

**Sedona–Oak Creek Airport Authority**

**Request for Proposals, No. 2023-QAP**

**Qualified Aviation Service Provider to Sublease Modular Building  
for Aviation Use at 1225 Airport Road, Sedona, AZ 86336**

**Issued by:**

Sedona-Oak Creek Airport Authority

235 Air Terminal Drive

Sedona, AZ 86336

**Issued**

February 3<sup>rd</sup>, 2023

**Proposal Due Date**

February 28<sup>th</sup>, 2023

by 3:00 PM Local Time

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## **REQUEST FOR PROPOSALS**

### **I. Overview**

The Sedona-Oak Creek Airport Authority is seeking sealed proposals for a triple-net sublease agreement between a Qualified Aviation Services Provider (“QAP”) and the Sedona-Oak Creek Airport Authority (“SOCAA”), subject to approval by the Yavapai County Board of Supervisors (“County”), for sublease of a modular building, contiguous patio space, and designated parking spaces (the “Property”). The sublease shall be subject to the terms and conditions approved by SOCAA and the County. Respondents should be aware that use of the Airport is subject to the Airport's policies and procedures, Federal, State, County and City laws, regulations and ordinances, and other governmental and regulatory bodies. It is each respondent's obligation to review and be aware of all applicable laws, ordinances, regulations, policies, and restrictions.

The Property's description is attached as **Exhibit A** and is further depicted in **Exhibits A1 & A2**. The resulting sublease shall be subject to negotiated terms and conditions approved by SOCAA and the County.

Through this RFP, SOCAA seeks to improve the value of the Property and seeks proposals maximizing the Property's highest and best aviation-related use. SOCAA desires proposals from QAPs that will promote aviation, increase the Property's utility, and that will add value to the Sedona Airport, Yavapai County, and the broader Sedona Community. SOCAA expects respondents to present ideas that will make economically advantageous use of the Property.

An evaluation committee will be selected to review and rank all proposals based on the evaluation criteria set forth in Section X. The evaluation committee shall determine whether a respondent's proposal is responsive, responsible, and meets the RFP's minimum qualifications.

The evaluation committee will make an award recommendation to the SOCAA Board of Directors (“Board”). That recommendation will be based on the proposal the evaluation committee determines is in SOCAA's best interest, based on the RFP's evaluation criteria. Upon the Board's approval of a successful respondent, SOCAA and the successful respondent will negotiate sublease terms, and SOCAA will timely submit the resulting sublease to Yavapai County for approval.

SOCOA reserves the right, at any point in the process, and at its sole discretion, to: determine a proposal is non-responsive or non-responsible, determine that a proposal is not susceptible for award, terminate negotiations with any and all respondents, reject any and all proposals at any time, waive any informality in proposals received, except with respect to the date, time, and place where documents are submitted, cancel this RFP in whole or in part, reissue this RFP, and/or to accept or reject items of proposals received. Proposals that are later found to be non-responsive or non-responsible, or which contained any material misrepresentation, may be grounds for termination of any subsequent lease or license.

The Request for Proposals may be obtained by visiting SOCAA’s website, [sedonaairport.org](http://sedonaairport.org), or by contacting Mr. Edward Rose, Airport Manager, at 235 Air Terminal Drive, Sedona, Arizona 86336 Telephone 928-440-2514, email: [ed@sedonaairport.org](mailto:ed@sedonaairport.org) during regular business hours from 8am-4pm Monday-Friday.

**II. Timeline**

**NOTE: Although not mandatory, any potential respondent is encouraged to register with SOCAA no later than February 15<sup>th</sup>, 2023 by sending an email to Mr. Edward Rose, Airport Manager ([ed@sedonaairport.org](mailto:ed@sedonaairport.org)), including the potential respondent’s name, address, phone number, and email address, as well as a designated contact person.**

Registration will ensure that a potential respondent timely receives any notifications, addenda, or other communications regarding the RFP.

In its sole discretion, SOCAA may extend any date in the timeline below, including the time and place for opening proposals, by providing not less than two (2) calendar days’ notice, by posting an Addendum on SOCAA’s website, and by providing electronic notice thereof to each registered respondent’s designated contact person.

Respondents having questions concerning the RFP should submit them in writing via email no later than **February 21<sup>st</sup>, 2023**, to Mr. Rose ([ed@sedonaairport.org](mailto:ed@sedonaairport.org)). Respondent questions and answers will be posted to SOCAA’s website (<https://sedonaairport.org>).

<b>Release of RFP</b>	<b>February 3<sup>rd</sup>, 2023</b>
<b>Site Visit</b>	<b>February 10<sup>th</sup>, 2023, 10:00 a.m.</b>
<b>Deadline for Respondent Questions</b>	<b>February 21<sup>st</sup>, 2023</b>

<b>Deadline to Submit Proposals</b>	<b>February 28<sup>th</sup>, 2023</b>
<b>Optional Interviews/Presentations</b>	
<b>Optional Negotiations</b>	
<b>Deadline for Best and Final Offers (if applicable)</b>	
<b>Anticipated Award Recommendation</b>	<b>May 1<sup>st</sup>, 2023</b>

Sealed proposals shall be clearly marked “QAP RFP” and will be received until 3:00 p.m. local time on **February 28<sup>th</sup>, 2023**, by mail or personal delivery, 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 SOCAA no later than **February 28<sup>th</sup>, 2023**, at 3:00 p.m. **Faxed, emailed, or late submittals will not be considered.**

At the due date and 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, in a public meeting, an award to the proposal determined to be most advantageous to SOCAA and Yavapai County.

### **III. Airport Background 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 two miles southwest of the central business district of Sedona, a city in Yavapai County, Arizona, and is classified as a local-basic airport 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/)). The Airport property consists of approximately 220 acres.

SOCAA, doing business as Red Rock Aviation, operates the only Fixed Base Operator (“FBO”). Red Rock Aviation’s airport services include full-service aircraft refueling, hangar rentals, transient parking, aircraft maintenance, and other FBO services. Red Rock Aviation is open seven days a week, 363 days a year. Summer Hours (May-September) are 7:00 a.m. – 6:00 p.m. and Winter (October-April) 7:00 a.m. – 5:00 p.m.

Fully staffed, the Airport employs seven full-time Operations, Airport Technicians who are responsible for the day-to-day operations and maintenance requirements on the Airport. The hours and operations are subject to change at SOCAA's discretion.

SOCAA also operates the General Aviation business terminal. SOCAA Administration has five full-time staff who provide administration, billing, invoicing, and overall customer support. 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.

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, and ample aircraft parking. Runway 03/21 is 5,132 feet long, 100 feet wide, and is equipped with medium intensity lighting

The Airport is also home to numerous rotating fire HELITAC crews throughout the fire season (May-August); and, historically, two helicopter tour companies and one fixed wing operator have called the Airport home.

The Airport's anticipated capital improvement program includes a \$4 million fuel farm to allow for two new 15K Jet A tanks and one 12K Avgas Tank. 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.

SOCAA financially supports itself directly from aviation fuel sales, airport user fees, and sublease revenues, and indirectly by airport user taxes. No local, state, or federal general taxes directly support SOCAA. SOCAA may receive some state and federal funds for select eligible capital projects as identified in the airport's approved capital projects program. Under Federal Regulations, SOCAA's goal is to be as self-supporting as possible.

Additional information about SOCAA and Red Rock Aviation can be obtained from SOCAA's official website (<https://sedonaairport.org/>).

#### **IV. Instructions for Responses**

- A. Each written proposal, and four (4) additional copies, must be submitted in a sealed envelope, addressed to:

**Mr. Edward Rose  
Airport Manager  
235 Air Terminal Drive  
Sedona, Arizona, 86336.**

- B. Each sealed envelope containing a proposal must be plainly marked on the outside as "QAP RFP" and bear the name and address of the respondent(s).
- C. 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, or after the stated deadline, will not be considered duly delivered.
- D. Proposals may be hand-delivered or sent via USPS, UPS, FedEx, or other parcel services. Faxed or emailed 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.

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.

- E. 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.
- F. 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.
- G. All submittals, whether selected or rejected, shall become the property of SOCAA and will not be returned.
- H. All responses, communications, and documents provided will be considered public information subject to Arizona's Public Records Act, A.R.S. § 39-121,

et seq. 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.

- I. 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.

**V. General Information & Required Sublease Terms and Acknowledgements**

- A. **Scope of Sublease.** The Sedona-Oak Creek Airport Authority will sublease to one sublessee, the Property at 1225 Airport Road, Sedona, Arizona, 86336 (description set forth at Exhibit A).
- B. **Sublease Term.** Respondents are encouraged to propose a fair and reasonable sublease term, subject to renewals, for SOCAA’s consideration. The proposed sublease term is subject to negotiation between SOCAA and the successful respondent in conjunction with the remaining sublease terms.
- C. **Rental Rate.** Respondents should include a market rental value and must include annual rent escalations over the proposed sublease term.
- D. **Triple Net.** Terms of the sublease shall be “Triple Net.” Respondent agrees that it shall be solely responsible for all costs relating to the property being subleased, including project required infrastructure, in addition to the rent fee applied under the ground lease, utilities, insurance, maintenance, and taxes.
- E. **Construction.**
  1. If a respondent proposes to construct improvements on the Property, it is solely responsible for complying with all applicable laws, ordinances, and codes, at the respondent’s sole expense.



2. All plans and specifications for any construction or development shall be subject to specific approval by SOCAA prior to the commencement of construction.
  3. The successful respondent shall be required to provide a performance bond in the amount equal to the costs for constructing the proposed improvements, if applicable, prior to the start of work.
  4. Respondents are advised that any 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.
  5. 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. (if applicable)
  6. Additionally, and if applicable, prior to commencement of the sublease, any 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. For information about the OE/AAA process, see <https://oeaaa.faa.gov/oeaaa/oe3a/main/#/home>.
- F. **Improvements**. At the conclusion of the sublease, all improvements will be turned over to and become the property of SOCAA, the County, or any successor organization.
- G. **Proprietary Exclusive Right**. In accordance with federal regulations, an airport sponsor, including 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. Respondents acknowledge that **SOCAA, as the sponsor of Red Rock Aviation, declares its proprietary exclusive right to provide the sale of aviation fuels.**

- H. **Security**. Respondents are advised that Airport security must be maintained throughout all stages of the development, construction, and operation of the proposed facility.
- I. **As-Is Condition**. The Property shall be delivered in “as is” condition, including, without limitation, any existing utility and/or avigation 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 Property.
- J. **Due Diligence**. The respondent shall be solely responsible for conducting its own due diligence to determine the suitability of the Property for the use and financial investment proposed. **SOCAA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF.**
- K. **No Rights Until Execution**. Selection of a respondent’s proposal will not create any rights on the respondent’s part whatsoever until the execution by Yavapai County of a sublease agreement.
- L. **No Diminution of Value**. The use of the Property must not reduce its value.
- M. **Compliance**. The use of the Property must comply with all state, federal, local laws and regulations, Sedona Airport Operations Policies and Procedures (“Policies & Procedures”), and Sedona Airport’s Minimum Standards for Aeronautical Activity (“Minimum Standards”) (both available at <https://sedonaairport.org>).
- It is the sole responsibility of the respondent to ensure that the proposed use meets the requirements of this section. Storage or disposal of any toxic, hazardous, or deleterious substances must comply with applicable local, state, and federal laws and regulations, and the Policies & Procedures and Minimum Standards.**
- N. **Assessments**. The sublessee will be responsible for the payment of all taxes, assessments, levies, fees, or other charges assessed upon any property owned by the lessee.

## **VI. Site Inspection**

- A. **An on-site inspection of the modular will take place at February 10<sup>th</sup>, 2023 at 10:00 Am at 1225 Airport Road, Sedona, Arizona, 86336.**
- B. Although the site inspection is not mandatory, it is strongly recommended that all respondents or respondents' representatives attend this on-site inspection. Attached as "Exhibits A, A-1, A-1-A and A-2" are a description of the Property, along with a floorplan of the modular unit, and a photograph.
- C. Respondents are encouraged to examine all utilities serving the modular facility 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 any contemplated financing and/or redevelopment. Respondents are also responsible for confirming that any proposed use and/or redevelopment complies with the Minimum Standards.

## **VII. Proposal Contents & Requirements**

**Proposal Format.** The following information must be included in respondent's proposal. Proposals must be typewritten on one side of 8 ½" by 11" paper using a minimum 12-point type size.

**Proposal Contents.** Failure to provide any of the required information below may result in rejection of the proposal.

### ***-- Cover Page & Business Information --***

- A. **Cover Page.** Respondent's informational cover page must include the following:
  - (1) Respondent's legal name and any fictitious entity names (that is, "dbas"). Please note that all entities, sole proprietorships, and principals who propose to conduct or participate in any operations or activity at the Airport, or maintain an address or presence at the Airport in association with the sublease, must be identified as a

“respondent” herein, and must be named in and execute the sublease.

- (2) Respondent’s mailing address, telephone, and facsimile numbers.
- (3) Respondent’s email address(es) and website, if any.
- (4) Name of respondent’s representative or contact person.
- (5) Representative’s phone number.
- (6) Representative’s email address.

B. Business Information (if respondent is a business entity). Please provide a full description of respondent’s business, including the following information:

- (1) A description of the business, including any relationship to any other business entity (to include any limited liability company, partnership, or sole proprietorship).
- (2) Names and biographical information of owners, key officers, and entity managers.

***-- Overall Plan for Use of Property --***

C. Proposed Plan for Use of the Property. At a minimum, the plan shall include:

- (1) Detailed description of proposed use of the space. To the extent respondent plans to operate a business on the Property, include a detailed description of the goods/services to be provided.
- (2) Mission statement;
- (3) Goals;
- (4) Strategies;

- (5) Budget, funding sources, anticipated income, and future projections over the course of the proposed sublease term; and

D. Development Plan (if applicable): If the respondent intends to propose development or construction on the Property, 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 licensed 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) Proposed construction schedule
- (5) Safety/Security plan during construction;(if applicable)
- (6) Evidence of the ability to obtain insurance coverages in the amounts as required, as specified, by SOCAA; and
- (7) Anticipated challenges or barriers to development and plan to overcome them.

***-- Business Stability/Financial Responsibility --***

E. Management Structure.

- (1) If a 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, qualifications, and position of the anticipated primary contact person for the proposed sublease.

F. Past Performance.

- (1) If a 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 either (i) the proposal and/or (ii) the anticipated sublease at Sedona Airport. Provide the names, qualifications, and contact information of corporate/company officers, managers, 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 Property. Provide an airport point of contact as a reference for each airport listed.
- d. Provide the names and contact information for at least three (3) references directly related to respondent's past performance.
- e. 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 either (i) the proposal and/or (ii) the anticipated sublease at Sedona Airport, 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.

- 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 Property. Provide an airport point of contact as a reference for each airport listed.
- d. Provide the names and contact information for at least three (3) references directly related to respondent's past performance.

G. Provide Documentation to Demonstrate:

- (1) Respondent is an active business in good standing with all applicable state and local governing authorities (if applicable).
- (2) Respondent (including any associated entity or individual who proposes to operate or maintain an address, operation, or physical presence at the airport) possesses the applicable permits, license, credentials, FAA certificates or any other official documents demonstrating respondent's ability to conduct activity and/or perform as proposed (if applicable).
- (3) Respondent's civil, criminal, and regulatory history, including a description of current and past litigation, judgments or liens, bankruptcies of any respondent (including that of its owners or managers), criminal history (including that of its owners or managers), and any enforcement or regulatory actions, settlements, consent decrees, fines or penalties imposed by any governing entity on respondent (including any entity or individual who proposes to operate or maintain an address, operation, or physical presence at the airport).
- (4) Evidence of respondent's financial capacity to perform as proposed, including financial statements (profit and loss statement and balance sheet) through 2022, reviewed, signed, and attested to by the respondent's Certified Public Accountant or bookkeeper.

- (5) Evidence of respondent's ability to meet or exceed the standard insurance requirements contained in Section VIII, Insurance Requirements. Evidence shall consist of a certificate of insurance, or a bond issued by an insurance company or a surety company duly authorized to transact business in the State of Arizona.

***-- Economic Benefit to Sedona Airport & Community --***

- H. Land Rent: Proposed annual land rent per square foot and proposed rent escalation during proposed sublease term.
- I. Sublease Term: Respondents are encouraged to propose a fair and reasonable sublease term, subject to renewals, for SOCAA's consideration. The proposed sublease term is subject to negotiation between SOCAA and the successful respondent in conjunction with the remaining sublease terms. At the conclusion of the sublease, all improvements will be turned over to and become the property of the Sedona-Oak Creek Airport Authority, or the County of Yavapai or its successor organization.
- J. Proposed annual aviation fuel product purchases. (If applicable)
- K. Anticipated Annual operations (landings and take-offs) (if applicable) by aircraft type.
- L. Anticipated job creation and other benefits to the local economy and community.

***-- Efficient Use of Space Available --***

- M. Efficient Use of the Space Available: A summary of the respondent's proposed use of the facility being subleased, including the following information: (if applicable)
  - (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 or improvements (i.e., access gate).
- N. Statement of Drug-Free Workplace. Attached as **Exhibit "B."**
- O. Non-Collusion Affidavit. Attached as **Exhibit "C."**
- P. Agreement to Abide by the Minimum Standards.
- Q. Certification that respondent has reviewed the proposal and its contents are complete and accurate.
- R. Provide any additional information that you believe would assist SOCAA in the evaluation of the proposal.

#### **VIII. Insurance Requirements**

- A. Prior to any 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**.
- B. Commercial entities operating within the proposed improvement area shall be required to maintain insurance as outlined in the above paragraph and as set forth in the Policies & Procedures and Minimum Standards. Yavapai County and SOCAA shall be named as additional insureds.
- C. Non-commercial 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 subleased property, with a combined single limit of **\$1MM** per occurrence. Yavapai County and SOCAA shall be named as additional insureds.

**IX. Additional Terms and Conditions**

- A. The following non-exclusive list may be used as grounds for declaring a proposal “non-responsive”:
- (1) The respondent has not provided information required by the RFP.
  - (2) The respondent does not meet the qualifications, standards, and requirements established in the Minimum Standards.
  - (3) The respondent’s proposed operations or construction will create an unacceptable safety hazard on the Sedona Airport.
  - (4) 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.
  - (5) The respondent has supplied false information or has misrepresented any material fact in the proposal or in the supporting documents or has omitted material information or documents which if provided would have been a material consideration in the selection process.
  - (6) Any party submitting a proposal or having an interest in the business has a record of violating the rules, policies, standards, or regulations of this or any other airport, or the Federal Aviation Administration rules or regulations or lacks any required FAA certificate or other permit, or license for the proposed operations.
  - (7) 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.
  - (8) The respondent (including its proposed management) is not qualified, sufficiently creditworthy, stable or financially or otherwise responsible in the judgment of SOCAA or Yavapai County to provide, operate, and maintain the business to which the proposal relates in a reasonable manner without undue burden or added cost to SOCAA,

and in compliance with all Airport, Federal, State and local authority, and to promptly pay amounts due under an Agreement.

- 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 cancel the RFP process for any reason or for 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, non-responsive, inaccurate proposals or those which, in SOCAA's sole discretion, lack relevant or requisite experience of qualifications.
  - (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 respondent and each person signing on behalf of any respondent certifies, and in the case of a sole proprietorship, partnership, limited liability company, or corporation or any entity, 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 respondent has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and that all of the information provided is complete and accurate, 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 respondent.
- (3) The respondent, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, entity, or corporation, other than that named respondent, has any interest in the proposal, or in the proposed sublease agreement, or will conduct operations or maintain an address or presence at the Airport in association with the sublease.
- (4) The respondent has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
- (5) The respondent can meet any and all registration, zoning, permitting, qualification and certification requirements as set forth and required under any applicable, Federal, Arizona law or local law, and this RFP.

#### **X. 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 upon the pre-evaluation review will be rejected.

**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.**

An evaluation committee will be selected to read, screen, score, and rank all proposals consistent with the evaluation criteria below. The evaluation committee may, at its sole discretion, elect to request some or all respondents to give

presentations of their proposals. In its discretion, SOCAA, through its General Manager, may enter into negotiations with the highest-ranked respondent.

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

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

1. **Cover Page and Business Information** – (Pass/Fail)
2. **Business Stability/Financial Responsibility** – (20 points)
3. **Overall Plan for Use of Property** – (30 points)
4. **Efficient Aviation-Related use of the Space Available** – (10 points)
5. **Economic Benefit to the Sedona Airport (including but not limited to rent)** – (30 points)
6. **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 respondents. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current or past litigation history, judgments, liens, bankruptcies, regulatory or enforcement actions, penalties, consent decrees, insurance or insurability, 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 individuals and 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 individual or 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 disqualified from participating in the RFP.

**XI. PROTEST POLICY**

Any protest of this RFP or the award recommendation must comply with the SOCAA Procurement Protest Policy, which is available to any respondent upon request.

## EXHIBIT A

### DESCRIPTION OF PROPERTY

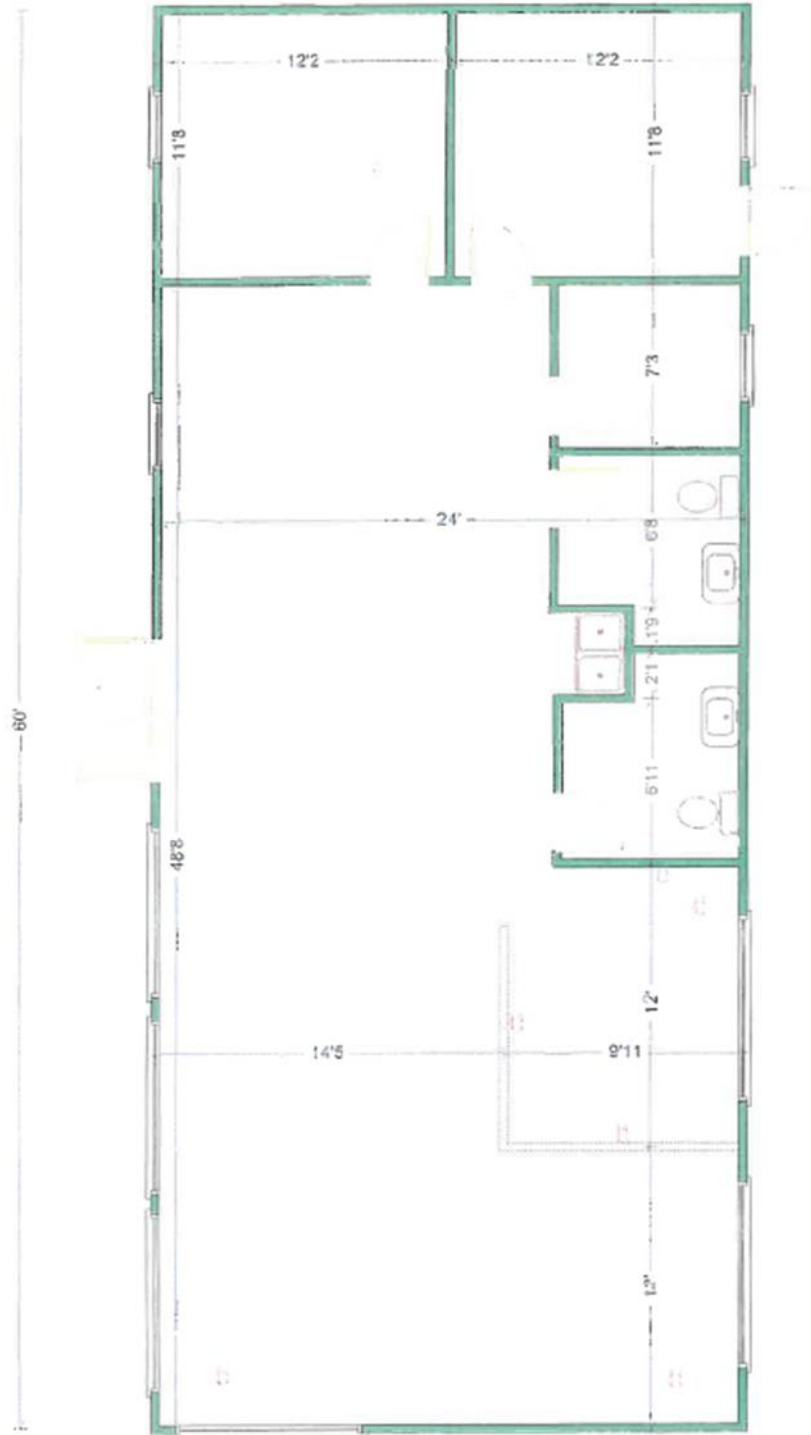
**Building.** Modular building space located at 1225 Airport Road, Sedona, Arizona, as depicted in Exhibit “A” and attached hereto.

The Property shall include the following:

1. Prefabricated Modular Office Building, size and floor plan as depicted on Exhibit “A-1”. The Property includes approximately 1,440 square feet of “exclusive use” space, a “common use” constructed stairway and two (2) Americans with Disabilities Act compliant restrooms. The entrance access area includes an ADA compliant wheelchair ramp.
2. Parking and access areas contiguous to the modular office building are generally depicted on Exhibit “A-2.” (Sketch is not to scale.)
3. Land area not to exceed thirty feet by twenty-four feet (30’ X 24’) contiguous to and located on the southeast side of the modular office building to be used as a patio or waiting area for business patrons, as generally depicted by the sketch on Exhibit “A-2.”



EXHIBIT A-1



**EXHIBIT A-1-A**

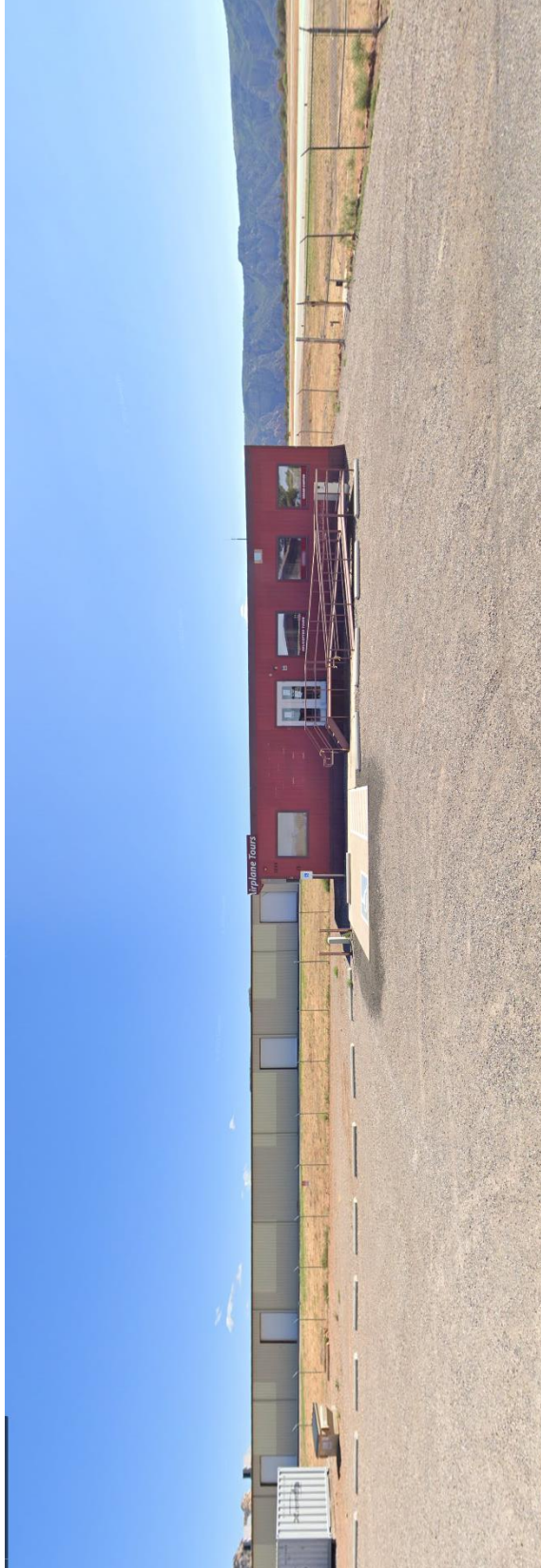
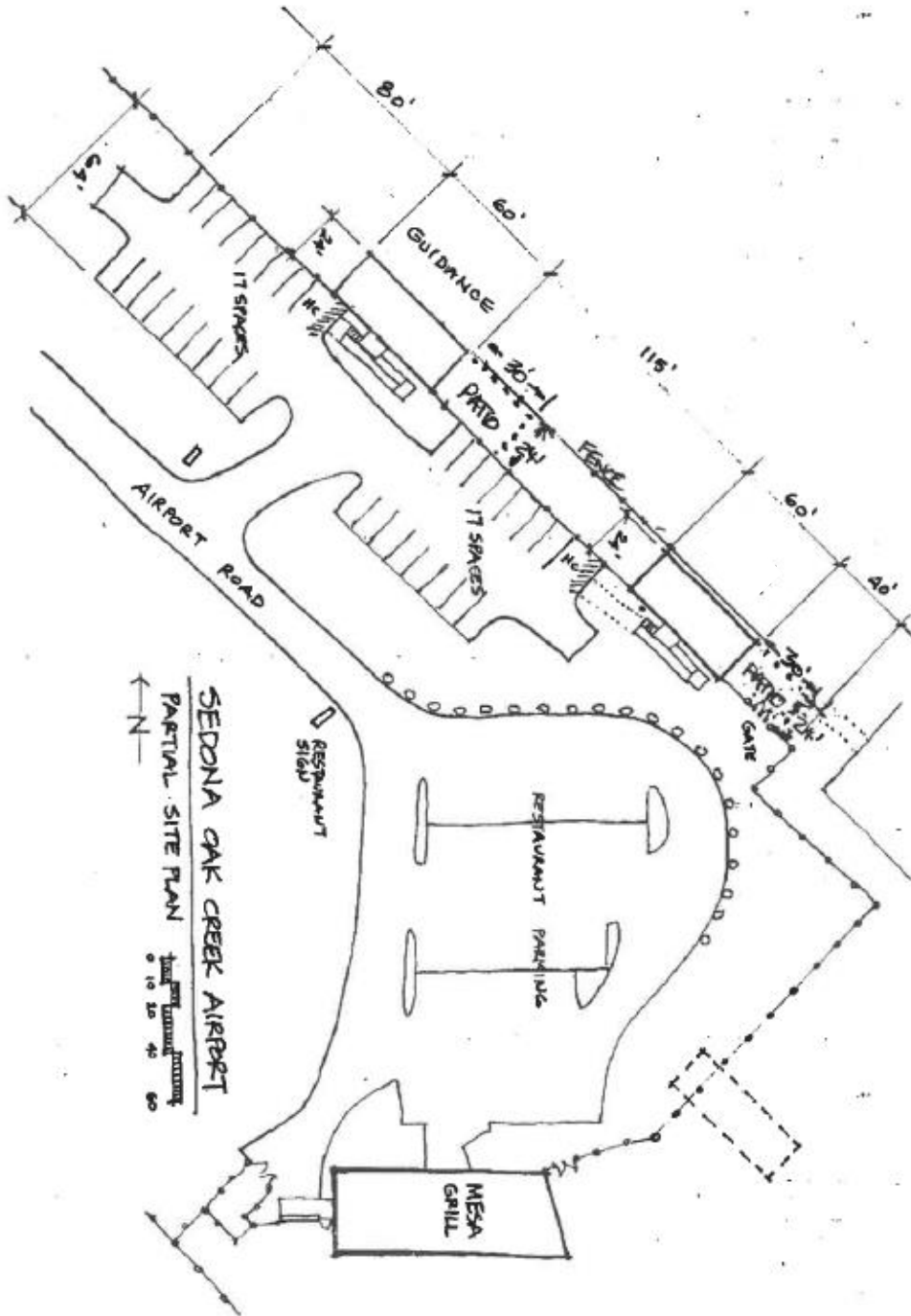


EXHIBIT A-2



**Exhibit B** (Statement of Drug-Free Workplace)

**STATEMENT OF DRUG-FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, responses or that are equal with respect to price, quality, and service are received by the State of Arizona or by any of its political subdivisions for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section 1.
4. In the statement specified in section 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than ten (10) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this program.

**Select one or the other (not both) of the following certification statements. These statements are mutually exclusive.**

This firm **DOES NOT** comply with the above requirements for a drug-free workplace.

As the person authorized to sign the statement, I certify that this Firm **DOES** fully comply with the above requirements.

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Firm Name

---

Name of Authorized Individual

---

Authorized Signature Date

**Exhibit C (Non-Collusion Affidavit)**

**Non-Collusion Declaration**

To be executed by bidder and submitted with bid.

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Company), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ (Month) \_\_\_\_\_ (Day) of \_\_\_\_\_ (Year),

at \_\_\_\_\_ (City), \_\_\_\_\_ (State).

**Signature of Declarant:** \_\_\_\_\_

**Printed name of Declarant:** \_\_\_\_\_

**Name of Bidder (Company):** \_\_\_\_\_

**Title or Office:** \_\_\_\_\_

**Note:** Notarization of signature required.

Check box if attachment is included.