.

SECTION VI : SOLICITATION EXHIBITS

Exhibit A: Submission Form

Exhibit B: Waiver, Allocation of Risk; Indemnity Statement

Exhibit A: Submission Form. Airport Hangar Lease Proposal RFP NO. 24-1

The undersigned responder certifies that the information contained in this proposal have been carefully reviewed and are submitted as correct and final. I further certify that I have read and understand Exhibit "B" (entitled "Waiver; Allocation of Risk; Indemnity") and shall be bound by same regarding any inspection of the Property. Lastly, I certify that the foregoing proposal was not prepared in collusion with any other responder or other person or persons who responded to this proposal.

This proposal is a legally binding offer that shall remain firm until _____, 202__.

Signature: _____

Printed Name: _____

Date: _____

If this proposal is submitted on behalf of a partnership, limited partnership, company, corporation or other corporate entity I hereby certify that I am submitting this proposal in my capacity as _____ of _____, and that I am vested with the authority to bind said entity by this proposal.

Notice regarding this RFP may be delivered to:

Name: _____

Address: _____

Telephone number: _____

Facsimile Number: _____

Email address: _____

Exhibit B: Waiver, Allocation of Risk; Indemnity Statement. Airport Hangar Lease Proposal RFP NO. 24-1

In consideration for being allowed to enter and inspect the Property associated with Airport Hangar Lease Proposal RFP NO. 2020-01 the undersigned (hereinafter "Responder") hereby agrees as follows:

- (1) The entry upon the Property by Responder, Responder's personnel and Responder's experts shall be at their respective risks.
- (2) FAIRFIELD COUNTY SHALL NOT BE LIABLE TO RESPONDER, OR ANY OF RESPONDER'S PERSONNEL OR RESPONDER'S EXPERTS FOR, AND RESPONDER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD FAIRFIELD COUNTY HARMLESS FROM, ANY CLAIMS BY ANY PERSON FOR INJURY, DAMAGES OR LOSS TO PERSONAL PROPERTY RESULTING FROM, INCIDENTAL TO, OR ARISING OUT OF THE CONDUCT OF THE PROPERTY INSPECTION OR THE ENTRY UPON THE PROPERTY BY RESPONDER, RESPONDER'S PERSONNEL AND RESPONDER'S EXPERTS, AND FROM ALL OUT-OF-POCKET COSTS INCURRED BY FAIRFIELD COUNTY TO DEFEND AGAINST ANY SUCH CLAIMS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES, EVEN IF THE NEGLIGENCE OR STRICT LIABILITY OF CITY OF BURNET IS ALLEGED OR PROVED TO BE A CAUSE THEREOF; PROVIDED HOWEVER, THIS INDEMNITY SHALL NOT APPLY IF AND TO THE EXTENT THAT FAIRFIELD COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IS A CAUSE THEREOF.
- (3) This indemnification by Responder shall survive the termination of the RFP, or closing or termination of any lease agreement, deriving from this RFP as applicable.
- (4) All non-public information provided by Fairfield County to Responder or obtained by Responder relating to the Property in the course of Responder's review, including, without limitation, any environmental assessment or audit, shall be treated as confidential information by Responder and Responder shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information.

To be effective as of the date executed below:

By:_____

Printed name:_____

Date:_____