

**Sedona–Oak Creek Airport Authority**

**Request for Proposals**

**Ground Lease and Development of**

**Non-aviation Support Revenue Use**

**At the Sedona-Oak Creek Airport**

Sedona-Oak Creek Airport Authority

235 Air Terminal Drive

Sedona, AZ 86336

**Issued**

June 29th, 2022

**Proposal Due Date**

September 29th, 2022

by 3:00 PM Local Time

**REQUEST FOR PROPOSALS ("RFP")**  
**GROUND LEASE AND DEVELOPMENT OF NON-AVIATION SUPPORT REVENUE USE**  
**AT THE SEDONA-OAK CREEK AIRPORT**

**RFP CONTENTS:**

- I.** Overview
- II.** TimeLine
- III.** Airport Information
- IV.** RFP Required Submittals
- V.** Instructions for Responses
- VI.** General Information on Lease
- VII.** Site Inspection
- VIII.** Required Submittals
- IX.** Insurance Requirements
- X.** Additional Terms and Conditions
- XI.** Evaluation and Selection Process
- XII.** Appendix

DATE RELEASED: June 29<sup>th</sup>, 2022

## I. Overview

The Airport Master Plan identifies the parcel(s) contained herein as for non-aviation support revenue use. Appropriate aviation development will also be considered. The Sedona-Oak Creek Airport Authority desires to develop this 4.6 acres of land. To this end, the Authority has had the parcel surveyed and appraised. The appraised value will be utilized as a basis for the minimum acceptable proposal based on the square foot rate.

The Sedona Oak-Creek Airport Authority is open to any and all proposed use of the 4.6 acres. Proponents must be aware of the airport's Building Restrict Line identified in the Airport Master Plan (this plan is available on the airport website, <https://sedonaairport.org/administration>.)

Of particular interest to the project, proponents will be the requirement to provide fire suppression water to meet codes associated with the premises proposed. The Yavapai County permitting process will govern the improvements. Sedona Fire District applies the local fire code. Sedona City codes may apply depending on proposal.

## II. Timeline

Release of RFP	June 29 <sup>th</sup> , 2022
Optional Site Visit	July 14 <sup>th</sup> , 2022
Deadline for Respondent Questions	July 28 <sup>th</sup> , 2022
Deadline for Final Respondent Questions	September 15 <sup>th</sup> , 2022
Deadline to Submit Proposals	September 29 <sup>th</sup> , 2022

Sealed proposals shall be clearly marked **"4.6 Acre RFP"** and will be received until 3:00 pm local time on **September 29<sup>th</sup>, 2022**, at the following location:

Sedona Airport Manager

Attn: Edward Rose

235 Air Terminal Drive

Sedona, Arizona, 86336

If mailed, it is recommended that Respondents confirm receipt of the proposal by the SOCAA.

**Faxed, emailed or late submittals will not be considered.**

**SOCAA reserves the right to alter the schedule and/or to add additional public meetings to the schedule dependent upon the quantity and/or quality of responsive proposals received.**

### **III. Airport Information**

The Sedona Airport has been operated by SOCAA since 1994. The Airport is used primarily by General Aviation operators. Sedona Airport is a non-towered airport located 2 miles southwest of the central business district of Sedona, a city of Yavapai County, AZ, and is classified in the FAA's National Plan of Integrated Airport Systems ([https://www.faa.gov/airports/planning\\_capacity/npis/](https://www.faa.gov/airports/planning_capacity/npis/)) as a local-basic airport. The Airport property consists of approximately 220 acres. SOCAA, doing business as Red Rock Aviation, operates the only Fixed Base Operator ("FBO"). SOCAA also operates the General Aviation business terminal. Red Rock Aviation's airport services include full-service aircraft refueling, hangar rentals, transient parking, aircraft maintenance, and other FBO services.

The Airport has one Fixed Based Operator (FBO), Red Rock Aviation. The FBO provides aircraft fueling, line services, parking and hangar space, and other concierge-type services. In addition to the FBO, there is one on-airport rental car business in the terminal. Adjacent to the Airport there is a full-service restaurant, a fully licensed A&P mechanic on the field, as well as a hotel located on the mesa.

Red Rock Aviation is open 7 days a week, 364 days a year. Summer Hours (May-Sept) are 7:00 a.m. – 6:00 p.m. and Winter (Oct-Apr) 7:00 a.m. – 5:00 p.m. Fully staffed, the airport employs seven full-time Operations, Line Technicians who are responsible for the day-to-day operations and maintenance requirements on the airport. Administration has five full-time staff who provide administration, billing invoicing, and overall customer support.

The Airport currently has 102 hangars, of which SOCAA owns twenty-seven (27). Seventy-nine (79) aircraft are currently based at the Sedona Airport and year-to-date, the Airport has averaged between 2,800 and 3,200 operations per month (30,000-40,000 operations per year on average). The Sedona Airport has one runway, associated taxiways, runway safety areas, and a runaway protection zone. Runway 03/21 is 5,132 feet long and 100 feet wide.

Frequent private jet traffic has resulted in increased jet fuel sales over the past 4 years at the Sedona Airport. The Airport is also home to numerous rotating fire HELITAC crews throughout the fire season (May-August), as well as two helicopter tour companies that call the Airport home.

The Airport's capital improvement program includes a \$4 million fuel farm to allow for two new 15K Jet A tanks, one 12K Avgas Tank, as well as the new fuel tanks to be equipped with a Scully system. The new fuel farm will comply with all Federal Aviation Regulations and applicable NFPA standards as well as have reclaim tanks for each tank resulting in saving fuel sump waste.

The SOCAA financially supports itself directly from aviation fuel sales, airport user fees, and lease revenues, and indirectly by airport user taxes. No local, state or federal general taxes directly support the SOCAA. The SOCAA receives some state and federal financial funds for select capital projects.

Additional information about SOCAA and Red Rock Aviation can be obtained from the official website, <https://sedonaairport.org/>.

#### **IV. RFP Submission Requirements**

**No later than 3:00 p.m. on September 29th, 2022**, interested parties must deliver a written proposal to:

Sedona Airport Manager

Attn: Edward Rose

235 Air Terminal Drive

Sedona, Arizona, 86336

At that time, proposals will be publicly opened and read aloud, recording only the name of the respondent(s). All other information shall remain confidential until the SOCAA Board of Directors approves an award to the proposal determined to be most advantageous to SOCAA and Yavapai County, in a public meeting.

## **REQUEST FOR PROPOSALS**

The Sedona-Oak Creek Airport Authority is seeking sealed submittals for:

A ground lease and development agreement between Lessee and the Sedona-Oak Creek Airport Authority and Yavapai County, a political subdivision of the State of Arizona. The lease shall be subject to the terms and conditions approved by the Sedona-Oak Creek Airport Authority (SOCAA) and the County of Yavapai. The Sedona-Oak Creek Airport Authority, contingent upon the approval of Yavapai County, will lease to one lessee up to approximately 4.6 acres of land located at the Sedona Airport, 235 Air Terminal Drive, Sedona, AZ, 86336, for the purpose of constructing the improvements proposed. A formal parcel description and plot plan are included as exhibits "Attachment A".

The Sedona-Oak Creek Airport Authority will accept proposals for the following lease package:

ONE Lessee for the land available to install improvements as proposed.

An evaluation committee will be selected to review and rank all proposals based on the evaluation criteria contained herein. The evaluation committee shall determine whether an applicant's proposal meets the minimum qualifications. At any point in the process, the evaluation committee may, at its discretion, terminate negotiations with any and all respondents.

Based on the criteria established, an evaluation committee will be selected to review and rank all proposals. The evaluation committee shall determine whether an applicant's proposal meets the minimum qualifications. At any point in the process, the evaluation committee may, at its discretion, terminate negotiations with any and all respondents.

Interested parties must submit a written proposal to the Sedona Airport Manager, Attn: Edward Rose, 235 Air Terminal Drive, Sedona, Arizona, 86336, by **3:00 p.m., September 29<sup>th</sup>, 2022**, at which time the proposals will be publicly opened and read aloud recording only the name of the respondent(s). All other information shall remain confidential until the Sedona-Oak Creek Airport Authority awards the lease determined to be most advantageous to SOCAA and Yavapai County, in a public meeting. The award of the successful proposal is expected in November 2022.

The request for proposals may be obtained by visiting The Sedona-Oak Creek Airport website: <https://sedonaairport.org>, The American Association of Airport Executives website: <https://aaae.org/>, The Arizona Airports Association website: <https://www.azairports.org/>, or by contacting Mr. Edward Rose, Airport Manager, at

Mailing Address: Mr. Edward Rose, Airport Manager, 235 Air Terminal Drive, Sedona, Arizona, 86336

Delivery Address: Mr. Edward Rose, Airport Manager, 235 Air Terminal Drive, Sedona, Arizona, 86336

Or,

E-mail: [ed@sedonaairport.org](mailto:ed@sedonaairport.org)

during regular business hours from 8 am-4 pm Monday-Friday. In its sole discretion, the Sedona-Oak Creek Airport Authority may extend the time and place for the opening of proposals from that described in the advertisement by providing not less than two (2) calendar days' notice, by posting an Addendum on the Sedona-Oak Creek Airport Authority's website, <https://sedonaairport.org>, and by providing notice thereof by certified delivery, facsimile machine, or other electronic means such as email, to those potential respondents who obtained copies of the RFP and providing notice thereof to Mr. Edward Rose at email: [ed@sedonaairport.org](mailto:ed@sedonaairport.org).

Respondents having questions concerning the proposal should submit them in writing via email no later than **12 p.m., September 15<sup>th</sup>, 2022**, to Mr. Edward Rose, Airport Manager at [ed@sedonaairport.org](mailto:ed@sedonaairport.org).

## **V. Instructions for Responses**

- A. Each written proposal, four (4) copies, must be submitted in a sealed envelope, addressed to:  
**Mr. Edward Rose, Airport Manager, 235 Air Terminal Drive, Sedona, Arizona, 86336.**
- B. It is the respondent's responsibility to ensure that its proposal is received at the proper location by the specified time. Submittals delivered to a location other than the above will not be considered duly delivered.
- C. Each sealed envelope containing a proposal must be plainly marked on the outside as "4.6 Acre RFP" and bear the name and address of the respondent(s).
- D. Proposals may be hand-delivered or sent via USPS, UPS, FedEx, or other parcel services. FAX proposals will not be accepted. If sent by U.S. Mail, the sealed envelope should be

sent by certified mail and be indicated as received on the certified receipt prior to the Proposal Deadline.

- E. Late proposals will not be accepted. Delays due to mail and/or delivery handling, including, but not limited to delays within SOCAA's internal distribution systems, do not excuse the respondent's responsibility for submitting its proposal to the correct location by the stated deadline.
- F. The Sedona-Oak Creek Airport Authority may extend the time and place for the opening of proposals from that described in the advertisement, by providing not less than two (2) calendar days' notice, by posting an Addendum on the Sedona-Oak Creek Airport website, <https://sedonaairport.org>, and by providing notice thereof by certified delivery, facsimile machine, or other electronic means such as email, to those potential respondents who obtained copies of the Request for Proposals and provided notice thereof to Edward Rose, Airport Manager at the email address provided herein.
- G. The Sedona-Oak Creek Airport Authority reserves the right to reject any and all proposals, to waive any informalities in proposals received, except with respect to the date, time, and place where documents are submitted, to cancel this RFP in whole or in part, to reissue this RFP and/or to accept or reject items of proposals received.
- H. In the event this RFP is canceled in whole or in part prior to the opening of proposals, all respondents shall receive a Notice of Cancellation and all proposals received shall be returned to the respective respondents unopened.
- I. All submittals, whether selected or rejected, shall become the property of SOCAA and will not be returned.
- J. All responses will be considered public information subject to Arizona's Public Record Laws, A.R.S. § 39-121, et seq, and, subsequent to the award of this RFP, all or part of any submittal will be released to any person or firm who requests it unless SOCAA determines to withhold it as permitted by Arizona law. A firm shall specify within its cover letter if it desires that any portion of its RFP submittal be treated as proprietary or confidential and not releasable as public information. All such requests are subject to SOCAA legal review and approval.
- K. Each firm is solely responsible for all costs and expenses of any nature associated with responding to the RFP, including, but not limited to, attending the site visit, interviews, negotiations, and best and final offers, if applicable. SOCAA will not reimburse such costs in whole or in part under any circumstance.

**Faxed, emailed or late submittals will not be considered.**



## **VI. General Information Regarding Lease**

The Sedona-Oak Creek Airport Authority will lease to one lessee, approximately 4.6 acres of unimproved land located on the Sedona Airport, 235 Air Terminal Drive, Sedona, Arizona, 86336. The lessee shall be required to construct proposed improvements complying with all applicable codes, at the Lessee's sole expense.

**The Minimum responsive lease proposal has been established by appraisal.** The ground lease area covers the entire footprint, and any ancillary uses for the benefit of the leaseholder such as but not limited to: parking, outside utility pads, driveaways, fire suppression water storage/delivery, etc. The property shall be used for the purpose of engaging in non-aviation support revenue or aviation activities, as defined by the Federal Aviation Administration. Activities may be commercial or non-commercial in nature. Lessee(s) will be subject to Sedona Airport Policies established by the Sedona-Oak Creek Airport Authority and/or the County of Yavapai.

Proposed length of the lease. (A maximum twenty-five-year initial term. The option will be at the fair market value and include annual escalations.) At the conclusion of the lease, all improvements will be turned over to and become the property of the Sedona-Oak Creek Airport Authority, or its successor organization, or the County of Yavapai.

Lessee shall be solely responsible for all costs relating to the property being leased, including project-required infrastructure, in addition to the rent fee applied under the ground lease.

The Successful Respondent shall be required to provide a performance bond in the amount equal to the costs for constructing the proposed improvements.

The Successful Respondent shall design and permit the project within six (6) months of approval by the SOCAA Board of Directors, award a contract within seven (7) months, and start construction within nine (9) months of award of this RFP or approval of a negotiated lease/development agreements.

An on-site inspection of the area to be offered will take place July 14<sup>th</sup> at 10 am, at the Sedona Airport. It is strongly recommended that all respondents or respondents' representatives attend this on-site inspection.

In accordance with federal regulations, an airport sponsor, including the SOCAA, may elect to provide certain aeronautical services directly using its own employees, vehicles, equipment, and resources. In this case, the sponsor can exercise its proprietary Exclusive Right. **The SOCAA, as the sponsor of Red Rock Aviation, declares its proprietary exclusive right to provide the sale of aviation fuels.**

Terms of the lease shall be "Triple Net" – lessee shall be solely responsible for all costs relating to the property being leased, including project required infrastructure, in addition to the rent fee applied under the lease.

The Successful Respondent shall be required to provide a performance bond for 100% of the total construction costs, prior to the start of work, in the amount equal to the costs for constructing the proposed building(s) and improvements.

Respondents are advised that the development shall be subject to all applicable building, zoning, and development codes, including permitting requirements and all applicable FAA standards, design criteria, and regulations. It should be noted and understood that buildings and construction materials may not interfere with navigational aids.

The successful Respondent must submit an FAA Form 7460-1 and receive a determination of no hazard from the FAA Obstruction Evaluation Airport Airspace Analysis per 14 CFR part 77. This requirement is to ensure the construction does not create an obstruction to air navigation, operationally impact the airport, or cause interference with any radio navigational aids.

#### Reference

Additionally, prior to commencement, any and all airport development shall be reviewed and approved by the FAA in accordance with federal standards through the agency's Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) process or its successor process, if applicable. More information about the OE/AAA process can be found here:

<https://oeaaa.faa.gov/oeaaa/oe3a/public/#/public>.

Respondents are advised that airport security must be maintained throughout all stages of the development, construction, and operation of the proposed facility.

The building(s) shall conform to the latest standards as established by the National Fire Protection Association.

The Premises shall be delivered in "as is" condition, including, without limitation, any limitation, any existing utility and/or aviation easements, subsurface conditions, existing structures, the presence of oil or hazardous materials, and laws ordinances, and regulations affecting the same. SOCAA makes no representation or warranties of any kind, expressed or implied, in fact, or by law, with respect to the condition of the Premises.

The Respondent shall be solely responsible for conducting its own due diligence to determine the suitability of the Premises for the use and financial investment proposed. All plans and specifications for the development shall be subject to specific approval by the SOCAA prior to the commencement of construction.

## **VII. Site Inspection**

- a. **An on-site inspection of the Lease Parcel 5 will take place at 10:00 a.m., July 14th, 2022, at Sedona Airport 235 Air Terminal Drive, Sedona, Arizona, 86336.**
- b. It is strongly recommended that all respondents or respondents' representatives attend this on-site inspection. Attached as "Attachment A" are the parcel's legal description and survey.
- c. Respondents are encouraged to examine all utilities serving the parcel in the development of their proposal.
- d. Respondents are responsible for inspecting the Property first-hand and for ascertaining measurements, conditions, code requirements, any required federal, state, or local approvals needed for the project, and any design requirements in connection with their contemplated financing and redevelopment.

## **VIII. Required Submittals**

The following information must be included in the Respondent's proposal. Proposals must be typewritten on one side of 8 ½" by 11" paper using a minimum 12-point type size. Failure to provide any of the required information will result in the rejection of the proposal:

- A. Cover Page and Business Plan: Respondent's informational cover page includes the following:
  - (1) The Respondent's legal name.
  - (2) Respondent's mailing address.
  - (3) Respondent's telephone and facsimile numbers.
  - (4) Respondent's email address.
  - (5) Name of Respondent's representative or contact person.

(6) Representative's phone number

(7) Representative's email address.

B. Business Information (if the proposed lessee is a business entity). Please provide a full description of the Respondent's business, including the following information:

(1) A description of the business, including any relationship to a larger corporate entity.

(2) Names and Bios of owners and key officers.

C. If commercial use is proposed, please provide an abbreviated business plan for the operation. At a minimum, the plan shall include:

(1) Detailed description of the business and the goods/services to be provided;

(2) Mission statement;

(3) Goals;

(4) Strategies;

(5) Budget, funding sources, anticipated income, and future projections; and

(6) Anticipated job creation and other benefits to the local economy and community.

D. Management

(1) If commercial use is proposed, provide the name and qualifications of the anticipated on-site manager for the operation; or

(2) If a non-commercial use is proposed, provide the name and qualifications/position of the anticipated primary contact person for the proposed lease.

E. Past Performance

(1) If commercial use is proposed:

- a. Provide documentation to support the experience and history of the Respondent. Include the names, qualifications, and contact information for all persons and entities having a beneficial and/or financial interest in the proposal, as well as the names, qualifications, and contact information of corporate/company officers and/or owners;
- b. Provide a list of all airports that the Respondent and its principals have operated out of within the last five (5) years. If more than five (5) years have elapsed since the last experience, include previous on-airport experience with an explanation of the reason(s) for the gap;
- c. Provide a description of the operations at each of the prior airports and explain the relevance of the prior experience to the proposed use of the Premises. Provide an airport point of contact as a reference for each airport listed; and
- d. Provide statistics to substantiate prior operations if the Respondent has previously performed activities similar to those proposed.

(2) If a non-commercial use is proposed:

- a. Provide the names and contact information for all persons and entities having a beneficial and/or financial interest in the proposal, as well as the names and contact information for any corporate/company officers and/or owners;
- b. Provide a list of all airports at which the Respondent and any of the persons or entities listed above have held a leasehold interest within the last five (5) years. If more than five (5) years have elapsed since the interest, include previous airport lease experience with an explanation of the reason(s) for the gap; and
- c. Provide a brief description of the use of the leasehold property at each of the prior airports and explain any relevance to the proposed use of the Premises. Provide an airport point of contact as a reference for each airport listed.

F. Provide documentation to demonstrate:

- (1) Respondent is an active business in good standing (if applicable);
- (2) Respondent possesses the applicable FAA certificates to perform as proposed (if applicable);
- (3) Evidence of Respondent's financial capacity to perform as proposed; and
- (4) Evidence of Respondent's ability to meet or exceed the standard insurance requirements contained in section VIII Insurance Requirements.

G. Land Rent: Proposed annual land rent per square foot and proposed rent escalation.

H. Lease Terms: Proposed length of the lease. (A maximum twenty-five-year initial term. The option will be at the fair market value and include annual escalations) At the conclusion of the lease, all improvements will be turned over to and become the property of the Sedona-Oak Creek Airport Authority, or its successor organization, or the County of Yavapai.

I. Proposed annual aviation fuel product purchases. (If applicable)

J. Anticipated Annual operations (landings and take-offs) (if applicable) by aircraft type.

K. Cumulative weight of proposed aircraft: (if applicable) The maximum gross Takeoff weight of each aircraft proposed to be stored in the hangar shall be aggregated to achieve this number.

L. Ability to Provide Fire Suppression Water: Respondents must also include a proposed plan to provide fire suppression water to meet codes associated with the premises proposed. Sedona Fire District applies the local fire code.

M. Efficient Use of the Space Available: A summary of the Respondent's proposed use of the facility being leased, including the following information:

- (1) Describe how the use will benefit the area's aviation community.
- (2) Catalog cuts of the building(s), doors, and major appurtenances to be included in the project.

- (3) A layout (diagram) of the proposed improvements situated on a map.
- (4) A Layout (diagram) of any proposed well or septic device locations.
- (5) A layout (diagram) of any proposed automotive parking.
- (6) A layout (diagram) of any perimeter fencing alterations/improvements (i.e., access gate)

N. Development Plan: The written proposal must address the following:

- (1) Description of proposed construction materials, methods, and finishes, as well as construction administration and inspections services by an Arizona license firm;
- (2) Evidence of compatibility with existing businesses, land uses, and airport operations;
- (3) Proposed size of the building(s) and type of construction
- (4) Type aircraft to be stored in the hangar(s), justification of expected aircraft will be required. (if applicable)
- (5) Proposed construction schedule
- (6) Safety/Security plan during construction;
- (7) Evidence of the ability to obtain insurance coverages in the amounts as required, as specified, by SOCAA; and
- (8) Anticipated challenges or barriers to development and plan to overcome them.

O. Statement of Drug-Free Workplace.

P. Non-Collusion Affidavit.

V. Provide any additional information that you believe would assist the SOCAA in the evaluation of the proposal.

## **IX. Insurance Requirements**

Prior to construction, SOCAA shall review/approve the insurance to be supplied by the contractor(s) that will install the improvements, including Workers' Compensation, commercial general liability, business auto, and Builder's risk. Minimum liability limits shall be **\$1MM** to **\$5MM**.

Commercial entities operating within the proposed improvement area shall be required to maintain insurance as outlined in the above paragraph.

Private entities operating within the proposed project area shall secure liability insurance which insures against bodily injury and property damage claims arising from the entities' ownership, maintenance, or use of entity owned machinery while the machinery is stored at or being operated to or from the leased property, with a combined single limit of **\$1MM** per occurrence.

## **X. Additional Terms and Conditions**

- A. The following may be used as grounds for declaring a proposal "non-responsive":
  - (1) The proposer does not meet the qualifications, standards, and requirements established in the Minimum Standards for Sedona Airport.
  - (2) The proposer's proposed operations or construction will create an unacceptable safety hazard on the Sedona Airport.
  - (3) The granting of the proposal will require the expenditure of SOCAA or Yavapai County funds, labor, or materials on the facilities described in or related to the application, or the operation will result in a financial loss to SOCAA or Yavapai County.
  - (4) Any party submitting a proposal or having an interest in the business has supplied false information or has misrepresented any material fact in the proposal or in the supporting documents or has failed to make full disclosure on the proposal.
  - (5) Any party submitting a proposal or having an interest in the business has a record of violating the rules, policies, or Rules and Regulations of this or any other Airport, or the Federal Aviation Administration rules or regulations.
  - (6) Any party submitting a proposal or having an interest in the business has defaulted in the performance of any lease or other agreement with SOCAA or Yavapai County or any lease or other agreement on any other airport.



- (7) Any party submitting a proposal or having an interest in the business is not sufficiently creditworthy and responsible in the judgment of SOCAA or Yavapai County to provide and maintain the business to which the application relates and to promptly pay amounts due under an Agreement.
  - (8) Any party that has been litigious with any and all parties in which they have had a lease or other agreement with any airport.
- B. SOCAA shall not be held responsible for any oral instructions. Any changes to this RFP will be in the form of an Addendum, which will be posted promptly on SOCAA's website and distributed to each firm's designated contact person, who will be required to acknowledge receipt.
- C. SOCAA reserves the following rights, in its sole discretion, with regard to the RFP process:
- (1) To abandon the RFP process, including the right to designate a redeveloper/lessee and/or award any contract related to this RFP, for any reason or no reason.
  - (2) To accept the proposal(s) that, in SOCAA's sole judgment, best serves SOCAA's interests.
  - (3) To waive any condition, requirement, or formality that would otherwise have constituted nonconformance with the provisions of this RFP.
  - (4) To reject any or all proposals.
  - (5) To reject incomplete or non-responsive proposals.
  - (6) To change or alter the terms and/ or schedule of this RFP.
  - (7) To request additional information and undertake actions necessary to clarify or verify information provided by any respondent.
  - (8) To interview and/or negotiate with any or all respondents, or to decline to interview and/or negotiate with any or all respondents.

D. By the act of submitting a response to this RFP, the respondent certifies that:

- (1) The proposer and each person signing on behalf of any respondent certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by SOCAA or Yavapai County, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the respondent's response to this solicitation.
- (2) The proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the respondent shall accept the contract documents thereto unless substantive changes are made in same without the approval of the proposer.
- (3) The proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed lease agreement.
- (4) The proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
- (5) The proposer can meet any and all registration and certification requirements as set forth and required under Arizona law and this RFP.

#### **XI. Evaluation and Selection Process**

Each RFP response will be reviewed for compliance with the terms and conditions of this RFP. Any proposal that is deemed not responsive to the RFP will be rejected. Based on the criteria established, an evaluation committee will be selected to read, screen, and rank all proposals.

Evaluation by the airport general manager and others as appropriate to the proposed improvement, each compliant response to the RFP and, at its sole discretion, may elect

to request some or all respondents to give presentations of their proposals, which will determine whether the Authority may enter into negotiations with the highest-ranked Respondent

The proposals shall be evaluated based on the criteria set forth below:

**SOCAA will consider the totality of compliant proposals and will select the proposal in SOCAA's best interest, based on the evaluation criteria set forth in this RFP.**

#### **A. EVALUATION CRITERIA**

Proposals will be evaluated based on the following criteria (maximum of 100 points).

1. **Cover Page and Business Information** – (05 points)
2. **Land Rent and Lease Terms**– (20 points)
3. **Ability to Provide Fire Suppression Water**-( 20 points)
4. **Efficient use of the Space Available** –(10 points)
5. **Development Plan** –(20 points)
6. **Economic Benefit to the Sedona Airport**-( 15 points)
7. **Economic Benefit to the Community (number and type of jobs that will be generated, if any)** – (10 points)

#### **B. SELECTION PROCESS**

- (1) SOCAA reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a respondent to respond to such a request for additional information or clarification could result in a finding that the respondent is nonresponsive and consequent rejection of the proposal.
- (2) SOCAA may obtain information from any legal source for clarification of any proposal or for information on any respondent.

- (3) SOCAA may perform, at its sole option, investigations of the responsible respondent. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by SOCAA, become part of the public record and may be disclosed accordingly.
- (4) SOCAA reserves the right, in its sole discretion, to negotiate with responsive and responsible respondents within a competitive range, to ask respondents to make presentations to the evaluation committee, and to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best and final offers ("BAFO"). Nothing herein shall require SOCAA to negotiate with any respondent, to allow presentations, or to allow BAFOs.

#### **C. NO CONTACT DURING EVALUATION**

- (1) All firms interested in this RFP (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact to influence the selection or create bias in the selection process with any person who may play a part in the selection process, including, but not limited to, the evaluation committee or any member of the SOCAA Board of Directors.
- (2) This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and protect the integrity of the selection process. All contact on this selection process must only be addressed to Mr. Ed Rose.
- (3) No firm, including anyone directly or indirectly on behalf of such firm, shall attempt to influence any part of the process. From the time the RFP is issued until the SOCAA Board makes the contract award (the "Black-Out Period"), firms directly or indirectly through others, are restricted from attempting to influence in any manner the decision-making process through, including, but not limited to, the use of paid media; contacting or lobbying the SOCAA Board of Directors; contacting reporters; contacting evaluators; submitting letters, e-mail messages or other similar forms of communications to the editor of newspapers and other media for publication or ghostwriting or otherwise requesting others to submit such letters, e-mail messages or other similar forms of communication; responding to questions from media or other sources regarding the RFP or their submittal during the "Black-Out Period" or in any other way which could be construed to influence any part of the decision making process about this RFP. Violation of this provision will cause the proposal of the firm found in violation to be.

## **XII. Appendix**

# **Attachment A**

Legal Description  
SWI Job #21294  
March 25, 2022  
Sedona Airport  
Lease Parcel 5

The following is a description of a parcel of land being a portion of Section 13, Township 17 North, Range 5 East, Gila and Salt River Meridian, Yavapai County Arizona, more particularly described as follows:

Commencing for reference at the west quarter corner of said section 13, from which, the northwest corner of said section 13 bears North  $0^{\circ}03'12''$  East 2547.64', a distance of 2547.64 feet (measured and basis of bearings for this description);

Thence South  $32^{\circ}11'31''$  East, a distance of 1309.60 feet to the True Point of Beginning;

Thence North  $55^{\circ}55'55''$  East, a distance of 639.47 feet;

Thence South  $05^{\circ}15'45''$  West, a distance of 660.00 feet;

Thence South  $59^{\circ}50'45''$  West, a distance of 119.46 feet;

Thence South  $43^{\circ}18'28''$  East, a distance of 263.12 feet;

Thence South  $46^{\circ}41'32''$  West, a distance of 20.00 feet;

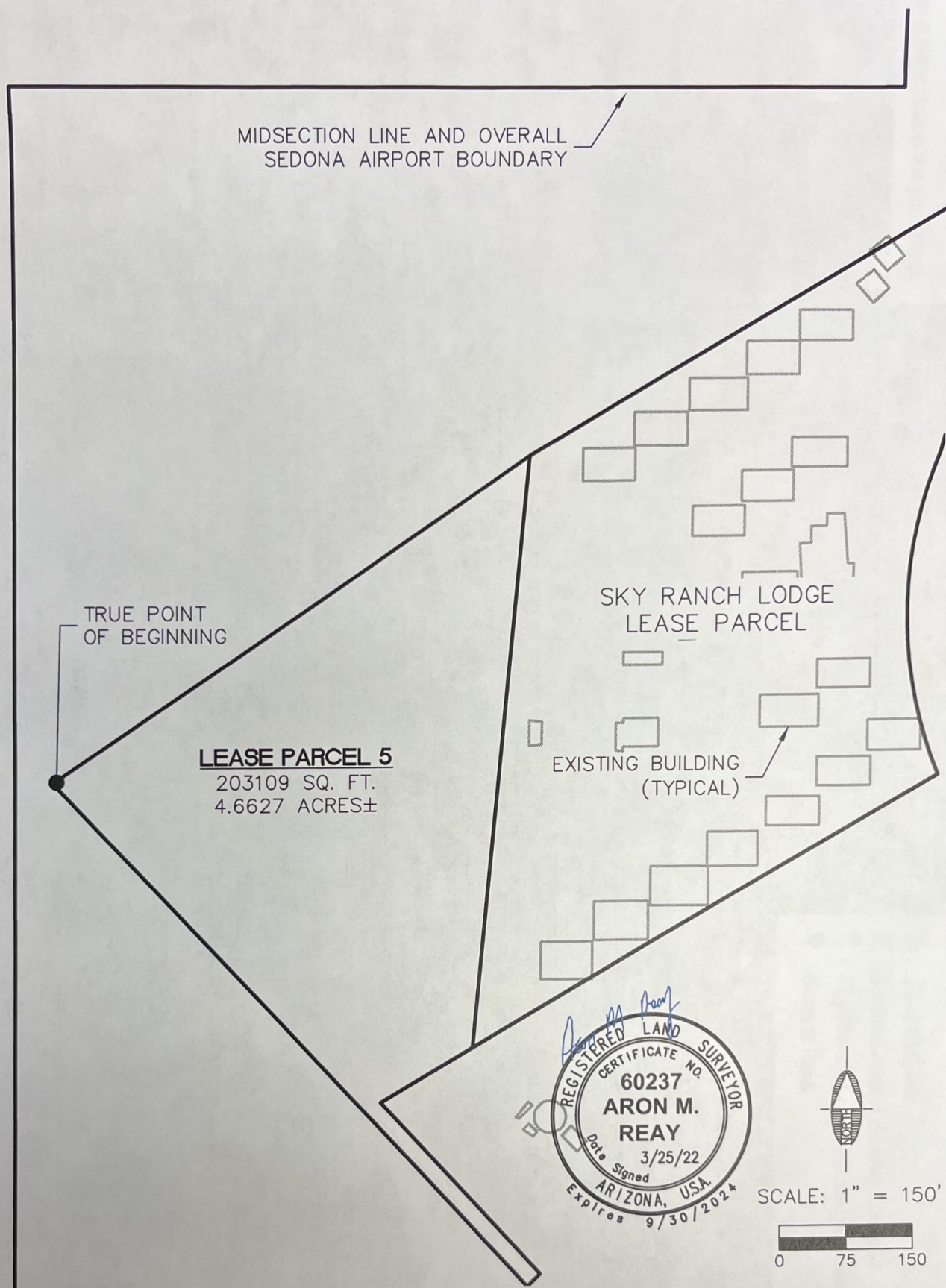
Thence North  $43^{\circ}18'28''$  West, a distance of 775.33 feet to the True Point of Beginning.

Containing 203109 square feet (4.6627 Acres) more or less.

This legal description was prepared by Aron M. Reay, RLS at the request of Shephard-Wesnitzer, Inc.  
This legal description was prepared without the benefit of a boundary survey.







Shephard & Associates, Inc.

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Sedona, AZ 86336  
928.282.1061  
928.282.2058 fax  
www.swiaz.com

JOB NO.	21294
DATE	MAR. 2022
SCALE	AS SHOWN
DRAWN	AMR
DESIGN	N/A
CHECKED	ER

SEDONA AIRPORT

SEDONA  
ARIZONA

EXHIBIT TO  
ACCOMPANY LEGAL DESCRIPTION  
LEASE PARCEL 5

SHEET

2





OF 2



# Untitled Map

Write a description for your map.

## Legend

-  CAD Polyline
-  Sedona Airport Scenic Lookout
-  Sky Ranch Lodge Resort & Botanical Gardens
-  Sunset Park

Google Earth

Image Landsat / Copernicus

200 ft

Air Terminal Dr

