PINAL • COUNTY *wide open opportunity*	SOLICITATION FOR TENANTS AT THE PINAL COUNTY AIRPARK	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132

I. Invitation.

Pinal County (COUNTY) is seeking qualified commercial tenants (Respondents) to operate on vacant land and or facilities (Property) located at the Pinal Airpark (Airpark), a General Aviation facility that is owned and operated by Pinal County. The Airpark is located in southern Pinal County adjacent to the border of Pima County and approximately nine miles northwest of the city center of Marana, Arizona. Respondents must demonstrate how their proposed use of the Property will advance the mission and development of the Airpark consistent with the Pinal Airpark Master Plan Update published in June of 2015, titled "Airport Master Plan – Draft Final Report" which can be viewed at: http://pinalcountyaz.gov/Airport/Pages/Home.aspx. Details must be provided to describe all proposed capital improvements required for the proposed use, how these capital improvements will be paid for, the total number of committed and or projected new, permanent, full-time, part time and or temporary jobs that will be created and or maintained by the Respondent's proposed use of the Property along with details on each category of jobs including required education level and salary ranges.

The Respondent must also include in its response the length of lease it seeks, improvements to the Property it requires of COUNTY and other financial terms it deems relevant to its proposal. A sample lease is provided as Exhibit A, attached hereto, however this is a template including general terms and provisions which will be modified depending upon the ultimate tenant and proposed use as well as the Lease Area or Areas selected. Should the successful Respondent agree to erect a structure on the Demised Premises, the lease for that Lease Area will include additional terms and conditions to be negotiated once a Leasee is selected from the Respondents. Note, the Lease document will be the ultimate contract between the parties and it will contain additional terms and conditions, including but not limited to insurance provisions and indemnification, that will be applicable to successful Respondents.

II. Background.

The current primary tenant of the Airpark is Marana Aerospace Solutions which operates an MRO where many of the world's airliner fleets are stored, maintained, repaired or recycled. Due to the MRO activity, the most regularly operating fixed-wing aircraft is the Boeing 747-400. Pinal County seeks to diversify its tenant base at the Airpark and it is Pinal County's intention to promote increased competition in airport services. In order to promote and develop mandated competition at Pinal Airpark, proposals from Marana Aerospace Solutions or any affiliated company will not be considered.

The Airpark is a public use General Aviation airport located in southern Pinal County adjacent to the border of Pima County and approximately nine miles northwest of the city center of Marana, Arizona. The Airpark has one active runway, measuring 6,849 feet long and 150 feet wide with a northwest-southeast orientation. There is a full parallel taxiway and four connecting taxiway segments. There is approximately 203,000 square yards of aircraft parking apron, with additional space available. Aviation activity at the Airpark is dominated by helicopter activity associated with the Arizona Army National Guard and other tenant organizations of the adjacent Silver Bell Army Heliport. The remaining, fixed-wing activity totals 8,160 operations divided by private pilots, activity related to the MRO services offered at the Airpark and other transient operations.

For additional information about the Pinal Airpark please go to: http://pinalcountyaz.gov/Airport/Pages/Home.aspx.

III. Site.

The maps and the legal descriptions attached hereto as Exhibit B identify each of the four unimproved areas available for lease (designated as Lease Areas 1, 3, 4 & 6). Water, sewer and electrical services are available to each site depending upon where they are ultimately needed. Each site has access from an adjacent roadway and each is planned for light industrial and office use.

A. Lease Area 1 has future flight-line access and consists of 1,308,574 square feet (30.04 acres) and is located on the southwest side of Pinal Airpark Road, and southeast of the National Guard Facility.

B. Lease Area 3, which has planned flight-line access, is a rectangular area consisting of 113,042 square feet (2.59 acres) located on the southwest side of Pinal Airpark Road; its use is restricted from having structures due to possible extension of taxilane as depicted in the Pinal Airpark Master Plan Update.

C. Lease Area 4 is a rectangular corner lot which consists of 553,475 square feet (12.70 acres), which is on the southwest side of Pinal Airpark Road. Consistent with the Pinal Airpark Master Plan Update, this parcel is expected to be improved by the successfully selected Respondent in accordance with its proposal. Capital improvements set forth in Respondents' proposals must be started within one (1) calendar year from lease execution and show material progress within two (2) years. For purposes of this section, the term "material progress" shall mean the issuance of all governmental permits necessary for the construction of the capital improvements required under the Lease and the commencement of construction of such improvements. If time expires for either condition Pinal County reserves the right to void the lease.

D. Lease Area 6 is a rectangular corner lot which consists of 138,896 square feet (3.18 acres) located on the southwest side of Lease Area 4.

IV. Requirements.

This document is provided in an electronic format. Any unidentified alteration or modification to any documents, attachments or exhibits contained herein shall be null and void. In those instances where modifications are identified, the original document published by the County shall take precedence. Respondents are responsible for clearly identifying any and all changes or modifications to any documents upon submission to the County.

All proposals are to be received by 2:00 p.m. Arizona time on Tuesday, November 17, 2015 by the Finance Department at 31 North Pinal Street, Building A, Florence, AZ 85132. Proposals received after that time will not be opened. All proposals are to be submitted in typed form with an original and five (5) copies. Each proposal shall be submitted in a sealed envelope or container. The envelope or container shall be clearly identified with the name of the Respondent and "Pinal Airpark Proposal". Proposals shall be opened at 2:15 Arizona Time on Tuesday, November 17, 2015 at the same address with leases to be awarded within thirty (30) days thereafter. The County reserves the right to reject all proposals in which case, no leases would be awarded. Submission of a proposal by a Respondent obligates the Respondent to a lease if such Respondent's proposal is accepted.

Respondents must comply with the following requirements:

A. Site Operations. Proposed use of the Lease Area must advance the mission and development of the Airpark consistent with the Proposed Pinal Airpark Master Plan Update and be consistent with all applicable FAA regulations.

B. Financial Responsibility. Demonstrate sufficient financial resources to meet the leasehold obligations and to support the construction and maintenance of any planned improvements.

C. Job Creation. The proposed use shall create new, permanent full-time, part-time and/or temporary jobs. The Respondent shall provide detailed information on the proposed number of employees it will utilize, the job classifications and pay scale as well as an estimate of future growth.

D. Facility Description. The Respondent shall provide a description of the facilities necessary for its operations and any proposed capital improvements to the Lease Area as well as the proposal for financing of those improvements.

E. Lease Terms. The Respondent shall provide any additional or different lease terms which it wishes the County to consider for incorporation into the lease including but not limited to the term of the lease. The term of any resultant lease will commence on the date of award and will continue for a minimum of 25 years with a maximum as outlined ARS §28-8425. Any proposal deviating from the minimum shall contain an explanation as to why a lesser term should be considered.

F. Economic Development Assistance. The Respondent shall state with specificity what economic development assistance, if any, it is seeking in conjunction with its proposed use.

G. Non-Discrimination. The Respondent shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations including the Americans with Disabilities Act.

H. Business Facilities and Business Practices. The Respondents personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

I. Employee Compensation. Respondent shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in additional to all applicable OSHA regulations. The Respondent bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the lease commencement date and to maintain compliance throughout the term of the lease.

J. Affirmative Action. Respondent agrees to abide by the provisions of the County Affirmative Action Program. Respondent agrees to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote an upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon request, the Respondent agrees to submit the following reports to the County's Office of Equal Opportunity Programs:

a. Employment Information Report

b. Equal Employment Opportunity/Affirmative Action Policy Plan

c. Employer Equal Employment Opportunity (EEO) Workforce Profile.

K. Drug Free Workforce Program. Respondents are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for those doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Respondent shall require a drug free workplace for all employees working under the Contract and notify its employees that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. Respondent agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties.

L. Confidentiality. Respondents shall maintain the confidentiality and privilege of any documents that the Respondent has access to which have been designated by the County as confidential or privileged. All proposals received shall be open to public inspection after a lease is awarded, except for such proposals deemed to be confidential by the County. If a Respondent believes that information in its proposal should remain confidential, it shall indicate as confidential the specific information and submit a statement with its proposal detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The County shall determine, in its sole discretion, whether the identified information is confidential pursuant to the Pinal County Procurement Code.

M. Federal Immigration and Nationality Act. The Respondent shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the lease term and, in accordance with A.R.S. § 41-4401, Respondent warrants compliance with all Federal immigration laws and regulations relating to employees and warrants it compliance with A.R.S. § 23-414, Subsection A.

N. Storm Water Pollution Prevention. Respondents must participate in the Airport's Storm Water Pollution Prevention Plan and any other policies or programs that apply to all tenants that are managed through the airport.

O. Additional Terms. Respondents must adhere to additional terms and conditions as well as insurance requirements that are contained in the proposed Lease.

P. Non Discrimination Regarding Services. Services rendered by the respondent must be offered to all on a fair and equitable basis and without regard to race, color, national origin, sex, religion or physical or mental disability.

Q. Prevailing Wage. Prevailing wage laws may also apply to certain activity of the Respondent and, to the extent applicable, must be observed.

R. Subordination to Federal Grant Assurances. Respondent agree that this Request for Proposal and any lease or agreement executed between the Respondent and COUNTY will be subordinate to the provisions and requirements of any existing or future agreement between COUNTY and the United States, or COUNTY and the State of Arizona, relative to the development, operation or maintenance of the Airport.

V. Evaluation.

Awards shall be made to the responsible Respondent(s) whose proposal is determined in writing to be the most advantageous to the County based upon the Requirements, Evaluation Criteria and General Factors set forth in this Solicitation.

The County reserves the right to waive any or all defects in form in any proposal received. The selection of a Respondent shall effect lease negotiations between the

County and the selected Respondent for the drafting and execution of a Lease Agreement. The selection of a Respondent is not a binding legal agreement to lease, but rather an opportunity to negotiate for a lease. Neither party shall have any legal obligation nor liability to the other with respect to the matters set forth in this Request for Proposals until a Lease Agreement is executed by Respondent and the County.

At any time after the opening of each Proposal, Pinal County may give written notice to all Respondents to furnish additional information relating to the Respondent's qualifications or ability to perform the obligations contemplated by this Request for Proposals. The requested supplemental information shall be furnished within ten (10) days after receipt, by the Respondents, of notice so to provide. The giving of the aforesaid notice to any Respondents shall not be construed as an acceptance of said Respondent's Proposal.

An evaluation team will score each Proposal utilizing the point system described below. There is a maximum of one hundred (100) points available for each Proposal based on the following criteria. The County also reserves the right to interview each Respondent regarding aspects of their Proposal in order to evaluate key personnel and discuss issues of experience, performance and qualifications. Provided that a Respondent meets the General Factors set forth below, to be considered for further negotiations, a Respondent must achieve a score of at least 75 points from the Evaluation Criteria.

EVALUATION CRITERIA	**POINTS**
Experience & Qualifications	40
Project Concept	40
Project Implementation Plan/Timeline	20
Total Points Available	**100**

Points will be awarded as follows for these Sections of the Proposal:

<u>Experience and Qualifications (40 Points)</u>

The Respondent may receive up to forty (40) points based on the following:

- Its experience constructing/managing a similar facility(ies)
- Its experience operating the business
- Its professional accreditations, certificates, licenses, and awards relating to the business it intends to conduct
- Its team's familiarity with the relative market and experience operating commercially within that market

Project Concept (40 Points)

Respondent may receive a maximum of forty (40) points based on the following categories:

- **Project Balance** – The proposed development contains an appropriate balance between buildings, apron area, vehicle parking, roadway, walkway and open space.

- **Accommodating** – The proposed development meets current and forecast demand from existing and new clients and other users.

- **Facilities** – The facilities in the proposed development are of sufficient size to accommodate the largest aircraft and anticipated fleet mix of clients and users.

- **Conformance** – Proposed use of the Lease Area must advance the mission and development of the Airpark consistent with the Proposed Pinal Airpark Master Plan Update and be consistent with all applicable FAA regulations.

- **Access** – The proposed development provides adequate vehicle, pedestrian and emergency access to/from and upon the landside and airside of the facility.

- **Security** – The proposed development provides a clear delineation and appropriate separation of airside and landside.

- **Vehicle Parking** – The proposed development provides appropriate vehicle parking in close proximity/contiguous to areas of intended use.

- **Lighting** – The proposed development provides appropriate exterior lighting for roadways, walkways, apron areas and open space.

- **Job Creation** – The proposed development will create new, permanent, full time and/or part-time jobs.

Project Implementation Plan/Timeline (20 Points)

Respondents may receive a maximum of twenty (20) points based on the following criteria:

- **Project Phasing** – Each Respondent's proposal shall include a clear description of phases including environmental review, site preparation and construction (if applicable); job creation and commencement of operations.

- **Project Timeline** – If Respondent's proposal includes construction of any facilities, the proposal shall include a clear timeline to cover from lease commencement to certificate of occupancy (milestones).

In addition to the aforementioned point categories, the County may also consider the following General Factors in determining Respondent responsibility to determine the acceptability of each proposal:

a. Respondents may not be considered responsible if Respondent's proposal fails to provide assurance that sufficient funding is available to complete the project including contingencies.

b. Respondents may not be considered responsible if Respondent's proposal fails to demonstrate specifically a commitment of funds to finance the project and where they will come from. This commitment should be in the form of loan approval letter from a bank, lending institution or an individual.

c. Respondents may not be considered responsible if Respondent's proposal fails to demonstrate a willingness to provide performance bonds for any vertical construction over $1,000,000 in value.

d. Respondents may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary under any resulting contract.

e. Respondents may not be considered responsible if they have had a contract with the County, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract.

f. Respondents may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships. Factual evidence shall consist of any documented performance reports, customer complaints and/or negative references (including those found outside of the submittal).

g. Other factors that the County may evaluate to determine responsibility include, but are not limited to:

   i. compliance with applicable laws; and

   ii. the qualifications of any key personnel to be assigned to provide services.

Proposals may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the proposal in accordance with all of the Requirements, Evaluation Criteria and General Factors identified.

VI. Inquiries and Clarification.

All questions related to this Request for Proposal shall be put in writing and directed to the Procurement Officer, Krystle Sigman at Krystle.Sigman@pinalcountyaz.gov. Questions will be accepted until Friday October 23, 2015 and answers will be posted on Monday November 2, 2015. Respondents may not contact any County employees other

than the Procurement Officer concerning this Solicitation while the submission and evaluation process in proceeding. Respondents are hereby advised that lobbying is not permitted with any County personnel or members of the Board of Supervisors related to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office. The Respondent affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted proposal.

It is the responsibility of each Respondent to examine the entire Solicitation, seek clarification in writing of regarding any inquiries and to examine it submission for accuracy. All submissions must be typed or in ink. Modifications shall not be permitted after submissions have been opened except as otherwise provided under applicable law. A Respondent shall not rely on any verbal responses to inquiries. It is assumed that each Respondent will have full knowledge and understanding of the subject properties that are being offered. An inspection tour led by the Airport Manager will be provided for all Respondents on October 13, 2015 at 10:00 am Arizona time, if any Respondent desires to see the property and inspect the sites. Attendance at the inspection is not mandatory.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the contact person. Requests for accommodation shall be made as early as possible to allow time to arrange the accommodation.

Upon receipt and opening of proposals submitted in response to this Solicitation, the County may request oral or written clarifications for the purpose of information gathering or of eliminating minor discrepancies in the submission. Clarifications shall not otherwise afford the respondent the opportunity to alter its proposal. The County may conduct negotiations with those Respondents whose Offers are determined by the County to be reasonably susceptible of being selected for award. Negotiations may be in writing or in person and may include presentations, site visits or demonstrations.

Best and Final Offers. If negotiations are conducted, the County shall issue a written request for a Best and Final Offer. The request shall set forth the date, time and place for the submission of the Best and Final Offer. Best and Final Offers shall be requested only once, unless the County makes a determination that it is advantageous to conduct further negotiations or change the Solicitation requirements.

Once a Respondent or Respondents has/have been selected County and the selected Respondent(s) shall have fifteen (15) days to reach an agreement on all terms of the Lease Agreement. In the event County and the selected Respondent(s) are unable to reach an agreement on all terms of the Lease Agreement within that fifteen (15) day period, Pinal County reserves the option to negotiate with the next ranked Bidder as ranked by the County. This process will repeat itself until an agreement on all terms of the Lease Agreement has been reached with a selected Respondent. Upon reaching an agreement with the selected Respondent, County shall deliver or mail to the selected Respondent a Lease Agreement incorporating those agreed upon terms within fifteen (15) days. Within ten (10) days thereafter, the selected Respondent shall deliver all copies to County, duly

executed by it as “Lessee”. Upon receipt, County will return one fully executed original upon approval by the Pinal County Board of Supervisors at their sole discretion.

VII. Note on Diversification.

Pinal County seeks to diversify its tenant base at the Airpark and it is Pinal County’s intention to promote increased competition in airport services. In order to promote and develop mandated competition at Pinal Airpark, proposals from Marana Aerospace Solutions or any affiliated company will not be considered pursuant to FAA Airport Compliance Manual – Order 5190.6b.