Request for Proposals for Management, Operation, and Development of Fixed Based Operator (FBO) at

MONTGOMERY REGIONAL AIRPORT

ISSUED BY:	Montgomery Airport Authority 4445 Selma Highway, Montgomery, AL 36066
ISSUANCE DATE:	June 2, 2025
PROCUREMENT CONTACT:	Loyd Jenkins, Interim Executive Director Address: Montgomery Airport Authority Attn: Loyd Jenkins Interim Executive Director 4445 Selma Highway Montgomery, AL 36108 E-mail: FBORFP@flymgm.com
MANDATORY SITE VISIT AND PRE-PROPOSAL CONFERENCE:	July 11, 2025, 9AM – 12PM CST Located in the Rotunda Conference Room 4445 Selma Highway, Montgomery, AL 36108
RFP COMMENT PERIODS:	INITIAL: June 2, 2025 to July 1, 2025 at 3PM CST FINAL: August 1, 2025 to August 30, 2025 at 3PM CST
PROPOSAL DEADLINE:	No later than October 30, 2025

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PART I: PURPOSE OF REQUEST AND GENERAL INFORMATION

1. Introduction

1.1. Procurement Approach and Overview of Opportunity

The Montgomery Airport Authority ("MAA" or the "Authority") through this Request for Proposals ("RFP" or "MGM FBO RFP") invites written proposals from qualified firms (the "Proposers") who seek to provide management, operation, and development of a fixed based operator ("FBO") at Montgomery Regional Airport ("MGM" or the "Airport"). The Authority's intent is that the FBO services will be provided at facilities owned and provided by the Authority on the West Ramp of the Airport under a fee-for-service management contract (the "FBO Services Agreement" or the "Agreement") with a public-private partnership (P3) option. The P3 option may be exercised by the Authority to support any capacity-enhancing or revenue-generating improvements under innovative investment, financing, and compensation structures in accordance with Applicable Law including, Al. Code. § 4-3-47 (*Participation by Authorities in Certain Business Entities Relating to Airport Activitie*s), the "AL Airport P3 Law."

As more fully described herein, MAA requests that prospective respondents propose creative solutions, programs, and plans that improve management of the FBO and offer the greatest potential to increase Airport revenues. The Authority will review and evaluate responses to this RFP (the "Proposals") taking into consideration the evaluation criteria provided herein. After this evaluation process, the Authority intends to select, in its sole discretion, no more than one (1) Proposer (the "Preferred Proposer") who has demonstrated that it is qualified to undertake the FBO services, is capable of providing capital investment, has conducted a thorough market analysis for FBO services at the Airport, has a scalable business plan, and will provide a balanced management approach that achieves outstanding customer service and continued revenue growth. MAA intends to grant the Preferred Proposer the opportunity to undertake the services and work described in Section 4 of this RFP.

1.2. Airport Goals for the FBO

The Authority's goals for FBO services at the Airport are summarized below. Proposers are encouraged to consider these goals when preparing their Proposals:

- Elevate the customer experience by providing outstanding customer service along with related industry-leading technologies;
- Identify opportunities to modernize the FBO Site to offer state-of-the-art facilities with world-class amenities and to increase capacity and enhance security;
- Increase Airport revenues through innovation and improved operational efficiency;
- Promote increased flight activity and volume of fuel sales;
- Introduce cost controls to FBO operations while maintaining and/or improving customer service, safety, and revenue growth; and

- Coordinate and collaborate with key stakeholders to ensure smooth, continuous services and operations.

1.3. Procurement Schedule

MAA anticipates carrying out the procurement process in accordance with the following indicative schedule (the "Procurement Schedule"). This Procurement Schedule is subject to modification at the discretion of MAA. Proposers will be notified of any change by an Addendum to this RFP or, following award to the Preferred Proposer, by written notice from the Authority.

Key Occurrence	Date/Time
Procurement Process	
Issuance of MGM FBO RFP Commencement of Initial RFP Comment Period	June 2, 2025
Initial RFP Comment Deadline	July 1, 2025 (no later 3PM CST)
Site Visit and Pre-Proposal Conference	July 11, 2025
Issuance of Addendum No. 1 to MGM FBO RFP (including: Form of FBO Services Agreement) Commencement of Final RFP Comment Period	August 1, 2025
Final RFP Comment Deadline	August 30, 2025 (no later than 3PM CST)
Issuance of Final MGM FBO RFP	September 30, 2025
Proposals Due ("Proposal Submission Deadline")	October 30, 2025 (no later 11:59PM CST)
Evaluation and Selection Period (including potential interviews with Proposers)	November 2025
Anticipated Announcement of Notice of Intent to Award Exclusive Negotiation Period	Q4 2025 / Q1 2026
FBO Services Agreement Execution	Q1 2026

1.4. Definitions and Abbreviations; Rules of Interpretation

1.4.1. Defined Terms

Except as otherwise specified herein or as the context may otherwise require, the terms and abbreviations used herein have the respective meanings set out in Attachment 1A (*Definitions and Abbreviations*) to this RFP.

1.4.2. Interpretation of Certain References, Phrases, and Common Terms

The rules governing interpretation of this RFP are set out in Attachment 1B (*Rules of Interpretation*) to this RFP.

1.5. State and Federal Law Requirements

MAA is issuing this RFP and carrying out this procurement for the intended transaction in accordance with its Procurement Contract Guidelines and all Applicable Law, including as set out in Attachment 2 (*Federal Requirements*) to this RFP.

2. Background Information

2.1. Airport Overview

Montgomery Regional Airport is a joint-use (civil-military) airport, owned and operated by the Authority. The Airport is located in Montgomery County (population: 229,000) and is approximately seven (7) miles southwest of the city of Montgomery (population: 201,000), the capital of Alabama (the "State"). The Airport is located on Selma Highway off I-65.

MGM is categorized as a non-hub primary commercial service facility. As of FY24, the Airport recorded 194,627 passenger enplanements, an 8.5% increase from the 179,445 enplanements achieved in FY23. The Airport is also home to a diverse fleet of registered aircraft, with approximately 110 aircraft housed in hangars or stationed at the Airport. Additionally, the Airport supported approximately 32,000 general aviation aircraft operations during FY23. Airside facilities include airport beacon, airport lighted schedule, beacon lighted schedule, wind indicator, segmented circle, and control tower. Runway 3-21 and Runway 10-28 are both rated using the CBR test. The runways are equipped with various navigational aids, with Runway 10-28 providing access to 2 instrument approaches. The Airport also maintains UNICOM to provide pilots with up-to-date weather information.

MGM is currently served by American Airlines and Delta Air Lines. Current destinations include Washington DC (DCA), Charlotte, NC (CLT), Dallas Fort-Worth (DFW), and Atlanta (ATL). MGM has established an air carrier incentive policy to attract additional commercial air service. MGM also intends to develop an incentive policy to attract additional air cargo service.

2.2. Reference Information

Subject to Section 7.2, the Reference Information Documents included in Attachment 6 are offered to inform Proposers that are experienced in the general aviation industry as they estimate the market at the Airport.

2.3. Minimum Standards for FBO Services

The Authority maintains minimum standards for the conduct of commercial aeronautical activities at the Airport (the "Minimum Standards"), appended hereto as Attachment 3. The current Minimum Standards were adopted by the Authority in March 2024.

2.4. Leased Premises of Incumbent FBO

a. Montgomery Aviation Corporation (the "Incumbent FBO") is currently the sole FBO operating at the Airport. The Incumbent FBO operates under a lease agreement (the "Lease Agreement") with the Authority that commenced in April 2022.

b. The Incumbent FBO leases all of the land, buildings, structures, facilities, fixtures, and improvements within two areas of the Airport: the "East Ramp," as described in the tract description in Attachment 4A and the "West Ramp," as described in the tract description in Attachment 4B. The East Ramp and the West Ramp are collectively known as the "Leased Premises."

c. The Lease Agreement expires on June 30, 2025 at 11:59 p.m. (the "East Ramp Expiration Date") with respect to the East Ramp and on June 30, 2027 at 11:59 p.m. (the "West Ramp Expiration Date") with respect to the West Ramp. The Authority expects that the Incumbent FBO will remain operational on the East Ramp and West Ramp until the respective expiration dates under the Lease Agreement.

2.5. Information Regarding Fuel and Existing Fuel Facilities

2.5.1. Fuel Volumes

The following table illustrates MGM's historical fuel information.

MGM Fuel Flowage in Gallons						
Fuel Type	Calendar Year (CY) 2024	Monthly Average (CY 2024)	Calendar Year (CY) 2023	Monthly Average (CY 2023)	Calendar Year (CY) 2022	Monthly Average (CY 2022)
JET						
Retail	107,893	8,991	123,676	10,306	151,036	12,586
Military	312,448	26,037	174,988	14,582	285,064	23,755
Contract	430,643	35,886	431,705	35,975	368,758	30,730
Airlines	1,809,553	150,796	1,574,990	131,249	1,578,965	131,580
Total:	2,660,537	221,711	2,305,359	192,113	2,383,823	198,652
AVGAS						
100LL	172,289	14,357	87,951	7,329	88,038	7,337
Total:	2,832,826	236,068	2,393,310	199,443	2,471,861	205,988

2.5.2. Existing Fuel Tanks

The portable, above-ground fuel facility located on the East Ramp is not a fixture and is expected to be removed by the Incumbent FBO prior to June 30, 2025. The Incumbent FBO also owns and

operates an underground fuel facility on the West Ramp, and that facility is expected to be removed by the Incumbent FBO no later than June 30, 2027.

2.5.3. New Fuel Farm

The Authority has acquired its own fuel facility, with the goal that a new fuel farm will be operational beginning no later than June 30, 2026. The new fuel facility is located in the area depicted in Attachment 4B within the Existing FBO Layout (the "Fuel Farm Site"). See Section 5 herein for further details regarding the new fuel facility.

3. Information Regarding Existing Lease Agreement

3.1. Services under Existing Lease Agreement

a. The Incumbent FBO must provide all the services required by and in accordance with the Minimum Standards.

b. Under the Lease Agreement, the Incumbent FBO must provide:

i. Hangar storage for general aviation aircraft and tie down services on aprons as may be reasonably designated by the Authority within the Leased Premises;

ii. Adequate ramp service for general aviation aircraft users with qualified personnel available on the ramp 24 hours a day, seven (7) days a week, including equipment and personnel capable of removing disabled aircrafts from runways and taxiways; provided that, the term "adequate service" as applied to night time or non-regular hours allows provision of services with less than the full regular staff of personnel as may be commensurate with the average needs of general aviation at such times;

iii. Sale of aviation gasoline, fuel, oils, and lubricants of kinds customarily sold to general aviation aircraft users;

iv. Maintenance, repair, and servicing of general aviation aircraft, aircraft engines and parts normally provided by FBOs at the type and size of installation;

v. Maintenance of adequate inventory of the necessary aircraft parts and accessories to maintain, repair, and service general aviation aircraft normally provided by FBOs at the type and size of installation; and

vi. Aircraft crew lounge, telephone, and rest room facilities,

(collectively, the "Legacy Required Operations").

c. In addition to the foregoing services, the Incumbent FBO may, at its option, provide other services and sell other products under the Lease Agreement, including the following:

i. Sale of new and used aircraft;

ii. Aircraft rental business;

iii. Operation of FAA-approved flight school;

iv. Operation of nonscheduled and charter transportation of passengers;

v. Operating of air taxi and sight-seeing services;

vi. Operation of aerial survey, photography, mapping services, and crop dusting;

vii. Operation of aviation radio and communication facilities and repair and installation of the same;

viii. Flight operation, including demonstrations of aircraft for sale, and flight training (primary and advanced);

ix. Sale of non-alcoholic beverages, snacks, sandwiches, and other edible items whether directly or by the use of vending machines;

x. The fueling, lubrication, and other servicing of all transient aircraft, including but not limited to, military aircraft (both fixed and rotary wing), commercial airlines (scheduled or nonscheduled), and air cargo air carriers;

xi. The right to load and unload passengers and cargo and to transport passengers to and from transient aircraft to and from the terminal and other areas of the Airport;

xii. The right to repair ground service equipment, excluding automobiles;

xiii. Towing of disabled aircraft;

xiv. Provision of parking areas for automobiles, refuelers, and ground equipment for Incumbent FBO's employees, invitees, and licensees within the Leased Premises;

xv. Financing and insuring aircraft;

xvi. Loading and unloading aircraft in any lawful activity; and

xvii. Such other services and sale and rental of such other items as agreed to by the Authority; provided that all automobile rentals from the Leased Premises are billed through the counter facilities located within the Airport,

(collectively, the "Legacy Optional Operations").

3.2. Facilities and Maintenance under Existing Lease Agreement

a. The Incumbent FBO must provide all the facilities required by and in accordance with the Minimum Standards.

b. The Lease Agreement contemplates the following maintenance obligations:

i. improvements that keep the Leased Premises in efficient operating condition;

ii. upkeep of the Leased Premises in good, sanitary, and neat order and condition;

iii. restoration of the Leased Premises to its original design, condition, and construction; and

iv. protection of the Leased Premises though routine maintenance and/or incidental repairs,

(collectively, the "Legacy Maintenance Obligations").

3.3. Subleases and Underlying Contracts Related to Current FBO Operations

To the extent still effective as of the East Ramp Expiration Date or the West Ramp Expiration Date (as applicable), the Authority expects that all interests in the existing subleases and other tenant agreements under the Lease Agreement with the Incumbent FBO will be transferred to the Authority upon expiration of the Lease Agreement. The Authority expects to conduct discussions with the then-current tenants of the Incumbent FBO within six (6) months of the applicable expiration dates. It is expected that rental rates will be brought to current, fair market value and that lease terms will be updated and standardized in all new leases. There are currently 24 hangar leases in place with the Incumbent FBO with approximately $22,000 in monthly rental income.

PART II: SCOPE OF SERVICES AND WORK

4. Base and Optional Scopes of Work for FBO Services

4.1. Scope and Phasing of the Services and Work

4.1.1. Scope of the Required Services and Work

a. The "Services and Work" required of the counterparty to the FBO Services Agreement, (the "Operator"), include:

i. the Transition Consulting Services, as further described in Section 4.2;

ii. the Management Services, as further described in Section 4.3; and

iii. the Capital Work, as further described in Section 4.4.

b. Such Management Services, Transition Consulting Services, and Capital Work, related to administrative and operational management of Authority-owned fixed-base operator assets under the general supervision of the Authority, will at all times be in compliance with the Minimum Standards.

c. The Services and Work exclude any work which is referenced as excluded or prohibited under the terms of the FBO Services Agreement, including the Minimum Standards, and any work that MAA is expressly obligated to perform, or elects to perform.

d. The Services and Work, as more fully described in the FBO Services Agreement, along with the provision of at least the Legacy Required Operations and Legacy Maintenance Obligations are the "Base Scope" required of the Operator.

4.1.2. Phasing of the Required Services and Work

a. The initial term of the FBO Services Agreement (the "Term") will be divided into two periods: the Pre-Operations Period and the Operations Period as more fully described below. The Operations Period will be no less than five (5) years, with the first operating year commencing on the Commencement Date (each such year during the Operations Period, an "Operating Year").

b. The Term of the FBO Services Agreement will commence upon execution of the Agreement (the "Effective Date") and in any case, will commence no later than March 31, 2026 to allow time for assessment and mobilization of the FBO by the Authority in

consultation with the Operator. The Authority expects that the period beginning on the Effective Date and ending no later than July 1, 2027 will be the "Pre-Operations Period."

c. Operations on the West Ramp and the Fuel Farm Site will commence no later than July 1, 2027 (the Commencement Date") when the Lease Agreement over the West Ramp expires. The period beginning no later than July 1, 2027, and ending on the earlier of expiration or termination of the FBO Services Agreement will be the "Operations Period."

d. The FBO Services Agreement will automatically renew for one (1) five-year term on the 5th anniversary of the Commencement Date unless the Authority declines to renew in writing before the end of the Term.

e. It is anticipated that direction to proceed with the Services and Work within each period will be authorized through issuance of notices to proceed (each an "NTP"). The Operator will be prohibited from undertaking any work prior to it having satisfied the relevant conditions precedent, including as reflected by issuance of the relevant NTP.

4.1.3. Optional Scope for Additional Services and Capital Investment

a. Proposers may propose additional services to further manage, operate, and develop the FBO (the "Additional Services") and capital investments in the FBO Site (the "Optional Capital Investments") that are not included in the Base Scope. Such Additional Services and Optional Capital Investment comprise the "Optional Scope."

b. Proposers will submit proposed additional commercial terms to the FBO Services Agreement to support any Additional Services and Optional Capital Investment, including revenue share arrangements and the nature of the grant of rights/term needed to support the proposed level of investment (such terms, the "Option Terms"). In the MAA's sole discretion, it will enter into good faith negotiations with the Preferred Proposer to finalize mutually acceptable Option Terms related to compensation, services, and other provisions to be incorporated into the FBO Services Agreement.

4.2. Transition Consulting Services

a. During the Pre-Operations Period, the Operator will provide services related to assessment and mobilization of FBO operations at the Airport, with particular emphasis on the transition from operations of the Incumbent FBO under the Lease Agreement to Authority ownership and operation under the FBO Services Agreement. Such services (the "Transition Consulting Services") will be designed and implemented to achieve uninterrupted service to the public during mobilization of the FBO at the Airport. The Transition Consulting Services may include, but shall not be limited to:

i. Assessment of existing facilities on the East Ramp and West Ramp, as applicable;

ii. Consultation with the Authority on operating and capital budgets;

iii. Inventory of Authority-owned equipment and necessary acquisitions prior to the Operations Period;

iv. Evaluation of existing subleases on the West Ramp and East Ramp;

v. Coordination with existing tenants of the Incumbent FBO for potential transition of tenancy to the Authority; and

vi. Preparation of a capital investment and fixed improvements plan.

b. To receive an NTP to commence the Operations Period, the Operator must satisfactorily complete certain conditions precedent to commencement of the Operations Period (the "Pre-Operations Milestones") in accordance with the Agreement. The Pre-Operations Milestones will include, without limitation, the following:

i. the Operator performs an initial inspection of the FBO Site;

ii. the Operator completes all activities required for mobilization and transition of the FBO;

iii. the Operator submits each deliverable required to be submitted in accordance with the Agreement;

iv. the Operator completes all activities related to the training and mobilization of staff;

v. the Operator obtains approval for and executes all agreements required for performance of the Services and Work;

vi. the Operator obtains all permits and/or third-party consents applicable to commencement of the Services and the Work; and

vii. the Operator has provided to the Authority any documents, security, or assurances as required by the FBO Services Agreement as a condition of commencement of the Operations Period.

4.3. Management Services

The "Management Services" will consist of all work, services, and activities to be performed, furnished, or undertaken by the Operator, for provision and management of the FBO services at the Airport on behalf of the Authority. Such services will include:

a. delivery and dispensing of avgas, jet fuel, and aircraft lubricants;

b. line services and support;

c. aircraft ramp services, including towing, parking guidance, tie-down, and related services;

d. aircraft removal and assistance to disabled aircraft;

e. aircraft hangar storage and management of Authority hangar tenants;

f. aircraft de-icing, including the storage and disposal of all captured de-icing fluid;

g. operation and management of the Fuel Farm Site, including acquisition and maintenance of applicable certificates;

h. routine maintenance of Authority-owned equipment, including fuel facilities;

i. audit, inspection, and record retention duties;

j. passenger and pilot facility management;

k. SASO service support;

l. flight planning and information services;

m. financial management and related reporting obligations, including preparation of an annual operating budget and collection and remittance of applicable fees to Authority;

n. emergency response duties;

o. ongoing marketing and economic development efforts;

p. provision of all personnel and equipment (as needed) for all operations and management functions; and

q. any other required services set forth in the Minimum Standards.

4.4. Capital Work

4.4.1. Overview of Capital Work

During the Operations Period, the Operator will complete required improvements to the FBO Site (the "Required Improvements"). At its option, the Operator will also have the ability to undertake additional capital work, to include new construction, renovation, and expansion projects as proposed in the Capital Investment and Fixed Improvements Plan submitted in accordance with this RFP (as approved by the Authority, the "Capital Improvement Projects"). The "Capital Work" includes the Required Improvements and any Capital Improvement Projects that are approved by the Authority as provided herein.

4.4.2. Required Improvements to the FBO Site and Proposed Capital Improvement Projects

a. The Required Improvements will include all work to bring the FBO Site into compliance with the Minimum Standards and a state of good repair, including the following:

i. In consultation with the Authority, demolition or complete rehabilitation of facilities that appear to have reached the end of their useful life (see Section 5.2)

ii. For remaining facilities:

A. Restoration or replacement of roofs, as applicable

B. Necessary structural repairs

C. Replacement or refurbishment of mechanical systems

D. Replacement or refurbishment of doors and windows

iii. Pavement repair

b. The Capital Improvement Projects, if any, should include fixed improvements to optimize the FBO to meet the Authority's goals in Section 1.2.

4.5. Fee and Costs Structure of the FBO Services Agreement

4.5.1. Payment for Transition Consulting Services

a. Upon the Effective Date, the Operater will provide the Transition Consulting Services, and as compensation, MAA shall pay the Operator the "Consulting Price." The Consulting Price is the total price for the Transition Consulting Services.

b. In accordance with Section 15.2, each Proposer must submit the amount of the Consulting Price as an hourly rate or flat fee "Consulting Fee." If an hourly rate Consulting Fee is proposed for the Transition Consulting Services, then the Proposer should include labor rates for all position titles necessary for the Transition Consulting Services.

4.5.2. Payment for the Management Services and the Budgeted Operating Costs

a. Upon the Commencement Date, the Operator will provide the Management Services for an annual fixed level of compensation plus an optional percentage of net income (the "Management Fee"). The Authority will pay the Management Fee and approve the operating budget with actual operating costs not to exceed the budgeted operating costs (the "Budgeted Operating Costs") for each Operating Year, as proposed, and as more fully set forth in the FBO Services Agreement.

b. In accordance with Section 15.2, each Proposer must submit the amount of the Management Fee as a flat annual fee (the "Base Annual Fee") along with the Budgeted Operating Costs as set forth in the financial pro forma that must be submitted in accordance with Section 14.4.c; provided that Proposers may, if desired, include a percentage of overall net revenue incentive based on specified financial metrics or performance objectives ("Incentive Fee") payable in equal monthly installments as part of the Management Fee structure.

c. The Operator shall bill the agreed upon annual Management Fee in equal monthly installments through a request for payment, accompanied by corresponding monthly financial statements and year-to-date financial statements showing actual year-to-date performance against budget.

4.5.3. Financial Arrangements Related to Capital Work

a. The Authority's preference is that the Required Improvements will be funded and financed entirely by the Operator. However, the Authority will consider Proposals which contain plans for partial or total investment by the Authority in the Required Improvements.

b. The Authority's preference is that all Capital Improvement Projects proposed by the Operator will be funded and financed entirely by the Operator. However, as an alternative to proposing Capital Improvement Projects funded by Operator as part of the Base Scope, Proposers may instead submit proposals for "joint Operator-Authority" or "Authority-only" financing of certain fixed improvements that would otherwise be a Capital Improvement Project as part of the Optional Scope related to Optional Capital Investment.

4.5.4. Financial Arrangements Related to Optional Scope and Option Terms

a. If any Proposer includes an Optional Scope in its Proposal, such Proposer may propose a fee and cost structure for the Optional Scope that includes shared Authority-Operator financing and/or, *as applicable*, the following pricing elements.

i. pricing for any Additional Services as a fully burdened annual rate;

ii. amounts of any Optional Capital Investments by the Proposer;

iii. Revenue share on fuel pumped by Operator, expressed in $0.XX per gallon retained by Operator;

iv. Revenue share on collection of MAA-imposed fees paid by users and collected by Operator, expressed in percentage of fees remitted to MAA with remainder being retained by Operator;

v. Revenue share on facilities rent paid by users and collected by Operator, expressed in percentage of gross revenues remitted to MAA with remainder being retained by Operator;

vi. Minimum Annual Guarantee (MAG) for total revenue to MAA;

vii. Any other additional Optional Scope Pricing Elements as the Proposer deems advisable to include in its Proposal, including any requested equity contribution by the Authority with respect to Optional Capital Investments.

(each, as proposed, the "Optional Scope Pricing Elements").

b. Proposers are encouraged to propose creative investment, financing, and/or contracting structures for the Optional Scope and Optional Terms to the extent permitted under the AL Airport P3 law and other Applicable Law.

c. The Authority will enter into good faith negotiations with the Preferred Proposer to finalize any Option Terms to be incorporated into the FBO Services Agreement.

d. Proposers may also propose to perform the Base Scope at risk in consideration of the opportunity to perform the Optional Scope.

5. Facilities and Areas Available for Required Services

5.1. Description and Condition of the FBO Site

a. During the Operations Period, the areas and the facilities available for conducting the Management Services and the Capital Work will be (i) all areas and facilities within the West Ramp and the (ii) the Fuel Farm Site. The areas and the facilities available for conducting the Management Services and the Capital Work shall be known as the "FBO Site." Such facilities will be owned by the Authority and made available to the Operator under the FBO Services Agreement.

b. In 2022, MAA completed an a facility assessment for the buildings and hangar facilities on the West Ramp. The assessment team was tasked with providing only a visual inspection and report of the perceived building conditions of skin, interior, exterior and the roof condition and specific building systems, where applicable. The disciplines comprising the assessment team included: mechanical, electrical, and structural along with a roofing

consultant to assess roof conditions. The 2022 draft facility assessment report is included as a Reference Information Document as noted in Attachment 6.

c. In 2023 and 2024, MAA conducted a pavement evaluation to assess the status and condition of all airside pavements at the Airport. The final MGM Pavement Management Program Implementation Report is included as a Reference information Document as noted in Attachment 6.

d. Proposers should note that MAA does not anticipate completing a Phase 1 environmental of the FBO Site.

5.2. Potential Areas and Facilities Available for the FBO Site

The areas and facilities that are and may be included in the FBO Site, in accordance with the foregoing Section 5.1 are shown in Attachment 4B and described in the following table. Proposers should note that unimproved land located elsewhere on the Airport is not included in the FBO Site. Unimproved land needed to accommodate development plans proposed by the Preferred Proposer in response to this RFP and accepted by the Authority, will be included in the FBO Site under the FBO Services Agreement. Additional detailed information regarding the condition of the facilities is provided in the Reference Information Documents.

FBO Site Areas and Facilities[1]	General Information
FBO Terminal and FBO West Hangar	
Building No. B8 (See Attachment 4B)	Approximately 32,700 sq. ft. combined FBO terminal building and hangar that includes: • Original WWII Hangar: 22,000 sq. ft two-bay hangar with aircraft doors less than 28 feet and a 3,800 sq. ft East lean-to with a number of room - limited heating and general ventilation • North Lean-to: 5,000 sq. ft. addition with two small hangars – one hangar converted into office space with a split system air conditioning unit and other hangar used for general storage • FBO located in 7,600 sq. ft. addition to North lean-to that is air conditioned and heated – includes showers and restrooms for staff and transient pilots/crew • FBO office is approximately 2,685 sq. ft • WWII Hangar is in poor condition and likely needs to be replaced
Building No. B9 (See Attachment 4B)	
Hangars	
Building No. B10 (See Attachment 4B)	Approximately 14,000 sq. ft. T-hangar complex: 10,500 sq. ft. 6-unit T-hangar with a connected 50’ x 65’ box hangar – in poor condition and needs to be demolished/replaced

[1] **Note to Proposers:** This table is for illustrative purposes only and may be adjusted by the Authority.

FBO Site Areas and Facilities[1]	General Information
Building No. B11 (See Attachment 4B)	Approximately 5,800 sq. ft. 2-unit box hangar – in poor condition and needs to be demolished/replaced
Building No. B12 (See Attachment 4B)	Approximately 8,700 sq. ft. corporate hangar – in poor condition and likely needs to be demolished/replaced
Building No. B13 (See Attachment 4B)	Approximately 12,000 sq. ft. 3-unit box hangar with aircraft doors less than 28 feet – each of the three (3) hangar bays has an air conditioned office with restroom/shower (hangar bay not proved with heat or exhaust fans)
Building No. B14 (See Attachment 4B)	Approximately 12,000 sq. ft. 3-unit box hangar with aircraft doors less than 28 feet – each of the three (3) hangar bays has an air conditioned office with restroom/shower (hangar bay not proved with heat or exhaust fans)
Apron	
West Ramp Apron	Approximately 120,000 sq. ft., excluding apron surrounding T-hangar complex (Building No. B10). The West Ramp Apron was recently determined to be in overall "Fair" condition. Discrete sections of the West Ramp Apron are in less than Fair condition. **Note:** there is a dumping station for Lav carts located on Airport property.
Automobile Parking Areas	
West Ramp FBO Parking Lot	Approximately 75 spaces in the parking lot adjacent to FBO terminal
New Fuel Facility	
Southwest Apron	Two (2) aboveground Jet-A fuel tanks – each with a tank capacity of 12,000 gallons One (1) aboveground 100LL fuel tank with a tank capacity of 12,000 gallons

5.3. East Ramp Excluded from the FBO Site

The current and anticipated areas and facilities on the East Ramp described and shown in Attachment 4A are excluded from the FBO Site. The Authority has separately approved a site plan for a consolidated rent-a-car (ConRAC) facility and hotel on the East Ramp. An indicative depiction of this site plan is include in Attachment 4A for reference purposes.

6. Specifications Applicable to the FBO Services Agreement

6.1. General Requirements

The Services and Work under the FBO Services Agreement will be subject to the following specifications:

a. The Operator will report and remit all revenues generated from the provision and management of the FBO to MAA, except as may otherwise be negotiated as part of the Option Terms.

b. The Operator shall annually provide a recommended operating budget, which shall be used by the MAA and Operator as a means of monitoring and controlling revenues and expenses of Operator and to measure performance under the Agreement. The annual operating budget will be subject to MAA approval as will unbudgeted expenditures that may arise during the Term.

c. The FBO Site shall be used only to operate the FBO specified in the Agreement or by written consent of MAA and for no other purpose. All other uses are reserved to the Authority.

d. The Services and Work must adhere to FAA regulations and applicable FAA Advisory Circulars, National Fire Protection Association standards, the Minimum Standards, the Rules and Regulations, and all other Applicable Law. The Operator will ensure that its provision of the Services and Work will not place the Authority in violation of FAA Grant Assurances.

e. If through any cause, the Operator shall fail to comply with the FBO Services Agreement, the Authority shall have the right to terminate by written notice to the Operator of at least thirty (30) days. In this event, the Operator shall be entitled to just and equitable compensation for any satisfactory work completed.

f. Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the Authority and shall contain, at a minimum, applicable provisions of the RFP. The Authority reserves the right to reject any terms that do not conform to the RFP and/or to any Authority requirements for agreements and contracts.

g. The Operator shall not assign any interest in the FBO Services Agreement and shall not transfer any interest in the same without the prior written consent of the Authority.

h. No reports, information, or data given to or prepared by the Operator under the FBO Services Agreement shall be made available to any individual or organization without prior written approval from the Authority.

i. The Operator is responsible for any damage caused by its employees and/or equipment (or those of its subcontractors') to any Authority property.

j. In the event a contract is entered into pursuant to this RFP, the Operator shall not discriminate against any qualified employee or qualified applicant for employment

because of race, sex, color, creed, national origin, or ancestry. The Operator must include the foregoing provision in any and all subcontracts entered into pursuant to this RFP.

6.2. Insurance and Indemnification Requirements

6.2.1. General Insurance Requirements

a. Before commencing the Services and Work, the Preferred Proposer must provide certificates of insurance to show that the minimum coverages and limits set forth in this Section 6.2 and the FBO Services Agreement are in effect. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Operator for the its operations. These are solely minimums that have been established to protect the interests of the Authority. The cost of such insurance shall be included in the Proposal.

b. Each insurance policy required by this Section 6.2 shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 Days' prior written notice has been given to the Authority.

c. The Operator's failure to maintain the required insurance coverage shall be a material breach of contract. The Authority, at its sole option, may:

i. terminate the agreement and obtain damages from the Operator resulting from said breach; or

ii. purchase such required insurance coverage (but has no special obligation to do so) and, without further notice to the Operator, deduct from sums due to the Operator any premium costs advanced by Authority for such insurance.

d. The Authority must be named or listed as an "additional insured" by endorsement on all of the Operator's insurance policies required under the FBO Services Agreement (with the exception of its worker's compensation policy).

e. Without limiting any of the other obligations or liabilities of the Operator, the Operator will, during the Term of and at all times while providing Services and Work under the FBO Services Agreement (and for 24 months thereafter with respect to environmental impairment liability), procure and maintain in force, or cause to be procured and maintained in force as follows:

i. **Comprehensive General Liability**: general liability insurance having all major divisions of coverage, including: Premises – Operations, Products and Completed Operations, Personal Injury Liability, and Contractual Liability. The policy shall be on an occurrence form and limits shall not be less than:

A. $50,000,000 per Occurrence

B. $50,000,000 General Aggregate

C. $50,000,000 Products/Completed Operations Aggregate

D. $25,000,000 Personal Injury

E. $50,000,000 Contractual Liability

F. $50,000,000 Premises Legal

G. $3000 Medical Expense Limit

H. $25,000,000 Host Liquor Liability

ii. **Commercial Automobile/Umbrella Liability Insurance**: automotive liability insurance covering all motor vehicles, including: Owned/Leased and Hired/Non-owned coverage. Limits of coverage shall not be less than $1,000,000 per occurrence. Coverage must be rated for vehicles transporting hazardous materials.

iii. **Workers' Compensation and Employers' Liability Insurance**: workers' compensation coverage with benefits and monetary limits as set forth in Alabama statutes, including coverage for Employer's Liability with limits of at least $1,000,000 each accident, $1,000,000 each employee by disease, and a policy limit of $1,000,000 by disease. Workers' Compensation coverage is required as a condition of performing work or services for the Authority whether the Proposer is otherwise required by Applicable Law to provide such coverage.

iv. **Airport General Liability Insurance:** the minimum requirement shall be $20,000,000 per occurrence and $20,000,000 aggregate.

v. **Hangar Keepers Liability**: the minimum requirement shall be $20,000,000 aggregate.

vi. **Non-Owned Aircraft Liability**: the minimum requirement shall be $50,000,000.

vii. **Environmental Impairment Liability**: the minimum requirement shall be $1,000,000 per occurrence and $2,000,000 aggregate.

viii. **Employee Fidelity Bond**: a bond covering theft, dishonesty, disappearance, forgery, alteration, and destruction caused by any Operator employee. Each Operator employee shall be bonded to cover $5,000.

ix. **Operator Fidelity Bond (Crime Insurance)**: a policy or bond covering theft, dishonesty, disappearance, forgery, alteration, and destruction caused by the Operator in amount equal to 50% of the current Operating Year's budgeted operating revenues.

6.2.2. Other Insurance Provisions

a. The Authority and its boards, commissions, committees, officers, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Operator; products and completed operations of the Operator; premises owned, leased, or used by the Operator or premises on which the Operator is performing services on behalf of the Authority. The coverage shall contain no special limitations on the scope of protection afforded to the Authority and its boards, commissions, committees, officers, agents, employees, and volunteers.

b. The Operator's insurance coverage shall be primary insurance as respects the Authority and its boards, commissions, committees, officers, agents, employees, and volunteers.

Any insurance or self-insurance maintained by the Authority and its boards, commissions, committees, officers, agents, employees, and volunteers shall be in excess of the Operator's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority and its boards, commissions, committees, officers, agents, employees, and volunteers.

d. Coverage shall state that Operator's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

e. The insurer shall agree to waive all rights of subrogation against the Authority and its boards, commissions, committees, officers, agents, employees, and volunteers for losses arising from activities and operations of the Operator in the performance of services under the FBO Services Agreement.

6.2.3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority and its boards, commissions, committees, officers, agents, employees, and volunteers; or the Operator shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

6.2.4. Acceptability of Insurers

Insurance is to be placed with Alabama admitted insurers rated A- or better by A.M. Best's rating service.

6.2.5. Verification of Coverage

Preferred Proposer shall furnish the Authority with certificates of insurance and with original endorsements affecting coverage required by this Section 6.2. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Authority before work commences under the FBO Services Agreement.

6.2.6. Subcontractors

The Operator shall include each of its subcontractors as insureds under the policies of insurance required herein.

6.2.7. Operator Indemnity

The FBO Services Agreement will include a customary provision requiring the Operator, to the fullest extent permitted by Applicable Law, release, protect, defend, indemnify, and hold harmless the Authority for bodily, injury, death, sickness, and property damage and destruction. Insurance coverage required and obtained by the Operator hereunder shall not limit, diminish, or serve as a substitute for the Operator’s indemnity obligations to the Authority as set forth herein.

6.3. Bonding Requirements

6.3.1. Bid Guarantee

Proposers shall submit a bid guarantee in the amount of $75,000 (the "Bid Guarantee") in the form of either: a proposal bond, cashier's or certified check, an irrevocable letter of credit, or cash.

6.3.2. Forfeiture of Bid Guarantee

a. Forfeiture of the Bid Guarantee in accordance with the terms of the Proposal Letter will constitute liquidated damages. By submitting its Proposal, the Proposer agrees and acknowledges that such liquidated damages are reasonable in order to compensate the Authority for damages it will incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal.

b. In submitting a Proposal, the Proposer understands and agrees that the Authority will be entitled to draw on such Proposer's Bid Guarantee in its entirety if, and only if, the Proposer does any one of the following:

i. withdraws, or attempts to withdraw, any part or all of its Bid Guarantee during the Proposal Validity Period without the prior written consent of the Authority, other than pursuant to Section 6.3.2.c;

ii. fails to comply with this Section 6.3.2.b;

iii. refuses or fails to enter into the FBO Services Agreement in the form included in the RFP (subject to any changes agreed by the Authority and Proposer after such date in accordance with Section 18.2) or otherwise fails to comply with Section 18;

iv. is deemed to have not negotiated in good faith in accordance with Section 18.2;

v. refuses or fails to perform any of the acts or to furnish any of the documents required to be performed and delivered in accordance with, or otherwise fails to comply with, Section 18.3;

vi. prior to execution of the FBO Services Agreement, refuses to incorporate into the FBO Services Agreement, or is otherwise unable to furnish, any commitments made in its Proposal; or

vii. prior to execution of the FBO Services Agreement, withdraws or attempts to withdraw its Proposal, or refuses or fails to meet any commitments made therein that were to be fulfilled prior to execution of the FBO Services Agreement.

c. The Authority will not be entitled to draw on a Proposer's Bid Guarantee if the Proposer is unable to comply with any modifications made to the RFP pursuant to the Reserved Rights after submission of such Bid Guarantee to the extent that such Proposer does not agree to such modifications and, as a result, withdraws its Proposal.

d. The damages referred to in Section 6.3.2.a include potential harm to the credibility and reputation of the FBO operation at the Airport and of the Authority with policy makers

and with the general public, delays to the FBO operation at the Airport, and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead, and other administrative costs).

e. By submitting its Proposal, Proposer further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the FBO operation at the Airport along with the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts.

f. The amounts of liquidated damages stated in this RFP represent good faith estimates and evaluations as to the actual potential damages that the Authority would incur as a result of Proposer's failure to satisfy the obligations under the RFP to which Proposer agreed when submitting its Proposal, and do not constitute a penalty. By submitting its Proposal, Proposer agrees to such liquidated damages in order to fix and limit Proposer's costs and to avoid later disputes over what amounts of damages are properly chargeable to Proposer.

g. Without limiting the Reserved Rights, following a draw on the Preferred Proposer's Bid Guarantee, the Authority may revoke the Notice of Intent to Award as to the Preferred Proposer and issue a new Notice of Intent to Award to the Proposer that submitted the next highest score relative to the Preferred Proposer previously identified.

6.3.3. Return of Bid Guarantee

a. Except for any Bid Guarantee that has been forfeited, the Bid Guarantee of each unsuccessful Proposer shall be returned to the respective Proposers upon the earliest of:

i. the Proposal Validity Period, as extended, has expired;

ii. 15 Business Days following award and execution of the FBO Services Agreement; and

iii. 15 Business Days following cancellation of the procurement by the Authority.

b. The Bid Guarantee for the Preferred Proposer shall be returned at such time as:

i. such Proposer has satisfied all conditions of execution and award, including the conditions set forth in Section 18;

ii. the Proposal Validity Period, as extended, has expired; or

iii. the Authority cancels the procurement.

PART III: TERMS AND CONDITIONS GOVERNING THE PROCUREMENT

7. Contacts and Communication

7.1. Procurement Contact, Prohibited Communications, and Proposer's Official Representative

a. Any questions about the RFP should be directed in writing to following individual designated for such communications (the "Procurement Contact"):

Loyd Jenkins

Address: Montgomery Airport Authority
Attn: Loyd Jenkins
Interim Executive Director
4445 Selma Highway
Montgomery, AL 36108

E-mail: FBORFP@flymgm.com

b. Other than with written consent from the Procurement Contact, all Proposers, including any Persons affiliated with or in any way related to a Proposer, are strictly prohibited from contacting any MAA personnel, personnel of the City of Montgomery, or any Board personnel on any matter having to do with any aspect of this RFP during the procurement.

c. Any other contact with such Persons associated with the Authority shall be made only through and in coordination with the Procurement Contact and must be made in writing. Prohibited or inappropriate contacts made by a prospective Proposer may result in the disqualification of such Proposer. This requirement will be strictly enforced.

d. All communications by MAA will be made to each Proposer's single point of contact for that Proposer Team (the "Official Representative"). Each Proposer may provide and/or update the identity of its Official Representative from time to time by notifying the Procurement Contact via email of the name, title, mailing address, phone numbers (work and cell), email address, and fax number (if any) of the replacement Official Representative. Such email must be sent in the form of an RFP Comment pursuant to Section 7.3 below.

7.2. Reference Information Documents and Procurement Website

a. MAA will provide each Proposer with technical and other information, listed in Attachment 6 (*Reference Information Document Log*), that may be helpful to such Proposers in understanding the existing facilities at the Airport and the anticipated Services and Work (each, a "Reference Information Document") through either:

i. the limited-access document management and communications system, identified by MAA for the Proposers' use during the procurement process (the "Procurement Website"); or

ii. the website available at flymgm.com/doing-business/, (the "Public Website").

b. Reference Information Documents are available for informational purposes only. Unless explicitly stated otherwise in any FBO Services Agreement, information comprising a Reference Information Document may not be relied upon by any Proposer or Operator and does not form a part of this RFP or any agreement between MAA and the Operator. MAA makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy, completeness, or pertinence of the Reference Information Documents. MAA shall not be responsible for any conclusions drawn by any Person from any Reference Information Document. Each Proposer's use or decision not to use a Reference Information Document is at its sole risk.

c. MAA may provide Reference Information Documents which include certain confidential and privileged information to Proposers for use in preparing their Proposal. Such Reference Information Documents will be subject to the terms and conditions of a customary non-disclosure agreement.

7.3. Comments and Requests for Information

7.3.1. General Requirements for Preparation and Delivery of RFP Comments

a. Proposers may submit written comments, questions, and/or requests for clarification (collectively, "RFP Comments") relating to the RFP, including any Addenda, to the Procurement Contact at any time prior to the RFP Comment Deadlines set forth in the Procurement Schedule.

b. RFP Comments will be submitted to the Procurement Contact by e-mail and will be in the form of Form CMT appended hereto.

c. Proposers should assume that the Authority will not consider any RFP Comments that are submitted after the Final RFP Comment Deadline in the Procurement Schedule, except reasonable logistical questions received after such deadline, the response to which may be necessary to facilitate timely and compliant delivery of Proposals.

d. Proposers are responsible for ensuring the receipt of their RFP Comments by the Procurement Contact through the use of automated receipt and read message confirmations.

e. The Authority will not consider any RFP Comments that are:

i. telephone or oral comments;

ii. submitted by a Person with no clear affiliation to the Proposer that such Person purports to represent;

iii. submitted to a Person other than the Procurement Contact specified herein; or

iv. submitted in a manner other than the manner prescribed herein.

7.3.2. Responses to RFP Comments

a. The Authority may, in its discretion, elect to address RFP Comments within an Addendum to this RFP that by its terms either reflects, or declines to reflect, a response to the substance of such comments.

b. The Authority may also, but is not obligated to, provide written responses to RFP Comments. The Authority will endeavor to provide any written responses within a reasonable period following receipt. In responding to RFP Comments, MAA may rephrase them as it deems appropriate and may consolidate similar comments. MAA may also create and answer questions independent of those submitted by Proposers.

7.4. Addenda

a. The Authority may elect to issue Addenda to this RFP. All Addenda will be posted on the Procurement Website.

b. It is the responsibility of the Proposer to view, obtain or download all Addenda issued by the Authority for this RFP.

c. Proposers are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation or to resolve ambiguous or inconsistent terms or conditions in this RFP constitute grounds for a claim of any kind after contract award. Proposers are encouraged to carefully and completely read the RFP and raise any questions, clarifications, and requested changes as RFP Comments.

8. Site Visit and Pre-Proposal Conference

A Site Visit and Pre-Proposal Conference is scheduled as specified in the Procurement Schedule of this RFP. The purpose of the Site Visit and Pre-Proposal Conference is to receive initial feedback from Proposers on the Authority's general approach and/or major issues that Proposer believe MAA will need to address by Addendum to ensure a successful procurement, including:

a. MAA's approach to the procurement;

b. additional information that would assist prospective respondents during the RFP process;

c. substantive requirements related to the Services and Work; and

d. clarification of the RFP process, specific statements in the RFP, and/or timeframes relating to the RFP.

NOTE: Proposers must attend the Site Visit and Pre-Proposal Conference in person in order to participate in the procurement contemplated in this RFP as a Proposer and to submit a Proposal in response to this RFP.

9. Ethics

9.1. Conflicts of Interest

Proposers are required to comply with FAA and MAA conflict of interest policy requirements. As such:

a. Proposers are required to comply with federal organizational conflict of interest guidance. All Persons participating in the procurement should be familiar with all requirements of applicable federal law and FAA regulations, circulars, and guidance regarding organizational conflicts of interest. Any failure to comply with the FAA requirements in any respect, including the failure to disclose any actual, perceived, or potential conflict of interest, may result in Proposer's disqualification from participating in the solicitation.

b. Proposers are required to comply with MAA's conflict of interest policy. Proposers are also advised that MAA's guidelines relating to organizational conflicts of interest in this RFP are intended to augment applicable federal and State law. Such Applicable Law will also apply to Proposers' teams and may preclude certain firms and their entities from participating on a certain Proposer's team.

9.2. Disclosure of Conflicts

a. Proposers will provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest (i) at any time during the procurement, as soon as such conflict is discovered, and (ii) in its Proposal (which requirement may be satisfied by inclusion of a confirmation that no such organizational conflicts of interest exist in relation to such Proposer).

b. By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is discovered, Proposer must make an immediate and full written disclosure to the Authority that includes a description of the conflict and the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts.

c. If an organizational conflict of interest that a Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, MAA may disqualify such Proposer and Proposer waives all rights and claims against the Authority. If an organizational conflict of interest that Proposer knew, or should have known about, but failed to disclose exists and Proposer has entered into the FBO Services Agreement, MAA may terminate such agreement, or disqualify certain members from continued participation on a Proposer's team, in its discretion and Proposer waives all rights and claims against the Authority. In either case, MAA reserves all legal rights and remedies.

10. Disqualification for Non-Compliance

a. Any violation by any Proposer or other Person of, or failure to comply with, Sections 7 and 9 of this RFP may, in MAA's discretion, may result in the relevant Proposer and/or Person being disqualified from further participation in the procurement process described in this RFP.

b. A proposal will not be considered from any Person, firm, or corporation that is in arrears or in default to the Authority on any contract, debt, or other obligation, or if the Proposer is debarred by the Authority from consideration for a contract award.

PART IV: RFP SUBMISSION REQUIREMENTS

11. Delivery, Timing, and Procedure

11.1. Location and Manner of Delivery

a. Proposals will be submitted **BOTH**:

i. electronically through the Procurement Website; and

ii. by postal mail **on a USB flash drive** via U.S. certified or registered mail with return receipt requested and postage prepaid or by nationally recognized express or overnight courier addressed to:

Montgomery Airport Authority
Attn: Loyd Jenkins
Interim Executive Director
4445 Selma Highway

Montgomery, AL 36108

in the format specified in Section 11.4 below.

b. Proposals received after the Proposal Submission Deadline will not be considered or evaluated. Requests for extension of time to submit will not be granted. Late proposals will be rejected. Requests to modify or withdraw a proposal after its submission will not be considered.

c. Proposers are solely responsible for ensuring that the Authority receives their proposals by the Proposal Submission Deadline.

d. The Authority will not bear any responsibility for any delays in delivery, including those caused by weather, difficulties with internet or servers, improper, incorrect, or incomplete uploading of documents.

11.2. Proposal Validity Period

a. Any Proposal submitted will constitute an irrevocable offer, for a period of 180 Days, to sell to the Authority the services set forth therein. No Proposal may be withdrawn for a period of 180 Days after the Proposal Submission Deadline.

b. Each Proposal will remain valid for acceptance by the Authority for the duration of the Proposal Validity Period, provided that any Proposer may elect, in its discretion, to extend the validity of its Proposal beyond the date on which the Proposal Validity Period with respect to such Proposal would otherwise expire in accordance with the definition of Proposal Validity Period.

11.3. General Requirements for Preparation and Submission

a. It is the sole responsibility of the Proposer to ensure that the Proposal arrives on time and bears the signature of an officer duly authorized to sign. The name, address, and telephone number of the person to contact must be clearly identified.

b. Submission of a Proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP and that the Proposer understands and agrees to abide by all stipulations and requirements contained herein.

c. All costs incurred in the preparation and presentation of the Proposal are the Proposer's sole responsibility; no costs will be reimbursed to any Proposer.

d. Proposals will be submitted exclusively in the English language inclusive of United States customary units of measure, and financial terms in United States dollar denominations. Notwithstanding such requirements, additional references may be made to the International System of Units and to monetary amounts in a different base currency provided that any such amounts are also specified in US dollars at an appropriate rate of conversion.

e. If a Proposer is expected to be a Joint Venture, or a newly formed or special purpose entity, then all members or partners of that Joint Venture or other entity will collectively be considered to be the Proposer on a joint and several basis. Therefore, any information that is required to be submitted as part of the RFP by one such entity must be submitted

by each member or partner of the Joint Venture or other entity unless otherwise expressly provided. These requirements apply regardless of whether the relevant Joint Venture or other entity considers itself a partnership or is formed prior to submission of its Proposal.

f. If Proposer is expected to be a Joint Venture, and the obligations of the members and partners of such Joint Venture will not be joint and several, then such Proposer must clearly and specifically identify and explain the anticipated structuring of member and partner liabilities for such Joint Venture in its Proposal. Proposers should note, however, that the Authority may, in its discretion, based upon its review of a Proposal, require all members or partners to assume joint and several liability as a condition precedent to a Proposer being identified as the Preferred Proposer and entering into the FBO Services Agreement.

g. If Proposer does not include information or materials in its Proposal that are required to be submitted only if certain circumstances apply (and such circumstances do not apply), then to facilitate MAA's evaluation, such Proposer will include in the relevant section in its Proposal a statement to the following effect: "[*Cross referenced requirement of the RFP*] do[es] not apply because [*insert brief explanation*]."

h. Any reference in the submission requirements in this RFP to a prior time period (e.g., the past 10 years, the past 12 months, etc.) is to such period ending on the date of this RFP's initial issuance; provided that Proposers will have an obligation to promptly disclose any subsequent events or circumstances that occur prior to MAA's notification of award to the extent that such events would otherwise result in the Proposal containing an untrue or misleading statement of a material fact or an omission of a material fact necessary to make the Proposal's contents true and otherwise not misleading.

11.4. Format

a. Each Proposer will submit an electronic copy of each of:

i. the Proposal; and

ii. the Redacted Proposal (as defined below),

in searchable and printable format compatible with portable document format (.pdf) that corresponds to the requirements in Section 12 (except that original executed letters need not be searchable).

b. Each Proposer will submit one clean and one redacted copy of its Proposal and will clearly mark "Clean" or "Redacted", as applicable, in the .pdf file name.

c. To facilitate printing as necessary, electronic submissions must be prepared on 8-1/2" x 11" sized sheets, except that 11" x 17" pages are allowed for schematics, organizational charts, other drawings, and schedules but not for narrative text. Size 11" x 17" pages should not be used for the primary purpose of working around the page number restrictions. If used for that purpose, those pages will be counted as two (2) pages.

d. Font sizes will be no smaller than 11-point font, provided the font in organizational charts, graphics and tables may be smaller than 11-point provided it is legible, and that such

graphics and tables are not produced for the primary purpose of working around the 11-point font restriction for narrative text.

e. All pages will be sequentially numbered within each volume. Additional material (excluding any table of contents or any pages used as dividers) is subject to any applicable page limitation.

12. Submission Contents and Organization

Proposers must organize their Proposal in the order outlined below in this Section 12. Proposers are responsible for submitting all materials required by this RFP. Additional material (excluding any table of contents or any pages used as dividers) is subject to any applicable page limitation. Each volume may be subdivided as needed, so long as Proposers tab the content of their Proposal to correspond to the volumes in the table below for ease of MAA's review.

Proposal Section	Required Material	RFP Reference	Page Limit
VOLUME 1	**Administrative Submission**		
1.1	Proposal Letter, including Annex A (as applicable)	Section 13.1	Form 1
1.2	Required Disclosures and Certifications	Section 13.2	Form 2
	a. Company Information Form	Section 13.2.a	Form 2 – Part A
	b. Conflict of Interest Statement	Section 13.2.b	Form 2 – Part B
	c. Non-Collusion Affidavit	Section 13.2.c	Form 2 – Part C
	d. Debarment and Suspension Certification	Section 13.2.d	Form 2 – Part D
	e. Statement of Insurance Providers	Section 13.2.e	Form 2 – Part E
	f. Claims History Questionnaire	Section 13.2.f	Form 2 – Part F
	g. Certification Regarding Lobbying	Section 13.2.g	Form 2 – Part G
VOLUME 2	**Technical Submission**		
2.1	Executive Summary and Conceptual Plan	Section 14.1	5 pages
2.2	Operations and Management Plan	Section 14.2	10 pages
2.3	Information Regarding Industry Experience	Section 14.3	Form 3
2.4	Business Plan	Section 14.4	10 pages

Proposal Section	Required Material	RFP Reference	Page Limit
2.5	Capital Investment and Fixed Improvements Plan	Section 14.5	5 pages
VOLUME 3	**Financial Submission**		
3.1	Financial Statements and Certifications	Section 15.1	N/A
3.2	Cost, Fee, and Financial Investment Proposal	Section 15.2	Form 4
3.3	Bid Guarantee	Section 15.3	N/A
VOLUME 4	**Redacted Submission**		
4.1 (to be separately provided)	Redacted Proposal[2] (excluding content that is exempt from disclosure under Public Records Law)	Section 16.1.4	N/A

13. Administrative Submission

13.1. Proposal Letter

Each Proposer shall provide a Proposal Letter in the form of Form 1 with its Proposal. Signature blocks on Form 1 may be modified to properly reflect the authority of the Person signing, although the corresponding certification language must not be altered. The Proposal Letter will include, as Annex A, any Option Terms in the form of a mark-up of the FBO Services Agreement in accordance with Section 18.2.b.

13.2. Required Disclosures and Certifications

Each Proposal must be accompanied by the following disclosures and certifications described in this Section 13.2:

a. Company Information Form: Each Proposer shall provide general company information regarding the Proposer in the form of Form 2 – Part A.

b. Conflict of Interest Statement: In accordance with Section 9, Proposer shall provide either confirmation of absence of any organizational conflicts of interest and any potential organizational conflict of interest; or narrative description of any organizational conflicts of interest or potential organizational conflict of interest in the form of Form 2 – Part B.

c. Non-Collusion Affidavit: Each Proposer must complete Form 2 – Part C and submit a signed copy with its Proposal.

d. Debarment and Suspension Certification: Each Proposer must complete Form 2 – Part D (*Debarment and Suspension Certification*) and submit a signed copy with its Proposal.

[2] **Note to Proposers:** this volume of the Proposal must be provided in a separate .pdf.

e. Statement of Insurance Provider(s): In accordance with Section 6.2, each Proposer must complete Form 2 – Part E (*Statement of Insurance Provider(s)*) and submit a statement, signed by its insurance provider(s), declaring that the insurance provider has read and reviewed all insurance coverages specified in the form of Agreement included in the RFP, and that the entities required to obtain such insurance under the Agreement have the capability of obtaining such insurance in the coverages and under the conditions listed in the Agreement.

f. Claims History Questionnaire: Each Proposer must complete Form 2 – Part F (*Claims History Questionnaire*) with respect to Proposer, providing a list of all claims and a description (including the resolution thereof) of each arbitration, litigation, dispute review board, licensure board, administrative action of deficient performance, debarment and other formal dispute resolution proceeding occurring during the last five (5) years related to the provision of FBO services in North America.

g. Certification Regarding Lobbying: Each Proposer must complete Form 2 – Part G (*Certification Regarding Lobbying*) with respect to Proposer, providing a certification with respect to the Byrd Anti-Lobbying Amendment, which provides that consultants and contractors that apply or bid for certain awards must certify they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or another award covered by 31 USC § 1352.

14. Technical Submission

14.1. Executive Summary and Conceptual Plan

Each Proposer will provide a comprehensive overview of the Proposal that includes, at a minimum:

a. an executive summary that is written in a non-technical style that provides: (x) an overview of the approach, innovations, key risks anticipated, and the value engineering/mitigation methods proposed that will result in a realization of the Authority goals identified in Section 1.2; and (y) a summary of Proposer's approach to maximizing the likelihood of successful implementation of the Operations and Management Plan described below with particular reference to any unique, differentiating features in the Proposal, provided that such executive summary should not contain any confidential or proprietary information; and

b. a conceptual plan describing the proposed delivery of the Services and Work throughout the Term, including the Pre-Operations Period; a conceptual layout of the FBO Site with any proposed alternatives or options; a summary of Proposer's team, key subcontractors, and Key Personnel, specifically a description of their credentials, business acumen, familiarity with airport operations and experience in managing airport enterprises; a summary of the proposed management, decision-making and day-to-day operational structure of the Proposer that accounts for innovative technologies and key constraints within the FBO Site; summary of the Proposer's approach to collaboration and

coordination with MAA with respect to the Transition Consulting Services; and a description of the fee and cost structure for delivery of the Services and Work.

14.2. Operations and Management Plan

Each Proposer must address each element of the Services and Work with details regarding Proposer's plan to operate and manage the FBO. Such details should demonstrate Proposer's ability to provide at least the Legacy Required Operations and Legacy Maintenance Obligations. At a minimum, each Proposer should provide:

a. a scope of work document that may be conformed and appended to the FBO Services Agreement as an exhibit that describes each element of the Base Scope and the Optional Scope as proposed and includes a responsibility matrix that illustrates the allocation of responsibilities between the Authority and Operator.

b. a transition plan that describes delivering Transition Consulting Services to facilitate mobilization of the FBO and Proposer's capabilities related to such services.

c. a staffing plan that demonstrates understanding of the MGM operations and coverage for an FBO and fueling operation 24 hours, seven (7) days per week, each week of the year;

d. a training plan outline for all key duties;

e. an organizational chart depicting its corporate structure and a team organizational chart identifying Key Personnel within Proposer's professional and management structure. Proposer shall attach resumes for each Key Personnel identified in the team organizational chart or otherwise in the Proposal. It is expected that that team organizational chart will include, at a minimum:

   i. a full time FBO manager that has experience managing at least one (1) FBO location, similar to this opportunity or larger;

   ii. supervisors, to demonstrate that the FBO will have at least one (1) supervisor on duty or on call 24 hours a day, to coordinate customer service, ramp assistance, fueling, and fee collection; and

   iii. properly trained fuelers and line staff, to demonstrate the FBO will always have staff on duty to meet the Airport's needs.

f. a narrative of its proposed management structure for delivery of the Services and Work; which narrative will:

   i. explain how the Proposer anticipates integrating and utilizing the collective experience of all its personnel (including Key Personnel engaged in the management and operations of the Airport and other individual professionals);

   ii. describe Key Personnel experience with an emphasis on recent (within the past five (5) years) experience at airports of a similar size and with similar regulatory requirements;

iii. outline how the Proposer will liaise and otherwise work collaboratively with MAA and key stakeholders during the Term; and

iv. explain how the Proposer anticipates establishing and implementing interrelated processes and controls that manage costs and risks, while at the same time encouraging innovation.

g. a DBE/WBE plan in accordance with 49 CFR Part 26 and consistent with the Authority's policy described in MAA's Procurement Contract Guidelines to foster and promote participation of Disadvantaged Business Enterprises ("DBE") and Women-owned Business Enterprises ("WBE") in its procurements and to facilitate a fair share of the awarding of procurement contracts to such enterprises by using best efforts to achieve a 15% DBE/WBE spend on non-AIP Projects (this goal may be achieved through an ownership position with a certified DBE/WBE or through a dedicated commitment to purchase goods and services from certified DBE/WBE vendors); which DBE/WBE plan will include:

i. a description of any outstanding achievements of DBE/WBE participation in past projects/programs and final performance on applicable DBE/WBE goals for all past performance cited in the Proposal;

ii. the names and addresses of DBEs and WBEs that will participate in the FBO Services Agreement along with the dollar amount of the participation of each such firm;

iii. a description of the scope of work to be performed by DBEs and WBEs along with the duration of the assignments and how the assignments coordinate with the overall management structure;

iv. a written statement from the Proposer that attests its commitment to use the DBEs and WBEs identified in the foregoing Section 14.2.g.ii to meet the Authority's goal of achieving a 15% DBE/WBE spend in the FBO Services Agreement;

v. a written confirmation from each of the DBEs and WBEs identified in the foregoing Section 14.2.g.ii that it is participating in the FBO Services Agreement in the kind and amount of work provided in the Proposer's commitment;

provided, however, that if a Proposer cannot meet the 15% DBE/WBE spend in the FBO Services Agreement, such Proposer must provide evidence of good faith efforts undertaken by the Proposer as described in Appendix A to 49 CFR Part 26; such evidence of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the Proposer when a non-DBE subcontractor was selected over a DBE for work on the FBO Services Agreement.

14.3. Information Regarding Industry Experience

Each Proposer must provide information detailing the prior experience of the Proposer in the form of Form 3 (*Information Regarding Industry Experience*) regarding at least three (3) but no more than five (5) similar projects/programs performed for private, state, or local government clients within the last five (5) years, emphasizing experience that is directly relevant to Proposer's

vision and conceptual approach. Such projects/programs should be of analogous complexity, demonstrate the requisite experience for the proposed scope of the Services and Work, and to the extent applicable, identify Key Personnel involvement. References and a brief description of the FBO management services that were provided either as a direct employee, as owner/lessee, or under a similar management contract should be provided. Any references included in Form 3 should be able to provide information as to Proposer's experience and performance within the last five (5) years related to airport management.

14.4. Business Plan

Each Proposer must provide a business plan that includes:

a. a summary of the market analysis conducted to support Proposer's decision to submit a Proposal;

b. a narrative describing the rationale and proposed fee and cost structure for the Base Scope and any Optional Scope along with a summary of any commercial terms proposed as Option Terms; such summary must include the Proposer's preferences with respect to the following:

   i. Term, Renewal, and Handback Approach: minimum term of the option to support the Optional Capital Investments described in the Capital Investment And Fixed Improvements Plan, preferred contractual option for Term renewal, and preferred approach for handback at the end of the Term;

   ii. Grant of Rights/Nature of Option: preferred form(s) for the grant of rights provided by the Authority (e.g. franchise, concession, lease, license etc.) under the FBO Services Agreement along with any anticipated legal, financial, tax or contractual issues regarding the same;

   iii. Revenue Share: proposed revenue sharing structure; and

c. pro forma financial forecasts for the Base Scope, a five-year projection of revenues, expenses, management fee, and revenue to the Authority for each Operating Year of the initial five-year Term.

14.5. Capital Investment and Fixed Improvements Plan

Proposers must provide a capital investment and fixed improvements plan (the "Capital Investment and Fixed Improvements Plan") that includes:

a. a narrative regarding the proposed level and types of capital investments for Required Improvements and Capital Improvement Projects, which includes a detailed description of how capital funding will be allocated and sourced for the development of the FBO;

b. a proposed schedule for the commencement and completion of Required Improvements and Capital Improvement Projects, which demonstrates completion of minimum investments by conclusion of the initial Term of the Agreement; and

c. a narrative regarding the proposed level and types of any Optional Capital Investments with reference to the Option Terms;

d. a proposed schedule for the commencement and completion of any Optional Capital Investments with reference to the Option Terms; and

e. a description of any facilities the Proposer plans and/or recommends to construct, improve, or renovate on the FBO Site. Renderings and conceptual site plans are encouraged but not required. Any renderings and conceptual site plans will not count towards the applicable page limit.

15. Financial Submission

15.1. Financial Statements and Certifications

a. Each Proposer shall provide financial statements for the three (3) most recently completed fiscal years, demonstrating its financial ability to successfully execute its Proposal, including any anticipated capital investment. Financial statements will include:

i. opinion letter (auditor's report),

ii. balance sheet,

iii. income statement,

iv. statement of cash flow, and

v. footnotes;

provided that, if any set of financial statements did not include, when prepared, any of the above, then the Proposer will include an explanation for such non-inclusion.

b. Any Proposer that files reports with the US Securities and Exchange Commission will submit financial statements by submitting a copy of such entity's annual report on Form 10-K. To the extent a Form 10-K is not yet available for the most recent fiscal year for which financial statements are required to be submitted, the Proposer will submit a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed Form 10-K.

c. To the extent available, all financial statements provided shall be audited. To qualify as "audited" such financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If unaudited financial statements are provided:

i. the Proposer must state that the audited statements are not available and provide a statement explaining why audited financial statements are unavailable with respect to each fiscal year for which financial statements are required to be submitted; and

ii. such unaudited financial statements will be certified as true, correct, and accurate by the chief executive officer, chief financial officer, or treasurer (or by such equivalent position or role) of the relevant entity.

d. Each Proposer will provide a statement regarding the presence or absence of any material changes in financial condition for any entity for which financial statements are provided for the past three (3) fiscal years and anticipated for the next reporting period. A change

in financial condition is considered material when it is an excess of 10% from the prior fiscal year. If no material change has occurred and none is pending, Proposer will provide a letter from its respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying. In instances where a material change has occurred, or is anticipated, the Proposer will provide a statement describing:

i. such change;

ii. actual and anticipated changes or disruptions in executive management relating to such change;

iii. the likelihood that such change will continue during the proposed duration of the FBO Services Agreement;

iv. the projected full extent, nature and impact, positive and negative, of such change experienced and anticipated to be experienced in the proposed duration of the FBO Services Agreement;

v. how such change is anticipated to affect the organizational and financial capacity and ability of the Proposer.

e. Each Proposer will provide a letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or a certified public accountant stating that the entity has no off-balance sheet liabilities; provided that if the Proposer cannot so state, such Proposer will provide a letter identifying all off-balance sheet liabilities in excess of one million dollars ($1,000,000) in the aggregate.

15.2. Cost, Fee, and Financial Investment Proposal

Proposers will submit a cost proposal in the form of Form 4, the "Cost, Fee, and Financial Investment Proposal." The Cost, Fee, and Financial Investment Proposal must include the following components:

a. payment for the Transition Consulting Services reflected as:

i. the Consulting Fee as either a flat fee or a fully burdened annual rate along with the number of employees for each position title required for the Transition Consulting Services; provided that, the Consulting Fee proposed may be zero in accordance with Section 4.5.4.d;

ii. the total proposed Consulting Price;

b. payment for the Management Services and Operating Budget Costs reflected as:

i. the Annual Base Fee for each Operating Year of the initial Term;

ii. the Incentive Fee (if any);

iii. the annual Budgeted Operating Costs for each Operating Year of the initial Term;

iv. the total proposed cost of the Management Fee and Budgeted Operating Costs for the first five (5) Operating Years; and

c. investments in the Capital Work, reflected as:

i. the minimum investment in the Required Improvements;

ii. any proposed investment in Capital Improvement Projects provided that the proposed amount may be zero in accordance with Section 4.5.3.b; and

iii. the total proposed investment related to the Capital Work.

d. The Cost, Fee, and Financial Investment Proposal may include the following components: the proposed amounts for any Optional Scope Pricing Elements; provided that such amounts must be no lower than the minimums provided in Section 4.5.4.a.

15.3. Bid Guarantee

a. Each Proposal must contain a Bid Guarantee in the form of a proposal bond, certified check, cashier's check, irrevocable letter of credit, or cash. The Bid Guarantee shall be in an amount of $75,000.

b. By submitting its Proposal, the Proposer understands and agrees that the Proposal may not be withdrawn during the Proposal Validity Period, without the written consent of the Authority.

c. It is also understood and agreed that the Bid Guarantee may be forfeited in accordance with Section 6.3.2 and shall be returned in accordance with Section 6.3.3.

16. Redacted Submission

16.1. Public Records Law Requirements

16.1.1. Ownership of RFP Submissions

The Authority will retain full title to and ownership of all Proposals and Proposer submissions made pursuant to this RFP. Such documents will not be returned to Proposers.

16.1.2. Compliance with Public Records Law

The Proposer acknowledges that any materials or documents provided to Authority may be "public records" and subject to disclosure under State law (the "Public Records Law"). Proposers are encouraged to familiarize themselves with the Public Records Law.

16.1.3. Submission of Confidential and Proprietary Information

In the event a Proposer submits any information that is not subject to disclosure pursuant to the Public Records Law ("Public Records Exempt Materials"), it must:

a. if the submission is made as part of the Proposal, provide a redacted copy of the Proposal in accordance with Section 16.1.4; and

b. if the submission is made other than as part of the Proposal, conspicuously mark the affected document "CONFIDENTIAL" or "CONFIDENTIAL TRADE SECRETS" in the header or footer of each such page affected.

16.1.4. Redacted Proposal

a. Any Proposer that submits a Proposal containing any Public Records Exempt Materials must prepare and submit one copy of the Proposal that redacts the Public Records Exempt Materials (the "Redacted Proposal"). This redacted version must be identical to the corresponding volumes of the Proposal other than redactions that only exclude Public Records Exempt Materials.

b. The Redacted Proposal will be included as a fourth volume of the Proposal and provided in a separate .pdf file.

16.1.5. Assessment of Confidential and Proprietary Information

a. The Authority will not advise Proposers (x) as to the nature or content of documents entitled to protection from disclosure under the Public Records Law or other Applicable Law, (y) as to the interpretation of such laws, or (z) as to the definition of a confidential document or trade secret.

b. Nothing contained in this Section 16.1.5 will modify or amend requirements and obligations imposed on MAA by the Public Records Law or other Applicable Law.

c. MAA reserves the right to disagree with a Proposer's assessment regarding confidentiality or proprietary nature of information in the interest of complying with the Public Records Law. The provisions of the Public Records Law or other Applicable Law will control in the event of a conflict between the procedures described above and the Applicable Law.

16.1.6. Review by Key Stakeholders

Information submitted by Proposers, including Public Records Exempt Materials, may be made available to representatives of key stakeholders as necessary to facilitate review and evaluation of Proposals and other Proposers' submissions during the procurement. To the extent reasonably possible, MAA intends to follow procedures that will preserve confidentiality relating to Public Records Exempt Materials.

16.2. Disclosure Disputes and Liability

a. In the event of any proceeding or litigation concerning the disclosure of any material submitted by a Proposer, MAA will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that MAA reserves the right, in its respective sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by MAA in connection with any litigation, proceeding, or request for disclosure will be reimbursed and paid by the Proposer objecting to the disclosure. Each Proposer will be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure. In no event shall MAA be responsible for any of Proposers' legal fees, expenses or costs.

b. In no event will MAA or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of all or a portion of a Proposal

submitted under this RFP and Proposer acknowledges and agrees to this waiver of liability.

PART V: EVALUATION AND SELECTION PROCESS

17. Evaluation Process

The Authority anticipates conducting the evaluation of Proposals as set forth in this Section 17 and reserves the right to request any supplementary information it deems necessary to evaluate the Proposer's experience and qualifications or to clarify or substantiate any information contained in any Proposal. All Proposers will be notified of the results of the selection process. The selection process used for determining the most successful proposal is best described as a "Competitive Proposal" process in which pricing is one of the most important criteria but not the only criteria. The factors in the evaluation process include the Pass/Fail Evaluation Criteria and the Substantive Evaluation Criteria.

17.1. Evaluation Criteria

A committee appointed by the Authority will review and evaluate responses to this RFP, (the "Evaluation Committee"), taking into consideration the evaluation criteria provided herein. The Authority anticipates using the following criteria to evaluate Proposals:

17.1.1. Pass/Fail Evaluation Criteria

a. At the first stage of the evaluation process, MAA shall consider whether each Proposal complies with the Pass/Fail Evaluation Criteria set out in Section 17.1.1 Subject to MAA's reservation of rights under Section 19, a Proposer shall be required to obtain a "pass" (defined as having fully complied with a criterion) on all Pass/Fail Evaluation Criteria in order for it to be eligible to be selected by the Authority as the Preferred Proposer. A "failure" on any one of the Pass/Fail Evaluation Criteria may result in MAA not evaluating the relevant Proposal any further.

b. The "Pass/Fail Evaluation Criteria" consist of the following:

Pass/Fail Evaluation Criteria		**Potential Disposition**	**RFP Reference**
1	Proposal submitted on or before the Proposal Submission Deadline (1) electronically via the Procurement Website **AND** via postal mail on a USB flash drive.	Pass/Fail	Section 11
2	Responsiveness and conformance to the RFP instructions regarding organization and format	Pass/Fail	Part IV
3	Proposal includes all materials required to be submitted, as independently verified by the	Pass/Fail	Section 12

Pass/Fail Evaluation Criteria		Potential Disposition	RFP Reference
	Authority.		
4	Proposer's required disclosures and certifications shall not materially or adversely affect the Proposer's ability to carry out the program responsibilities potentially allocated to it.	Pass/Fail	Section 13.2
5	Proposer demonstrates financial capacity to perform the services described in this RFP and in the Agreement.	Pass/Fail	Section 15.1

17.1.2. Substantive Evaluation Criteria

a. Following evaluation of the Pass/Fail Criteria and subject to MAA's reservation of rights under Section 19, MAA will substantively evaluate each Proposal by considering the merits of each Proposer's overall qualifications, experience, and approach by reference to the Substantive Evaluation Criteria. This evaluation will include scoring. Under this scoring process, MAA may award an aggregate maximum of 550 points to any Proposal, with the maximum number of points assigned to the Substantive Evaluation Criteria being as set out in Section 17.1.2.b below.

b. The "Substantive Evaluation Criteria" consist of the following:

Substantive Evaluation Criteria		Maximum Points
1	Proposer's Competency and Industry Experience, as demonstrated by: • Past Performance and Industry Experience	100
2	Proposer's Technical Approach and Business Plan, as demonstrated by: • Operations and Management Plan, Business Plan, and Capital Investment and Fixed Improvements Plan	200
3	Proposer's Financial Ability to Perform, as demonstrated by:	100

Substantive Evaluation Criteria		Maximum Points
	• Financial Statements and Certifications	
4	Proposed Payments, Operating Costs, and Anticipated Revenues, as demonstrated by : • Proposer's Cost, Fee, and Financial Investment Proposal	150
TOTAL		**550**

c. In considering each of the Substantive Evaluation Criteria and otherwise in evaluating each Proposal:

i. Proposers may be invited to participate in an interview that includes a presentation of the Proposal;

ii. the Evaluation Committee may consider as relevant (or irrelevant) any component of that Proposal in its evaluation of the Substantive Evaluation Criteria referenced above or otherwise considered;

iii. any component of a Proposal may be used for the evaluation of more than one Substantive Evaluation Criterion;

iv. plans, procedures and approaches specifically tailored to the Proposer's plans for the FBO, including appropriate touch-points, reviews and collaborative efforts with Airport stakeholders, and any reference to prior experience that is expressly shown as relevant to a particular element of the Proposal, may be evaluated favorably; and

v. generalized commitments or general procedures not expressly customized to the particular elements and approach for the FBO at the Airport might not be evaluated as favorably.

18. Selection and Post-Selection Process

18.1. Selection and Announcement of Preferred Proposer

a. Subject to the Reserved Rights, MAA intends to, but is not required to, identify a Preferred Proposer following the conclusion of the evaluation process described in the foregoing Section 17. The Preferred Proposer will be the Proposer that submitted the Proposal that provided the best value to the Authority. The Proposal that provides the best value is the Proposal that is awarded the most points by the Evaluation Committee pursuant to Section 17.

b. MAA will (in one or more notices) notify Proposers and the public of the results of the evaluations, (with the notice officially naming the Preferred Proposer being the "Notice of Intent to Award").

18.2. Finalization of the FBO Services Agreement for Execution

a. Under the terms of the Proposal Letter, the contract between the Authority and the Operator will follow the format specified by the Authority and contain the terms and conditions set forth in the form of FBO Services Agreement.

b. MAA reserves the right to negotiate provisions in addition to those contained in this RFP with the Preferred Proposer, including Option Terms that the Proposer included in its Proposal. Options Terms must be submitted as an annotated mark-up of the form of FBO Services Agreement and included as Annex A to the Proposal Letter.

c. Negotiations (if any) will be limited to those issues or provisions identified by the Proposer as Option Terms. MAA may, in its discretion, terminate such negotiations at any time by providing notice to the Preferred Proposer that it has been unable to reach agreement to enter into the FBO Services Agreement on terms acceptable to the Authority, at which time MAA shall have no further obligations to the Proposer.

d. The Preferred Proposer will be deemed to have failed to engage in good faith negotiations with the Authority if the Preferred Proposer:

i. fails to attend or actively participate in reasonably scheduled negotiation meetings with MAA;

ii. fails to timely submit deliverables as required by the RFP or MAA in the course of negotiations; or

iii. insists upon terms or conditions for any documents to be negotiated or provided by the Proposer hereunder that are inconsistent with the FBO Services Agreement as issued in the RFP (including inclusion of assumptions, qualifications, conditions, pricing basis or exceptions in the FBO Services Agreement beyond those that expressly exist in the RFP as of the last Addenda to the RFP), except to the extent such terms or conditions were specifically identified by the Proposer as Option Terms in its Proposal.

18.3. Execution of the FBO Services Agreement

a. Within 30 Days of the Notice of Intent to Award, or such longer period in the Authority's discretion, the Preferred Proposer is required to submit to MAA:

i. evidence of all necessary company or partnership action by Preferred Proposer to authorize the execution, delivery, and performance of the FBO Services Agreement;

ii. evidence as to the authority, power, and capacity of the individuals executing the FBO Services Agreement on behalf of the Proposer;

iii. subject to the Authority having previously provided to the Preferred Proposer execution copies of the same, or otherwise arranged with the Preferred Proposer

for the production of the same, the FBO Services Agreement, duly executed by the Proposer;

iv. notice of the name and address of Proposer's agent for service of legal process, if any, and Proposer's Federal Internal Revenue Service employer identification number;

v. all documents required to be provided to evidence insurance coverages pursuant to Section 6.2; and

vi. all documents required to be delivered by the FBO Services Agreement concurrently with or prior to execution of the FBO Services Agreement in accordance with its terms;

vii. in each case in compliance with, and not inconsistent with, the requirements and terms of the RFP.

b. If the Preferred Proposer fails to comply with Section 18.3.a, the Authority may, subject to the exercise of any Reserved Rights:

i. draw on the Preferred Proposer's Bid Guarantee in its entirety; and

ii. revoke the Notice of Intent to Award as the Preferred Proposer and issue a new Notice of Intent to Award to the Proposer that submitted the next highest scored Proposal relative to the Preferred Proposer previously identified in the revoked Notice of Intent to Award.

PART VI: RESERVED RIGHTS AND ADDITIONAL PROCUREMENT RULES

19. Reserved Rights

19.1. Waiver

By requesting and participating in any debriefing session, a Proposer will be deemed to have waived any right to use any information provided by MAA in good faith during such a debriefing against MAA or its representatives in any way whatsoever, including in any protest or legal action.

19.2. MAA's Reserved Rights

a. In connection with the procurement described in this RFP, MAA reserves to itself any and all of the rights set out in this Section 19 and any other rights available to it under Applicable Law (any of which rights will be exercisable by MAA in its sole discretion, with or without cause, and with or without notice), the "Reserved Rights." The rights referred to in the preceding sentence include the right to:

i. modify the procurement process described in this RFP (including as previously modified in accordance with this Section 19) to address:

A. Applicable Law;

B. the best interests of MAA; and/or

C. any concerns, conditions or requirements of any other State or federal department or agency;

b. in reviewing and/or evaluating Proposals:

i. terminate evaluation of Proposals received at any time;

ii. appoint evaluation committees to review Proposals and make recommendations, and seek the assistance of outside technical, financial, legal and other experts and consultants;

iii. waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a Proposal, accept and review a Proposal that it could otherwise have determined to have failed the Pass/Fail Evaluation Criteria or permit clarifications or additional information to be submitted with respect to a Proposal;

iv. make independent calculations with respect to numbers and calculations submitted in a Proposal for purposes of its evaluation;

v. require confirmation of information submitted by a Proposer, require additional information from a Proposer concerning its Proposal or require additional evidence of qualifications to perform the work described in this RFP;

vi. seek or obtain data from any source that has the potential to improve MAA's understanding and evaluation of a Proposal; and/or

vii. if (x) only one Proposal is received; (y) only one Proposal satisfies all Pass/Fail Evaluation Criteria; or (z) only one Proposal provisionally receives a sufficiently high numerical score following review and scoring of the Substantive Evaluation Criteria to result in being selected as the Preferred Proposer, then MAA may take such steps as appear to be appropriate to it under the circumstances, including:

A. modifying any element of this RFP;

B. seeking additional or updated Proposals, information or clarifications from other Proposers; or

C. terminating this procurement;

c. in otherwise conducting the procurement process under this RFP:

i. modify any and all dates set in this RFP;

ii. add or delete Proposer responsibilities from the information contained in this RFP;

iii. reject any and all submissions, responses, and Proposals received at any time;

iv. not select any Proposer as a Preferred Proposer;

v. add as a Preferred Proposer any Proposer that submitted a Proposal in order to replace a previously Preferred Proposer that withdraws or is disqualified from participation in this procurement;

vi. engage in negotiations with the Preferred Proposer;

vii. suspend and terminate negotiations at any time;

viii. elect not to commence negotiations; and/or

ix. disqualify any Proposer or any Preferred Proposer from the procurement process that changes its submission after the Proposal Submission Deadline without MAA's approval or for violating any rules or requirements of the procurement specified in this RFP, any other communication from MAA, or Applicable Law;

d. procure the Services and Work, including any portion thereof, in any manner that it deems necessary, including the right to:

i. modify the scope, structure, schedule and/or specific terms of, or cancel, this RFP, in whole or in part, at any time prior to the execution by MAA of an FBO Services Agreement, without incurring any cost obligations or liabilities;

ii. modify the scope of the Services and Work during the procurement process;

iii. issue Addenda, supplements, and modifications to this RFP;

iv. issue a new request for qualifications or request for proposals after cancellation of this RFP;

v. not issue an RFP;

vi. elect not to commence or negotiations with the then Preferred Proposer or any other Proposer, and/or suspend or terminate negotiations at any time;

e. if MAA is unable to negotiate a contract to its satisfaction with the Preferred Proposer, to:

i. negotiate with the next highest-ranked Proposer;

ii. seek amended, revised or supplemented Proposals from any or all Proposers;

iii. terminate the procurement;

iv. pursue the development of the Services and Work through a procurement or contracting approach not expressly anticipated by this RFP; and/or

v. exercise such other rights under State law as it deems appropriate;

f. exercise any other right reserved or afforded to MAA under this RFP or Applicable Law; and/or

g. exercise its discretion in relation to the matters that are the subject of this RFP as it considers necessary or expedient in the light of all circumstances prevailing at the time which MAA considers to be relevant.

19.3. No Commitment

This RFP does not commit or bind MAA to enter into a contract, to proceed with the procurement described in this RFP, or to take any other definite course of action. MAA does not assume any obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs

incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP or any subsequent RFP and all such costs will be borne solely by each Proposer.

20. Protests

20.1. Applicability and Process

This Section 20 sets forth the sole and exclusive protest remedies available with respect to this RFP. Only Proposers who submit a responsive Proposal are permitted to file protests regarding the RFP process in accordance with this Section 20. Any such protests will be delivered to the Procurement Contact no later than 5:00 p.m. Central Standard Time on the fifth Day after the Notice of Intent to Award is electronically posted on the Procurement Website. The protest may be filed by mail, hand delivery, email, or facsimile. Any Proposer submitting such a protest is responsible for obtaining proof of delivery.

20.2. Required Early Communication for Certain Protests

Protests may be filed only after Proposer has informally discussed the nature and basis of the protest with MAA, following the procedures prescribed in this Section 20. Informal discussions will be initiated by a written request to the Procurement Contact. The Authority will meet with the Proposer as soon as practicable to discuss the nature of the allegations.

20.3. Content of Protest

Any protest must include the following information to be considered complete and delivered by the deadline specified in Section 20.1 above: the full legal name and address of Proposer that is/are making the protest; a succinct statement of the grounds, legal authority and factual basis for such protest; and all documentation required to establish the merits of the protest.

20.4. Decision on the Protest

a. The protestor has the burden of proving its protest by clear and convincing evidence. The Authority may discuss the protest with the protestor and other Proposers. No hearing will be held on the protest. The protest will be decided on the basis of written submissions.

b. The Executive Director of the Airport may issue a written decision regarding the protest within 30 Days after the filing of the detailed statement of protest. The written decision will be final and non-appealable.

20.5. Payment of Costs Related to Protests

If a protest is denied, the Proposer filing the protest will be liable for MAA's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by MAA as a consequence of the protest.

20.6. Rights and Obligations of Proposer

Each Proposer, by submitting its Proposal, expressly recognizes and agrees to the limitation on its rights to protest provided in this Section 20, and expressly waives all other rights and remedies that may be available to the Proposer under Applicable Law. These provisions are included in this

RFP expressly in consideration for such waiver and agreement by Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Section 20, it will indemnify, defend and hold MAA and its directors, officers, employees, agents, and consultants harmless from and against all liabilities, fees, and costs, including legal, expert, and consultant expenses, fees, and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, will be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

21. Debriefings

21.1. Availability of Debriefings

All Proposers submitting Proposals will be notified in writing of the results of the evaluation process. Proposers that are not the Preferred Proposer may request a debriefing within ten (10) Days of the public announcement of the Preferred Proposer or, in the event a protest is filed prior to this date, upon the resolution of such protest, whichever is later. Debriefings will be provided at MAA's earliest feasible time after the public announcement of the Preferred Proposer. The debriefing will be conducted by a procurement official familiar with the rationale for the decision.

21.2. Content of Debriefings

a. Debriefings will:

   i. be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of a competing Proposal nor disclose or discuss any confidential information relating to any other Proposer or its Proposal;

   ii. be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal; and

   iii. provide information on areas in which the unsuccessful Proposer's Proposal had strengths, weaknesses, or deficiencies.

b. Debriefings will not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

PART VII: ATTACHMENTS

Attachment 1A:	Definitions and Abbreviations
Attachment 1B:	Rules of Interpretation
Attachment 2:	Federal Requirements
Attachment 3:	Minimum Standards
Attachment 4A:	East Ramp Tract Description and Indicative Site Plan
Attachment 4B:	West Ramp Tract Description and Existing FBO Layout
Attachment 5:	Form of FBO Services Agreement
Attachment 6:	Reference Information Documents Log

Attachment 1A – Definitions and Abbreviations

Except as otherwise specified herein, or as the context may otherwise require, the capitalized terms and acronyms used in this Agreement have the respective meanings set out in this Attachment 1A:

"Addenda" and "Addendum"	mean any supplemental written additions, deletions, and modifications to the provisions of this RFP as described in Section 7.4.
"Additional Services"	has the meaning given to it in Section 4.1.3.a.
"Agreement"	means the agreement appended hereto as Attachment 5.
"Airport"	means the Montgomery Regional Airport.
"AL Airport P3 Law"	means Al. Code § 4-3-47, as amended from time to time.
"Applicable Law"	means any: (a) statute, law (including common law), code, regulation, ordinance or rule; (b) binding judgment, judicial or administrative order or decree; (c) written directive, guideline, policy requirement, methodology, or other governmental restriction or requirement (including those resulting from an initiative or referendum process, but excluding those by MAA within the scope of its administration of this RFP); and (d) similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any governmental authority, in each case that is applicable to or has an impact on the Services and Work.
"Authority"	means the Montgomery Airport Authority.
"Base Annual Fee"	has the meaning given to it in Section 4.5.2.b.
"Base Scope"	has the meaning given to it in Section 4.1.1.d.
"Bid Guarantee"	means the bid guarantee required to be submitted in accordance with Section 6.3.1.
"Budgeted Operating Costs"	has the meaning given to it in Section 4.5.2.
"Business Days"	means any day other than a Saturday, Sunday, or legal holiday.
"Capital Improvement Projects"	has the meaning given to it in Section 4.4.1.

"Capital Investment and Fixed Improvements Plan"	has the meaning given to it in Section 14.5.
"Capital Work"	has the meaning given to it in Section 4.4.1.
"Commencement Date"	has the meaning given to it in Section 4.1.2.c.
"Competitive Proposal"	means a procurement process whereby a technical proposal is solicited that explains how the Proposer will meet the objectives of the RFP and a cost element that identifies the costs to accomplish the technical proposal.
"Consulting Fee"	has the meaning given to it in Section 4.5.1.b.
"Consulting Price"	has the meaning given to it in Section 4.5.1.a.
"Cost, Fee, and Financial Investment Proposal"	has the meaning given to it in Section 15.2.
"Day" or "day"	means a calendar day, unless otherwise specified.
"DBE"	means Disadvantaged Business Enterprise.
"Effective Date"	means the date on which the FBO Services Agreement is executed.
"Evaluation Committee"	means a committee appointed by the Authority to review and evaluate responses to this RFP.
"East Ramp"	means the land, buildings, structures, facilities, fixtures, and improvements located on the part of the Airport located within the area described in Attachment 4A.
"East Ramp Expiration Date"	has the meaning given to it in Section 2.4.c.
"FAA"	means the Federal Aviation Administration.
"FBO"	means fixed-based operator.
"FBO Services Agreement"	means the agreement appended hereto as Attachment 5.
"FBO Site"	has the meaning given to it in Section 5.1.a.

"Final RFP Comment Deadline"	has the meaning given to it in the Procurement Schedule.
"Fuel Farm Site"	means those areas and facilities within the West Ramp set forth in Attachment 4B.
"Grant Assurances	means the provisions within a Federal grant agreement to which the recipient of Federal airport development assistance has agreed to comply in consideration of the assistance provided, as required by 49 U.S.C. § 47107 and other Applicable Law.
"Incentive Fee"	has the meaning given to it in Section 4.5.2.b.
"Incumbent FBO"	means Montgomery Aviation Corporation.
"Initial RFP Comment Deadline"	has the meaning given to it in the Procurement Schedule.
"Joint Venture"	means a consortium, partnership, joint venture, or any other unincorporated grouping acting together for a common purpose and, each individual member or partner of such Joint Venture.
"Key Personnel"	means the individuals identified in the Proposal to fill certain key positions in the performance of the Services and Work as set out in the RFP and any permitted replacement personnel filling such jobs from time to time.
"Lease Agreement"	has the meaning given to it in Section 2.4.a.
"Leased Premises"	means, collectively, the East Ramp and the West Ramp.
"Legacy Maintenance Obligations"	has the meaning given to it in Section 3.2.b.
"Legacy Optional Operations"	has the meaning given to it in Section 3.1.c.
"Legacy Required Operations"	has the meaning given to it in Section 3.1.b.
"MAA"	means the Montgomery Aviation Authority.
"Management Fee"	has the meaning given to it in Section 4.5.2.a.
"Management Services"	has the meaning given to it in Section 4.3.

"MGM"	means the Montgomery Regional Airport.
"MGM FBO RFP"	means this Request for Proposals, which includes any Forms and Attachments appended hereto, the FBO Services Agreement, and any Addenda.
"Minimum Standards"	means the standards set out in Attachment 3.
"Notice of Intent to Award"	means a notice from MAA to the Proposers indicating the selection of a Preferred Proposer as set forth in Section 18.1.b.
"NTP"	means notice to proceed.
"Official Representative"	means the contact for a Proposer with respect to this procurement as set out in Section 7.1.d.
"Operating Year"	has the meaning given to it in Section 4.1.2.a
"Operations Period"	has the meaning given to it in Section 4.1.2.c.
"Operator"	means the counterparty to the FBO Services Agreement.
"Option Terms"	has the meaning given to it in Section 4.1.3.b.
"Optional Capital Investment"	has the meaning given to it in Section 4.1.3.a.
"Optional Scope"	has the meaning given to it in Section 4.1.3.a
"Optional Scope Pricing Elements"	has the meaning given to it in Section 4.5.4.a.
"Pass/Fail Evaluation Criteria"	means the evaluation criteria set forth in Section 17.1.1.
"Person"	means any of a natural person, a corporation, a limited liability company, a trust, a partnership, a limited liability partnership, a joint stock company, a consortium, a joint venture, an unincorporated association or any other entity recognized as having legal personality under the laws of the State, in each case as the context may require.
"Pre-Operations Milestones"	has the meaning given to it in Section 4.2.b.

"Pre-Operations Period"	has the meaning given to it in Section 4.1.2.b.
"Preferred Proposer"	means the Proposer that is selected by MAA to enter into the FBO Services Agreement following the evaluation of all Proposals submitted by Proposers in response to this RFP.
"Procurement Contact"	means the individual identified in Section 7.1.a.
"Procurement Schedule"	means the indicative schedule set forth in Section 1.3.
"Procurement Website"	has the meaning given to it in Section 7.2.a.i.
"Proposal"	means the submission by a Proposer in response to the requirements set forth in this RFP.
"Proposal Letter"	means the letter attached to this RFP as Form 1.
"Proposal Submission Deadline"	has the meaning given to it in the Procurement Schedule.
"Proposal Validity Period"	means, with respect to each Proposal, the period commencing at the Proposal Submission Deadline and ending on (and including) the earliest of: (a) 180 Days after the Proposal Submission Deadline; (b) the date on which MAA informs the Proposer that submitted such Proposal by written notice that its Proposal is no longer under consideration by MAA; (c) the date on which MAA executes the FBO Services Agreement to be entered into with the Preferred Proposer; and (d) the date on which MAA publicly announces the cancellation of the procurement process described in this RFP.
"Proposer"	means a qualified entity who submits a Proposal in response to this RFP.
"Public Records Exempt Materials"	means materials that are not subject to disclosure pursuant to the Public Records Law.
"Public Records Law"	has the meaning given to it in Section 16.1.2.
"Public Website"	has the meaning given to it in Section 7.2.a.ii.
"Redacted Proposal"	means a version of the Proposal that redacts or otherwise removes all Public Records Exempt Materials.

"Reference Information Document"	has the meaning given to it in Section 7.2.a.
"Required Improvements"	has the meaning given to it in Section 4.4.1.
"Reserved Rights"	has the meaning given to it in Section 19.2.a.
"RFP"	means this Request for Proposals, which includes any Forms and Attachments appended hereto, the FBO Services Agreement, and any Addenda.
"RFP Comments"	means written comments, questions, and/or requests for clarification relating to the RFP, including any Addenda, submitted to the Procurement Contact at any time prior to the applicable deadline for RFP Comments.
"Rules and Regulations"	means the rules and regulations of MGM.
"Preferred Proposer"	means the Proposer that is selected by MAA to enter into the FBO Services Agreement following the evaluation of all Proposals submitted by Proposers in response to the RFP.
"Services and Work"	has the meaning given to it in Section 4.1.1.
"Site Visit and Pre-Proposal Conference"	means the mandatory meeting and site tour described in Section 8.
"State"	means the State of Alabama.
"Substantive Evaluation Criteria"	means the evaluation criteria set forth in Section 17.1.2.
"Term"	has the meaning given to it in Section 4.1.2.a.
"Transition Consulting Services"	has the meaning given to it in Section 4.2.a.
"WBE"	means Women-owned Business Enterprise.
"West Ramp"	means the land, buildings, structures, facilities, fixtures, and improvements located on the part of the Airport located with the area described in Attachment 4B.
"West Ramp Expiration Date"	has the meaning given to it in Section 2.4.c.

Attachment 1B – Rules of Interpretation

For purposes of this RFP, the rules of interpretation are set out as follows in this Attachment 1B:

1. **INTERPRETATION OF CERTAIN REFERENCES, PHRASES, AND COMMON TERMS**

   Except as otherwise expressly provided in this RFP:

   (a) **References to MAA:** Any reference in this RFP to MAA refers to the Board of Directors of MAA, acting by and through MAA's directors, officers, employees, and other authorized agents or representatives of each.

   (b) **Headings and Other Internal References:** Headings are inserted for convenience only and will not affect interpretation of this RFP. Except as otherwise expressly provided in this RFP, a reference to any Section, Part, Form, or Attachment within this RFP is a reference to such Section or Part of, or Form or Attachment appended to, this RFP.

   (c) **Authority Discretion:** Any reference in this RFP to MAA having the right to exercise its "discretion" means MAA having the right to exercise its sole and absolute discretion in regard to a particular decision or action, including the ability to refrain from taking any action and the ability (where appropriate) to impose any conditions in the exercise of such discretion.

   (d) **Ambiguities:** Any ambiguity in any Proposal, as a result of omission, error, or lack of clarity within this RFP, shall be interpreted in the light most favorable to the Authority.

   (e) **Number and Gender:** Terms defined in the singular have the corresponding plural meaning when used in the plural and vice versa, and words in one gender must be deemed as references made without specificity as to gender.

   (f) **Times:** All times in this RFP are for local Central Time in Montgomery, AL.

   (g) **Common Terms:** When there are references to general words followed by a list, or a reference to a list, to make it clear that those general words "include" the matters set out in that list, then the contents of the list will not, and will not be deemed to, limit the generality of those general words. The singular includes the plural and vice versa. The word "promptly" means as soon as reasonably practicable in light of then-prevailing circumstances.

2. **PROFESSIONAL LANGUAGE AND TERMS OF ART**

   Except as otherwise expressly provided in this RFP:

   (a) words and phrases not otherwise defined herein that have well-known technical or applicable industry meanings will be construed pursuant to such recognized meanings; and those words or phases of an accounting or financial nature will be construed pursuant to Generally Accepted Accounting Principles in the United States as in effect from time to time, in each case taking into account the context in which such words and phrases are used; and

   (b) all statements of or references to dollar amounts or money in this RFP, including references to "$" and "dollars", are to the lawful currency of the United States of America.

3. **REFERENCES TO AGREEMENTS, DOCUMENTS AND LAWS**

Except as otherwise expressly provided in this RFP, any reference:

(a) to an agreement or other document will be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified, or supplemented from time to time in accordance with its terms; and

(b) to any law will be construed as a reference to such law, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted from time to time.

Attachment 2 – Federal Requirements

The Services and Work under the FBO Services Agreement shall comply with, and the Operator shall perform its obligations and (where relevant) will require each subcontractor to perform their respective obligations under the FBO Services Agreement, the other contract documents, and the subcontracts in accordance with the following requirements in Part A (*Required Federal Provisions*) of this Attachment 2.

Part A: Required Federal Provisions

I. **Compliance with Nondiscrimination Provisions.** During the performance of the Agreement, OPERATOR, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "OPERATOR") agrees as follows:

A. **Compliance with Regulations:** OPERATOR will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. **Non-discrimination:** OPERATOR, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. OPERATOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by OPERATOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by OPERATOR of OPERATOR's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. **Information and Reports:** OPERATOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of OPERATOR is in the exclusive possession of another who fails or refuses to furnish the information, OPERATOR will so certify to AUTHORITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of OPERATOR's noncompliance with the Non-discrimination provisions of this contract, AUTHORITY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to withholding payments to the OPERATOR under the Agreement until the OPERATOR complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

F. **Incorporation of Provisions:** OPERATOR will include the provisions of paragraphs one through six of this Exhibit B, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. OPERATOR will take action with respect to any contract or procurement as AUTHORITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if OPERATOR becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, OPERATOR may request AUTHORITY to enter into any litigation to protect the interests of AUTHORITY. In addition, OPERATOR may request the United States to enter into the litigation to protect the interests of the United States.

II. **Real Property Acquired or Improved Under the Airport Improvement Program.** OPERATOR for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, OPERATOR will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

III. **Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**. OPERATOR for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that OPERATOR will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

IV. **Title VI List of Pertinent Nondiscrimination Acts and Authorities**. During the performance of this Agreement, OPERATOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

B. 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

V. **General Civil Rights Provision.** In all its activities within the scope of its airport program, the PERMITEE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

VI. **Right of Re-entry.** In the event of breach of any of the above Nondiscrimination covenants, AUTHORITY will have the right to terminate the Agreement and to enter, re-enter, and repossess

said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

VII. **Subcontracts.** OPERATOR agrees that it shall insert the above six provisions (Section (I) through Section (VI)) in any agreement by which OPERATOR grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under the Agreement.

VIII. **Solicitation Notices**

A. **Title VI Solicitation Notice.** The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, Proposers will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

B. **Title VI Assurances.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of Title VI of the Civil Rights Act of 1964, as amended, (Title VI), with the same force and effect as if given in full text.

C. **Labor and Prevailing Wages.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 40 USC §§ 3141-3144, 3146, and 3147, the Davis-Bacon Act (Davis Bacon), with the same force and effect as if given in full text. Davis Bacon ensures that laborers and mechanics employed under contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the U.S. Department of Labor.

D. **Additional Labor Provisions.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Operator will have full responsibility to monitor compliance to the referenced statute or regulation. The Operator will be required to address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour.

E. **Prohibition Against Lobbying.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 31 USC § 1352, the Byrd Anti-Lobbying Amendment, with the same force and effect as if given in full text.

Attachment 3 – Minimum Standards

[*See attached Minimum Standards*.]

Attachment 4A – East Ramp Tract Description and Indicative Site Plan

East Ramp Tract Description

ALL THAT TRACT OR PARCEL OF LAND LYING SOUTH OF U.S. HIGHWAY 80, IN THE NORTHWEST QUARTER AND IN THE SOUTHWEST QUARTER OF SECTION 5, T-15-N, R-17-E, MONTGOMERY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND PK NAIL LYING AT THE END OF EXISTING RUNWAY 3-21; THENCE RUN N 73°47'00" W, 417.60 FEET TO A POINT LYING ON THE EAST LINE OF AN EXISTING CONCRETE APRON, SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN N 32°34'00" W, 83.50 FEET TO A POINT; THENCE RUN N 69°52'00" W, 91.81 FEET TO A POINT OF INTERSECTION WITH AN EXISTING FENCE; THENCE RUN ALONG SAID FENCE LINE, N 06°33'30" E, 243.89 FEET TO AN EXISTING FENCE CORNER; THENCE RUN ALONG SAID FENCE LINE N 56°42'17" W, 40.40 FEET TO A POINT LYING ON THE BACK OF AN EXISTING CURB; THENCE RUN N 33°23'14" E, 184.98 FEET TO A POINT; THENCE RUN ALONG THE EDGE OF EXISTING ASPHALT PAVING, N 56°18'47" W, 35.18 FEET TO A POINT; THENCE RUN N 58°12'31" W, 42.51 FEET TO A POINT; THENCE RUN N 62°05'31" W, 32.00 FEET TO A POINT; THENCE RUN N 51°59'46" W, 40.68 FEET TO A POINT OF INTERSECTION WITH AN EXISTING FENCE CORNER; THENCE RUN ALONG SAID FENCE LINE, N 30°29'08" E, 87.39 FEET TO A POINT; THENCE RUN N 32°39'12" E, 139.32 FEET TO AN EXISTING FENCE CORNER; THENCE RUN N 14°26'45" E, 34.77 FEET TO AN EXISTING FENCE CORNER; THENCE RUN N 32°54'14" E, 196.41 FEET TO A POINT; THENCE RUN S 56°52'00" E, 481.46 FEET TO A POINT; THENCE RUN S 33°08'00" W, 872.76 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 7.376 ACRES, MORE OR LESS (BEING 321,294 SQUARE FEET, MORE OR LESS), INCLUDING ALL EASEMENTS.

Indicative Site Plan for East Ramp

Attachment 4B – West Ramp Tract Description and Existing FBO Layout

West Ramp Tract Description

ALL THAT TRACT OR PARCEL OF LAND LYING SOUTH OF U.S. HIGHWAY 80, IN THE SOUTHWEST QUARTER OF SECTION 5 AND IN THE SOUTHEAST QUARTER OF SECTION 6, T-15-N, R-17-E, MONTGOMERY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND IRON CRIMP TOP IRON PIN LYING AT THE INTERSECTION OF THE NORTI-LEAST CORNER OF LOT 1, ACCORDING TO THE MAP OF UNITED FOOD AND FUEL STATION 5, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MONTGOMERY COUNTY, ALABAMA, IN PLAT BOOK 54 AT PAGE 61 WITH TILE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 80 (SELMA HIGHWAY -ROW VARIES); THENCE RUN ALONG SAID SOUTH RIGHT OF WAY, N 82°24'05" E, 456.44 FEET TO A POINT LYING AT AN EXISTING FENCE CORNER; THENCE LEAVE SAID SOUTH RIGHT OF WAY AND RUN S 26°54'45" E, 106.82 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN N 63°40'54" E, 215.61 FEET TO A POINT; THENCE RUN S 25°48'44" E, 19.13 FEET TO A POINT; THENCE RUN N 65°21'01" E, 167.25 FEET TO A POINT OF INTERSECTION WITH AN EXISTING FENCE LINE; THENCE RUN ALONG SAID FENCE LINE, N 81°30'21" E, 75.80 FEET TO A POINT; THENCE RUN N 82°13'40" E, 109.94 FEET TO AN EXISTING FENCE CORNER; THENCE CONTINUE ALONG SAID FENCE LINE, S 20°51'24" E, 258.31 FEET TO A FENCE CORNER; THENCE RUN S 04°36'28" E, 93.84 FEET TO A FENCE CORNER; THENCE RUN S 54°47'54" W, 63.87 FEET TO A POINT AT A FENCE CORNER; THENCE LEAVE SAID FENCE LINE AND RUN S 24°09'25" E, 85.46 FEET TO A POINT OF INTERSECTION WITH THE BACK OF AN EXISTING CURB; THENCE RUN S 72°57'38" E, 16.14 FEET TO A POINT; THENCE RUN S 17°34'21" W, 19.50 FEET TO A POINT; THENCE RUN S 26°30'39" E, 204.29 FEET TO A POINT; THENCE RUN N 63°45'58" E, 73.28 FEET TO A POINT; THENCE RUN S 07°21'49" E, 75.05 FEET TO A POINT; THENCE RUNS 15°46'03" W, 113.33 FEET TO A POINT; THENCE RUNS 29°57'12" W, 220.37 FEET TO A POINT; THENCE RUN N 74°59'55" W, 12.33 FEET TO A POINT; THENCE RUN N 61°46'27" W, 365.66 FEET TO A POINT OF INTERSECTION WITH AN EXISTING FENCE CORNER; THENCE RUN ALONG SAID FENCE LINE, N 26°37'27" W, 723.95 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 10.061 ACRES, MORE OR LESS (BEING 438,266 SQUARE FEET, MORE OR LESS, INCLUDING ALL EASEMENTS.

Existing FBO Layout on West Ramp

Attachment 5 – Form of FBO Services Agreement

[*The form of FBO Services Agreement will be released in an Addendum to this RFP*.]

Attachment 6 – Reference Information Document Log

REFERENCE INFORMATION DOCUMENT LOG

The following Reference Information Documents have been separately provided via the Procurement Website:

(1) Technical Memorandum for 2023 Terminal Area Forecast
(2) Terminal Area Forecast – Data Summary Report
(3) Airport Layout Plan Update
(4) Q4 2022 Facility Condition Assessment Report
(5) MGM Pavement Management Plan Implementation Report (Finalized October 2024)

PART VIII: FORMS

Form 1:	Proposal Letter
Form 2:	Required Certifications and Affidavits
Form 2 – Part A:	Company Information Form
Form 2 – Part B:	Conflict of Interest Statement
Form 2 – Part C:	Non-Collusion Affidavit
Form 2 – Part D:	Debarment and Suspension Certification
Form 2 – Part E:	Statement of Insurance Providers
Form 3:	Information Regarding Industry Experience
Form 4:	Cost, Fee, and Financial Investment Proposal
Form CMT:	RFP Comment Submission Form

Form 1 – Proposal Letter

Instructions
Please generally see Section 13.1 of the RFP. In addition: (1) The Proposal Letter must be signed by the Official Representative of the Proposer. (2) All signature blocks on this form may be modified to properly reflect the authority of the person signing. (4) For any Proposer that is a Joint Venture, the Proposal Letter must be counter-signed by an Official Representative of each by each joint venture member or partner. (5) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Team Name: [ ]
Proposer Address: [ ]
Date: [ ]

VIA PROCUREMENT WEBSITE AND POSTAL MAIL

Montgomery Airport Authority
Attn: Loyd Jenkins
Interim Executive Director
4445 Selma Highway
Montgomery, AL 36108

Re: Proposal Submission in connection with the RFP for the Management, Operation, and Development of the FBO at Montgomery Regional Airport

The undersigned (the "Proposer") submits this Proposal (this "Proposal") in response to the Request for Proposals issued by the Montgomery Aviation Authority for the Management, Operation, and Development of the FBO at Montgomery Regional Airport (as amended, the "RFP"). Capitalized terms not otherwise defined in this letter have the meanings given to them in the RFP. References to Sections herein are references to Sections of the RFP.

Enclosures
Enclosed, and by this reference incorporated and made a part of this Proposal, are Volume 1, Volume 2, Volume 3, and Volume 4 of the Proposal, as required to be submitted in accordance with the RFP. This letter itself constitutes the Proposal Letter in Volume 1 of the Proposal.

Acknowledgement of Receipt of Addenda
The Proposer acknowledges receipt of all Addenda to the RFP, as follows:

- [*list all Addenda numbers and dates*].

Assurances

The Proposer represents and warrants:

(a) it has read the RFP and agrees to abide by the contents and terms of the RFP and the statements and commitments in its Proposal. Furthermore, the Proposer agrees that the Authority will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in the RFP;

(b) this Proposal is submitted without reservations, qualifications, assumptions, deviations, or conditions, except in the case of Option Terms to the extent expressly permitted by the RFP;

(c) this Proposal Letter is submitted in a form identical to Form 1, other than with respect to modifications permitted or required by the use of such form;

(d) the Key Personnel proposed by the Proposer will be available to perform the required scope of services and work under the FBO Services Agreement and will not be substituted or reassigned without the Authority's prior written approval; and

(e) prior to the date hereof, the Proposer has previously notified the Authority of (i) any deficiencies or inconsistencies in or omissions from the RFP and the Reference Information Documents, and (ii) any material risks affecting the Proposer's ability to successfully perform the services and work as contemplated in the RFP, of which it became aware and which were not otherwise recognized, acknowledged, or addressed by the Authority in the RFP or the Reference Information Documents.

The Proposer acknowledges and agrees:

(a) to the terms and conditions of the RFP and that, in accordance with the foregoing and by submission of this Proposal, it is deemed to certify compliance with all conditions for submission of a Proposal under the terms of the RFP, including without limitation: in-person attendance at the Site Visit and Pre-Proposal Conference;

(b) to appear at and participate in any interview, meeting, or presentation for which an invitation is extended in accordance with the terms of the RFP;

(c) that it received or has access to, and understands and has considered all Addenda, specifically listed in this Proposal Letter, together with those sets of RFP Comments and published responses, if any, through the Proposal Submission Deadline;

(d) that it has received or had access to, and understands and has considered all Reference Information Documents;

(e) that the contents of the RFP provide it with sufficient information relating to performance of the FBO Services Agreement for purposes of preparing and submitting this Proposal;

(f) that the Authority's acceptance of the delivery of this Proposal does not, and will not be deemed to, constitute any statement or determination as to its completeness, responsiveness, or compliance with the requirements of the RFP;

(g) to the Authority's disclosure of RFP materials consistent with the legal requirements of the Public Records Law per Section 16.1 of the RFP, and expressly waives any right to contest such disclosures;

(h) that all costs and expenses incurred by the Proposer in preparing this Proposal and participating in this procurement will be borne solely by the Proposer;

(i) that the Authority is not bound to select any Proposer and may reject each Proposal that it may receive; and

(j) that under the terms of the RFP, the Authority has reserved to itself a number of rights related to the procurement, including the reserved rights set forth in Section 19 of the RFP.

Official Representative

For purposes of any future communications, the Proposer's Official Representative (who, under the terms of the RFP, will be the single point of contact for the Proposer unless the communication is a notice) and its contact information are as follows:

Name:	[ ]
Title:	[ ]
Employer:	[ ]
Address:	[ ]
Phone (office):	[ ]
Phone (mobile):	[ ]
Email:	[ ]
Fax:	[ ]

Post-Selection Process Assurances

The Proposer agrees to comply with Section 18 of the RFP and to execute and deliver the FBO Services Agreement in the form of the last version provided by the Authority to the Proposer prior to the Proposal Submission Deadline, which form of FBO Services Agreement is expressly incorporated as a part of the this Proposal. Furthermore, to the extent that there is any negotiation of the terms of the FBO Services Agreement with the Authority as provided for in the RFP, Proposer agrees to negotiate (x) in good faith and (B) in compliance with the requirements of the RFP.

Governing Law

This letter and the Proposal shall be governed by and construed in all respects according to the laws of the State of Alabama.

[*Signature Page Follows*]

Under penalty of perjury, I hereby:

(a) certify on behalf of the Proposer that the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the SOQ in respect of the Proposer have been authorized by such entity, and is or are correct, complete and not materially misleading; and

(b) swear and affirm that I am authorized to act on behalf of Proposer in signing and delivering this letter and acknowledge that the Authority is relying on my representation to this effect.

Proposer: _____

Name of Official Representative: _____

Signature of Official Representative: _____

Date: _____

NOTICE TO SIGNATORIES

A material false statement, omission or fraudulent inducement made in connection with this letter is sufficient cause for disapproval of the firm's participation in the procurement. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 U.S.C. § 1001, false statements).

Form 2 – Required Disclosures and Certifications

PART A:	COMPANY INFORMATION FORM
PART B:	CONFLICT OF INTEREST STATEMENT
PART C:	NON-COLLUSION AFFIDAVIT
PART D:	DEBARMENT AND SUSPENSION CERTIFICATION
PART E:	STATEMENT OF INSURANCE PROVIDERS
PART F:	CLAIMS HISTORY QUESTIONNAIRE
PART G:	CERTIFICATION REGARDING LOBBYING

Form 2 - Part A: Company Information Form

Instructions	
(1)	Proposers must complete all Parts of this Form 2, including this Part A.
(2)	Proposers should include all requested attachments to this Form 2 – Part A.
(3)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form 2.

COMPANY INFORMATION FORM

A. ROLE ON PROPOSER TEAM		
1.	Name of Entity Completing This Form:	[ ]
2.	Is entity a joint venture member of the entity in Section 1 above?	☐ Yes ☐ No
B. LEGAL INFORMATION		
1.	Type of Entity:	☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Joint Venture ☐ Other: [*If Other, provide explanation*]
2.	Name of Officials/Constituent Firms:	[***if a corporation**, provide name and address of each corporate officer and all stockholders owning more than 5% of the corporation stock*] [***if entity other than a corporation**, name and address of each partner, member, and/or constituent firm who own more than 5% interest in the entity*]

3.	If the entity is an unincorporated joint venture, is the J.V. "joint and several":	☐ Yes[3] ☐ No
4.	Year Established:	[ ]
5.	Jurisdiction Where Entity Formed or Incorporated:	[*if United States, provide state*] [*if other than United States, provide country*]
6.	Federal Tax ID No.:	[ ]
7.	North American Industry Classification Code:	[ ]
8.	Successor in Interest to Entity/Entities (if any, within past five years):	[ ]
9.	Additional Legal Names of Entity: (*if applicable, list any DBA names, trade or abbreviated names, or different Federal Tax IDs under which the entity has previously operated along with the status of such name (active or inactive*)	[ ]
10.	Business address:	[ ]
11.	Headquarters address:	[ ]
12.	Location(s) of office performing work:	[ ]
13.	Firm's relevant licenses, registrations and credentials:	[ ]
14.	Organizational Documents and Evidence of Right to Do Business in Alabama Attached: (*Attach copies of the organizational documents and, if available, evidence of the entity's right to conduct business in the State.*) ☐ Yes ☐ No: [*if No, provide explanation*]	

[3] **Note to Proposers:** If Proposer is expected to be a Joint Venture, and the obligations of the members and partners of such Joint Venture will not be joint and several, then such Proposer must clearly and specifically identify and explain the anticipated structuring of member and partner liabilities for such Joint Venture in its Proposal. Proposers should note, however, that the Authority may, in its discretion, based upon its review of a Proposal, require all members or partners to assume joint and several liability as a condition precedent to a Proposer being identified as a Preferred Proposer and entering into a FBO Services Agreement.

Form 2 - Part B: Conflict of Interest Statement

	Instructions
(1)	Proposers must complete all Parts of this Form 2, including this Part B. For any Proposer that is a Joint Venture, this Form must be completed by each joint venture member or partner.
(2)	If no conflicts of interest exist, Proposer should enter, "Not Applicable," in the "Narrative of Organizational Conflicts of Interest" section.
(3)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form 2.

CONFLICT OF INTEREST STATEMENT

I, the undersigned, am an authorized representative of [*Proposer Company Name*] and this statement is submitted in accordance with the Request for Proposals issued by the Montgomery Aviation Authority for the Management, Operation, and Development of the FBO at Montgomery Regional Airport (as amended, the "RFP"). Capitalized terms that are used below but not defined in this statement have the meaning given them in the RFP.

I hereby certify on behalf of [*Proposer Company Name*] that no actual, perceived, or potential conflict of interests exist as it relates to the procurement contemplated in the RFP, except as disclosed below in this statement.

NARRATIVE OF ORGANIZATIONAL CONFLICT OF INTEREST (if any)

Proposer: _____

Name of Official Representative: _____

Signature of Official Representative: _____

Date: _____

Form 2 - Part C: Non-Collusion Affidavit

Instructions

(1) Proposers must complete all Parts of this Form 2, including this Part C.
(2) For any Proposer that is a Joint Venture, this Form must be completed by each joint venture member or partner.
(3) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form 2.

NON-COLLUSION AFFIDAVIT

I, the undersigned, am an Official Representative of [*Proposer Company Name*] (the "firm") and this affidavit is submitted in accordance with the Request for Proposals issued by the Montgomery Aviation Authority for the Management, Operation, and Development of the FBO at Montgomery Regional Airport (as amended, the "RFP"). Capitalized terms that are used below but not defined herein have the meaning given them in the RFP.

The undersigned, attests that:

(a) the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company, or corporation;

(b) the Proposal is genuine and is not a collusive or sham Proposal;

(c) the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone will refrain from proposing;

(d) the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the prices of Proposer or any other Proposer, or to fix any overhead, profit, or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against MAA or anyone interested in the proposed agreement;

(e) all statements contained in the Proposal are true and, further, Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository, or any member, partner, joint venture member, or agent thereof to effectuate a collusive or sham Proposal;

(f) The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the FBO Services Agreement or rejection of all Proposals and cancellation of the RFP; and

(g) I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Proposal in connection with the RFP and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The undersigned under the penalties of perjury, affirms the truth hereof.

Proposer: _____

Name of Official Representative: _____

Signature of Official Representative: _____

Date: _____

Form 2 - Part D: Debarment and Suspension Certification

Instructions	
(1)	Proposers must complete all Parts of this Form 2, including this Part D. For any Proposer that is a Joint Venture, this Form must be completed by each joint venture member or partner.
(2)	Proposers should include all requested attachments to this Form 2.
(3)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form 2.

DEBARMENT AND SUSPENSION CERTIFICATION

I, the undersigned, am an authorized representative of [*Proposer Company Name*] and this certification is submitted in accordance with the Request for Proposals issued by the Montgomery Aviation Authority for the Management, Operation, and Development of the FBO at Montgomery Regional Airport (as amended, the "RFP"). Capitalized terms that are used below but not defined herein have the meaning given them in the RFP.

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from the transactions contemplated in the RFP;

(b) have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where Proposer is unable to certify to any of the statements in this certification, it will attach a certification to its Proposal stating that it is unable to provide the certification and explaining the reasons for such inability.

Proposer: _____

Name of Official Representative: _____

Signature of Official Representative: _____

Date: _____

Form 2 - Part E: Statement of Insurance Provider(s)

Instructions
Please generally see Section 6.2 of the RFP. In addition: (1) Proposers must complete all Parts of this Form 2, including this Part E. (2) Proposers should include all requested attachments to this Form 2. (3) Proposers may duplicate the insurer contact information table if additional insurers need to be included on this form. (4) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form 2.

STATEMENT OF INSURANCE PROVIDER(S)

I, the undersigned, am an authorized representative of [*Proposer Company Name*] and this statement is submitted in accordance with the Request for Proposals issued by the Montgomery Aviation Authority for the Management, Operation, and Development of the FBO at Montgomery Regional Airport (as amended, the "RFP"). Capitalized terms that are used below but not defined herein have the meaning given them in the RFP.

Attached are letter(s) and/or certificate(s) from insurance provider(s) for [*Proposer Company Name*] certifying that [*Proposer Company Name*] has insurance in accordance with the terms set forth in the RFP. Below is the contact information for each insurance provider(s) providing such letter(s) and/or certificate(s).

Insurer Contact Information	
Insurer:	
Company Name:	
Company Address:	
Contact Name and Phone:	

Proposer: _____

Name of Official Representative: _____

Signature of Official Representative: _____

Date: _____

Form 2 - Part F: Claims History Questionnaire

Instructions

Please generally see Section 6.2 of the RFP. In addition:

(1) Proposers must complete all Parts of this Form 2, including all tables in this Part F.
(2) This Form shall be completed with respect to the Proposer and all Key Personnel.
(3) If an entity has no record of the relevant claims history in any table in this form or if the requested information in any table in this form is not available, enter a declaratory statement to that effect.
(4) Insert additional rows to any table below, if needed.
(5) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form 2.

CLAIMS HISTORY QUESTIONNAIRE

Proposer Name: [ ]

Date: [ ]

TABLE 1: LITIGATION, CLAIMS, DISPUTE PROCEEDINGS, AND ARBITRATION			
NAME OF ENTITY			
Project Name + Owner/Agency/Entity that initiated the action	Brief Description of Action	Resolution of Action (please note if the action is outstanding)	Current Owner: Contact Name + Phone/ Email

TABLE 2: ASSESSMENT OF LIQUIDATED DAMAGES FOR DEFICIENT PERFORMANCE				
NAME OF ENTITY				
Project Name	Triggering Event for Liquidated Damages	Amount Assessed ($US)	Brief Description of Damage Claims by Owner + Resolution	Current Owner: Contact Name + Phone/Email

TABLE 3: DISCIPLINARY ACTION, DEBARMENT, SUSPENSION AND OTHER ACTIONS/PROCEEDINGS		
NAME OF ENTITY		
Project Name	Brief Description of Action + Resolution	Current Owner: Contact Name + Phone/Email

TABLE 4: TERMINATION FOR CAUSE AND DEFAULTS FOR DEFICIENT PERFORMANCE			
NAME OF ENTITY			
Project Name	Amount Assessed ($US)	Brief Description of Administrative Action + Resolution	Current Owner: Contact Name + Phone/Email

Form 2 - Part G: Certification Regarding Lobbying

Instructions	
(1)	Proposers must complete all Parts of this Form 2, including this Part G.
(2)	For any Proposer that is a Joint Venture, this Form must be completed by each joint venture member or partner.
(3)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form 2.

CERTIFICATION REGARDING LOBBYING

I, the undersigned, am an authorized representative of [*Proposer Company Name*] and this certification is submitted in accordance with the Request for Proposals issued by the Montgomery Aviation Authority for the Management, Operation, and Development of the FBO at Montgomery Regional Airport (as amended, the "RFP"). Capitalized terms that are used below but not defined herein have the meaning given them in the RFP. The undersigned certifies, to the best of their knowledge and belief that it complies with 31 USC §1352, as amended and all other applicable federal and State lobbying restrictions and specifically that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Proposer: _____

Name of Official Representative: _____

Signature of Official Representative: _____

Date: _____

Form 3 – Information Regarding Industry Experience

Instructions	
(1)	Proposers must complete this Form 3 in accordance with Section 14.3.
(2)	Duplicate this form as necessary so as to include all requested industry experience.
(3)	Bracketed and italic text in the "Response" column constitutes additional guidance for completing this Form, which should be deleted when completing the Form.
(4)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form 3.

INFORMATION REGARDING INDUSTRY EXPERIENCE

Proposer Name: [ ]

Date: [ ]

No.	Required Information	Response
I. Background Information		
(1)	Type of Project/Program:	*[e.g. airport operations and management]*
(2)	Type of Facility:	
(3)	Owner/Procuring Authority/Location:	
(4)	Description of Scope of Services and Work:	
(5)	Contract Term:	*[State both total term length and start and end dates for the contract]*
(6)	Current Status:	
II. Description of Proposer Involvement		
(7)	Proposer Team Member(s) Involved:	*[Including whether the entity was involved in all or just some phases or aspects of the project/program.]*
(8)	Key Personnel Involved, Roles and Responsibilities:	
III. Technical Information		
(9)	Relevance to Proposer's Conceptual Approach:	*[Brief description of how the identified projects/program demonstrates key elements of the Proposer's anticipated conceptual approach.]*
IV. Reference		
(10)	Name:	
(11)	Title and Employer (current):	
(12)	Title and Employer (at time of project/transaction):	
(13)	Role on the project:	

(14)	Relationship to project owner:	
(15)	Phone and Email:	
(16)	Location and Time Zone:	
(17)	Other:	

Form 4 – Cost, Fee, and Financial Investment Proposal

Instructions

Please generally see Section 15.2 of the RFP. In addition:

(1) Proposers must complete Part A of this Form in accordance with Section 4.5.1.
(2) Proposers must complete Part B of this Form in accordance with Section 4.5.2.
(3) Proposers must complete Part C of this Form in accordance with Section 4.5.3.
(4) Proposers must complete Part D of this Form in accordance with Section 4.5.4.
(5) Proposers may use the "COMMENTS" column to provide a cross reference to parts of their Proposals that include relevant details.
(6) Proposers may add additional rows in each of Part of this Form as needed to describe additional payments in accordance with the RFP.
(7) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

COST, FEE, AND FINANCIAL INVESTMENT PROPOSAL

Proposer Name: [ ]

Date: [ ]

ITEM NO.	DESCRIPTION	ITEM TOTAL	COMMENTS
Part A:	**Payment for Transition Consulting Services**		
1.1	Consulting Fee (flat fee)	$ [ ].00	
1.2	Consulting Fee (hourly rate)	$ [ ].00	
	Total Consulting Price	**$ [ ].00**	

Part B:	Payment for Management Services and Budgeted Operating Costs		COMMENTS
2.1	Base Annual Fee for Operating Year 1	$ [ ].00	
2.2	Base Annual Fee for Operating Year 2	$ [ ].00	
2.3	Base Annual Fee for Operating Year 3	$ [ ].00	
2.4	Base Annual Fee for Operating Year 4	$ [ ].00	

ITEM NO.	DESCRIPTION	ITEM TOTAL	COMMENTS
2.5	Base Annual Fee for Operating Year 5	$ [ ].00	
2.6	Incentive Fee	[ ]%	
2.7	Budgeted Operating Cost for Operating Year 1	$ [ ].00	
2.8	Budgeted Operating Cost for Operating Year 2	$ [ ].00	
2.9	Budgeted Operating Cost for Operating Year 3	$ [ ].00	
2.10	Budgeted Operating Cost for Operating Year 4	$ [ ].00	
2.11	Budgeted Operating Cost for Operating Year 5	$ [ ].00	
	Total Management Fee + Budgeted Operating Costs for initial five (5) Operating Years	**$ [ ].00**	

Part C:	Investments Related to Capital Work		
3.1	Minimum Investment in Required Improvements	$ [ ].00	
3.2	Minimum Investment in Capital Improvement Projects	$ [ ].00	
	Total Proposed Capital Investment	**$ [ ].00**	

Part D:	Pricing for Optional Scope and Option Terms		
4.1	Pricing for Additional Services (hourly rate)	$ [ ].00	
4.2	Amount of Optional Capital Investments	$ [ ].00	
4.3	Fuel Flowage Fee	$ [ ].00	
4.4	Collection of MAA-imposed Fees	[ ]%	
4.5	Minimum Facilities Rent	$ [ ].00	
4.6	Minimum Ground Rent	$ [ ].00	
4.7	Minimum Annual Guarantee	$ [ ].00	
4.8	Minimum Annual Escalation Amounts	[ ]%	
4.9	Additional Optional Scope Pricing Elements	$ [ ].00	

Form CMT – RFP Comment Submission Form

Instructions

Please generally see Section 7.3 of the RFP. In addition:

(1) Proposers shall submit RFP Comments in Microsoft® Word or compatible format.

(2) RFP Comments should be ordered sequentially and organized by reference to the order in which they appear in the RFP.

(3) Proposers should consider relevance, brevity and clarity when submitting RFP Comments. As such:

- (a) each comment should address a single issue (i.e. multiple issues, unless substantively related, should not aggregated into a single comment);
- (b) any single comment that complies with instruction (3)(a) above may include list numbering to facilitate review and response (bulleted list should not be used); and
- (c) each comment should indicate why it has been made (or, as applicable, repeated).

(4) RFP Comments should not identify the Proposer (or any member of such Proposer's team) in the body of the question.

(5) Proposers should delete this instructions box and additional instruction notes prior to submitting any RFP Comments using this form.

RFP COMMENT SUBMISSION FORM

RFP Comment Submission No. [ ][4]

Proposer Name: [ ]

Date: [ ]

NO.	REFERENCE (e.g. RFP section, Attachment, Form, FBO Service Agreement section, etc.)	RFP COMMENT	For Authority Use Only

[4] **Note to Proposers:** Sequentially number each set of the RFP Comments submitted.

	Click here to enter text.	Click here to enter text.	
	Click here to enter text.	Click here to enter text.	
	Click here to enter text.	Click here to enter text.	
	Click here to enter text.	Click here to enter text.	
	Click here to enter text.	Click here to enter text.	
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