

**INSTRUCTIONS FOR BIDDERS AND BID FORM FOR:  
SHOW LOW REGIONAL AIRPORT  
COMMERCIAL HANGAR LEASE AND  
OPERATING AGREEMENT**

**Read this information carefully before submitting your proposal.** The City of Show Low may reject bids that are not properly submitted. The City is not responsible for any bidder's errors or omissions.

Bids are to be made upon this form and executed by an authorized person, as an individual or representative of a company or organization. The authorized signor must also initial each page of this bid document. When submitting your bid, you are to return this entire, completed bid document in a sealed envelope, addressed to the **City Clerk, City of Show Low, 550 N. 9<sup>th</sup> Place, Show Low, AZ 85901.** The sealed envelope must be plainly marked on the outside as **"Bid for Show Low Regional Airport Commercial Hangar Lease and Operating Agreement - Do Not Open Before 2:00 P.M., March 17, 2008."** In the event that all units are not filled by the initial bid date, subsequent bid openings will occur on the 15<sup>th</sup> of each month thereafter until filled.

**The envelope must also list on the outside the name and address of the bidder.**

The bidders or their contractor(s) will be responsible for obtaining all required permits to complete any proposed tenant improvements. The cost of obtaining these permits shall not be at the expense of the City and the cost of any improvements shall not be included in the bid.

INITIALS: \_\_\_\_\_

Bidders shall be required to provide the following with their bid:

1. Reports Required:
  - A. Experience and Qualifications
    1. Organization of Corporations
    2. Significant Personnel
  - B. Experience in similar commercial aeronautical activities
2. Financial Reports Required:
  - A. Business References
3. Copies of all applicable FAA licenses, including, but not limited to FAR Part 135 Charter and On-Demand Air Taxi, Airframe and Power Plant, and any other specific license required in conjunction with bidder's commercial operations.

All bids submitted to the City of Show Low are to remain firm for a minimum period of 90 calendar days from the date the bids are officially opened, unless otherwise specified.

The successful bidder will be required to provide the following prior to formal award of lease and operating agreement by the Show Low City Council and within twenty (20) working days after the date of the Notice of Acceptance of Bid from the Airport Director.

1. Signed copy of the Commercial Hangar Lease and Operating Agreement, attached hereto and incorporated herein as Appendix B.
2. Certificate(s) of Insurance for limits and coverage as set forth in Section 14 *Insurance*, of the Commercial Hangar Lease and Operating Agreement (Appendix B).

Specific information relating to bidder's commercial activity, as related to the hangar lease and operating agreement, is contained in the Show Low Airport Minimum Standards for Commercial Activity. A copy of the Minimum Standards may be obtained from the City Clerk or Airport Director.

**BID CRITERIA:** All bids shall be for the lease of one, or more, hangars of a three-place commercial hangar currently under construction at 3251 Airport Loop Road at the Show Low Regional Airport. See Appendix A for hangar specifications and Figures 1 and 2 for Hangar Site Plan and Hangar layout.

The criteria listed as part of this bid are intended to reflect the minimum standards required by the City. All exceptions to the City's criteria must be clearly stated in the bid. If the bidder states no exceptions, the City will assume the bid to equal or exceed the criteria. In the event the bidder proposes to construct additional improvements in one of the hangars, the bidder is to submit with their bid full descriptive information on all improvements for consideration, including a construction timeline. All improvements shall be constructed by licensed, bonded and insured contractors only.

Bidder shall ensure that all construction complies with the International Building Code, applicable City of Show Low codes, the Show Low Regional Airport Minimum Standards and Hangar Development Standards.

Bidders who feel the bid criteria are inadequate should submit their concerns in writing at least

INITIALS: \_\_\_\_\_

five days in advance of the bid opening. The Airport Director may issue by mail to all known bidders, an addendum explaining the City's position on the question(s) raised.

The City reserves the right to reject any and all bids, or any part thereof; to accept any bid or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest with or without cause. The City also reserves the right to evaluate bids based on best appropriate commercial use(s) of premises, including multiple commercial operations, a proposed aviation-related business not currently on the Airport, and a business plan for commencing immediate operations, in its sole discretion.

**ACCEPTANCE:** All bids submitted to the City of Show Low are to remain firm for a minimum period of 90 calendar days from the date the bids are officially opened, unless otherwise specified.

The successful bid is not officially accepted until such time as the bidder receives a written notice of acceptance from the City of Show Low Airport Director.

**IMPROVEMENTS:** In the event bidder proposes to construct additional improvements to a hangar, it is agreed that the bidder shall be fully responsible for developing all plans and specifications, the cost of and securing of all fees and permits, including sewer and water tap fees and permits, providing all capital, and shall provide all inspections and quality control exclusive of any inspection by the City. Bidder agrees that if the proposed improvements do not comply with the foregoing, the City has the right to cancel the Commercial Hangar Lease and Operating Agreement within 60 calendar days after notice of non-compliance and bidder further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.

**BID TABULATION:** The City will not disclose bid results over the telephone. Bid tabulations will be available for review at City Hall, 550 N. 9<sup>th</sup> Place, Show Low, Arizona. Those bidders who would like a copy of the bid results may obtain one by sending a stamped self-addressed envelope with their request.

## BID FORM

The undersigned bidder proposes and agrees, if this bid is accepted, to enter into a Commercial Hangar Lease and Operating Agreement for one, or more, of three hangars located at 3251 Airport Loop Road, attached as Appendix B and incorporated herein by this reference, with the City of Show Low.

The bidder accepts all of the terms and conditions of the Invitation to Bid and this Instructions for Bidders and Bid Form. The bid will remain subject to acceptance for ninety (90) days after the day of bid opening.

In submitting this bid, bidder represents that:

- (a) Bidder has examined the Bid Documents and any Addenda (receipt of all that is hereby acknowledged):

Date	Addenda Number	Date	Addenda Number
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- (b) Bidder has familiarized itself with the hangar and inclusive surrounding grounds, local conditions, and the Laws and Regulations that in any manner may affect the proposed commercial operations.
- (c) Bidder has provided to the Airport Director written notice of errors, inadequacies, or discrepancies that it has discovered in the bid documents and the written resolution thereof by the Airport Director is acceptable to bidder.
- (d) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporations. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm, or corporation to obtain for itself any advantage over any other bidder or over the City.
- (e) Bidder has reviewed the Commercial Hangar Lease and Operating Agreement attached as Appendix B and agrees to enter into same on the stated terms if selected.

INITIALS: \_\_\_\_\_

**I. LEASE BID**

Lease fees will be self-adjusting on an annual basis from the date of award based on a Consumer Price Index (CPI) applicable to the State of Arizona and as determined by the City of Show Low.

Provide your bid amount in dollars/cents for the first year:

<b>Minimum Bid:</b>	<b>\$3,500.00 Monthly Rental for Hangar (Does not include User Fees as set forth below)</b>
<b>Bid Amount:</b>	<b>\$ _____ (Monthly)</b>
<b>Proposed Annual Lease Amount:</b>	<b>\$ _____ (Year)</b>

The highest qualified Bidder shall be given their choice of which hangar(s) to occupy followed by the next highest Bidder(s) until all three hangars are occupied. In the event equal bid amounts are received from different Bidders, the City shall use the date and time stamp placed on the Bid envelope, when received by the City, to determine which bid came in before the other and the earliest bid shall be given the preference of which hangar to occupy. The highest qualified bidder shall be determined from a composite of the highest monetary bid and the value to airport points as determined by the City in its sole discretion.

**II. TERM**

The term of this lease shall be for a minimum of one (1) year up to a maximum of ten (10) years. (Make proposal – subject to negotiation.)

**III. USER FEES**

In addition to the Lease Bid presented above, bidders conducting Commercial Aeronautical Activities at the Show Low Regional Airport, as defined in the Show Low Airport Rules and Regulations and Minimum Standards, are notified that they will also be required to pay monthly User Fees in the following amounts:

- 1. Airframe and Powerplant Repair - \$150.00
- 2. Avionics Repair - \$150.00
- 3. Charter/Air Taxi Operations - \$250.00
- 4. Aircraft Rental -
  - One Aircraft Available - \$ 50.00
  - Two or More Aircraft Available - \$100.00
- 5. Aircraft Sales - \$100.00
- 6. Aircraft Flight Instruction - \$ 50.00

INITIALS: \_\_\_\_\_

7. Commercial Flying Club -	\$250.00
8. Special Commercial Activity -	\$125.00
9. Medical Air Ambulance -	\$750.00
10. Mobile Mechanics -	\$ 50.00

User Fees are set by the Show Low City Council and may be subject to change without notice or renegotiation.

Bidder shall pay each User Fee applicable to their activities however bidder shall not pay in aggregate more than the highest individual User Fee. Bidder shall be responsible for certifying to the Airport Director the activities to be undertaken to determine monthly User Fee amounts. User fees shall be in addition to the above referenced lease bid, also known as the Hangar Lease rent.

Bidder agrees and understands that all existing leasehold improvements are the property of the City of Show Low at all times herein, and all improvements constructed by bidder shall become the property of the City of Show Low upon the termination of any leases signed between the bidder and the City.

**IV. SUBLEASE FEES:**

Should bidder sublease or rent a portion or all of the leased premises, bidder shall pay the City of Show Low an additional five percent (5%) surcharge of bidder's lease fees as described in Section II, Lease Bid, above. A sublease shall be declared if bidder stores aircraft other than those registered in bidder's name in or on any portion of the leased premises. Noncommercial subleases shall not be allowed. Subleases for commercial purposes shall be subject to the completion of a Commercial Operating Agreement and payment of the applicable User Fees together with approval of the City Council. All subleases and sublessor activities must be in compliance with the Show Low Regional Airport Minimum Standards and Rules and Regulations.

**V. PREPAYMENT OF RENT**

Bidder agrees to pay to the City of Show Low an amount equal to first and last months rent based on the first year's Hangar Lease rate at execution of the Commercial Hangar Lease & Operating Agreement. This amount shall be deposited by the City and used as guaranteed funds to draw from in the event bidder is in default of payment of any or all amounts due to the City. Bidder's obligation to pay all amounts due shall not be waived due to prepaid amounts. Should bidder be delinquent on any amounts, the City will undertake to collect on these amounts and will implement the applicable sections of the Agreement pertaining to termination of the Agreement by the City. At the conclusion of the lease period, the three months of prepaid rent will be credited towards the last three months rent.

Bidder's initial Hangar Lease payment shall include the first month's lease payment as well as the aforementioned three months' prepayment.

**VI. SITE AND DEVELOPMENT PLAN**

Bidder will prepare and submit with the bid a site plan of any proposed improvements which details the type of construction, materials to be used, service areas, equipment

INITIALS: \_\_\_\_\_

storage areas, office, and other relevant site plan and development information. The site plan shall show all phased development and construction, if any.

Bidder shall ensure that any and all proposed improvements to the leased area(s) allow for continuous and unimpeded access to all taxiways and ramp areas. Bidder must ensure that clearances between buildings and taxiway/ramp centerlines meet FAA clearance criteria as defined in FAR 150/5300-13, Airport Design.

Communications from the City to the bidder concerning this bid shall be addressed to:

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The address and telephone number of bidder shall be indicated with the signature of a representative who is authorized to execute the bid.

Submitted on \_\_\_\_\_, 200\_\_\_\_.

Signature of Authorized Representative – as an Individual, Partnership, Corporation, or Joint Venture. Signature certifies that bidder agrees to the terms and conditions of the Invitation to Bid, this Instructions to Bidders and Bid Form and any addenda thereto, and that the bidder has legal authority to enter into the Ground Lease and Operating Agreement, attached as Appendix B, with the City. If bidder is:

**An Individual**

By: \_\_\_\_\_

(Name - printed – and Signature)

Doing Business As \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**A Partnership**

By: \_\_\_\_\_

(Firm Name)

\_\_\_\_\_  
(Name of General Partner – printed - and Signature)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

INITIALS: \_\_\_\_\_

**A Corporation**

By: \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_  
(Name of Person Authorized to Sign – printed – and Signature)

\_\_\_\_\_  
(Title)

**Corporate Seal**

Attest: \_\_\_\_\_  
(Secretary)

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**A Joint Venture**

By: \_\_\_\_\_  
(Name – printed – and Signature)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_  
(Name – printed – and Signature)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

***(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a part to the joint venture should be in the manner indicated above.)***

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**VALUE TO AIRPORT POINT SYSTEM TO  
DETERMINE QUALIFIED BIDDER**

**(TO BE COMPLETED BY CITY OF SHOW LOW)**

	POINTS	MAXIMUM POINTS
Services Provided		20
Financial Capabilities		20
Anticipated Community Benefit (Employees, airport impact, businesses served, other)		20
Past Experience		20
Term		10
Proposed Improvements		10
Ability to commence immediate commercial operations		20
Incentive for aviation-related businesses not currently operating on the Airport		20
<b>TOTALS</b>		<b>140</b>

**Notes from bid comparison**

INITIALS: \_\_\_\_\_

## APPENDIX A – HANGAR SPECIFICATIONS

Each hangar bay will be:

1. Approximately 90 feet by 90 feet with an 18-foot high clear opening, 70-foot wide bi-fold door;
2. Equipped with one unisex ADA compatible restroom with stubouts for a second restroom;
3. Equipped with interior radiant heat;
4. Equipped with oil/water separators with floor drains which the hangar tenant(s) will be responsible for the cleaning and operation of;
5. Equipped with separately metered 200 amp electrical service;
6. Metal walk-through doors on the front and back of the hangar with four (4) dual pane windows in each bay;
7. Connected to City water and sewer, power by APS;
8. R-19 insulation in the walls and purlins;
9. Two-hour firewalls between each bay and on each end;
10. Five (5) foot wide sidewalks on the back with sidewalks extending out to Airport Loop Road for access to automobile parking areas;
11. Separately metered for electric, propane, water, sewer and telephone. The hangar tenant(s) will be responsible for these costs.