A Tradition of Stewardship
A Commitment to Service

Request for Proposals

Fixed Base Operation Services
Napa County Airport
RFP NO. AIRPA001

Release Date: August 28, 2019
Due Date: March 27, 2020—by 5:00 PM Pacific Time.

Contact: Liz Habkirk
Deputy Director of Public Works – General Services
1195 3rd Street, Suite 101
Napa, CA 94559
(707) 259-8321
Liz.Habkirk@countyofnapa.org
Request for Proposal Contents

1. GENERAL INFORMATION ON RFP, AIRPORT, AND NAPA COUNTY ............... 5
   1.1 Purpose of RFP ........................................................................................................ 5
   1.1.1 Napa County Airport .......................................................................................... 6
   1.1.2 Airport Goals for Development and Operations .............................................. 6
   1.1.3 Location .............................................................................................................. 7
   1.1.4 General Layout ................................................................................................... 7
   1.1.5 Napa County Airport Aeronautical and Non-Aeronautical Activities ........... 8
   1.1.6 Government Operations .................................................................................... 8
   1.1.7 Airport Data ........................................................................................................ 8
   1.1.8 County Owned Aircraft Hangars ....................................................................... 9
   1.1.9 Primary Management and Compliance Documents (PMCDs) ....................... 10
   1.2 Potential Aeronautical Business ........................................................................... 10
   1.3 Closest Aeronautical Competition ........................................................................ 10
   1.4 Ineligible Respondents ....................................................................................... 11
      1.4.1 Current FBO Participation ............................................................................. 11
      1.4.2 Assignment To or Acquisition of Competing Business ................................. 11

2. SCHEDULE OF EVENTS .................................................................................. 12

3. PROPOSED SITE (AVAILABLE PROPERTY) ............................................. 12
   3.1 Property Details - Proposed Site Location .......................................................... 12
   3.2 Property Details - Required Development ......................................................... 12
      3.2.1 Property Details - Existing Self-Fuel Facility .............................................. 14
      3.2.2 Property Details - Existing Terminal Building & Other County Facilities .... 14
      3.2.3 Property Details - Moving Existing County Infrastructure ......................... 14
      3.2.4 Property Details - Storm Drain Improvements .......................................... 15
   3.3 Bulk Fuel Storage Facility .................................................................................... 15
   3.4 Zoning .................................................................................................................. 15
   3.5 Development Approval Process .......................................................................... 15
   3.6 Pioneering Period: Terminal Building & Hangar Space .................................... 15

4. MANDATORY PRE-PROPOSAL MEETING ........................................ 16

5. EVALUATION PROCESS ......................................................................... 17
   5.1 Evaluation Panel .................................................................................................... 17
   5.2 Pass/Fail Phase ..................................................................................................... 17
   5.3 Scoring Phase ...................................................................................................... 18
      5.3.1 Review of Proposals ....................................................................................... 18
      5.3.2 Interview .......................................................................................................... 18
   5.4 Negotiations ......................................................................................................... 18

6. PROPOSAL SUBMISSION INSTRUCTIONS AND LIMITATIONS .......... 19
   6.1 Submission Instructions ....................................................................................... 19
   6.2 Due Date/Non-Responsive or Late Proposals .................................................... 19
   6.3 Paper and Electronic Copies .............................................................................. 19
6.4 Page Limit .................................................................................................................. 19
6.5 Format ......................................................................................................................... 19
6.6 Performance Bond Requirement ............................................................................... 20
6.7 Signed Proposal ......................................................................................................... 20
6.8 Inquiries and Communications with the County ....................................................... 20
    6.8.1 Questions and Objections to RFP or Terms and Conditions of Agreement .... 20
    6.8.2 Communications and Integrity .......................................................................... 21
    6.8.3 Process and Integrity Guidelines ........................................................................ 22

7. PROPOSAL ................................................................................................................... 22

7.1 Required Information ............................................................................................... 22
    7.1.1 Cover Letter ....................................................................................................... 23
    7.1.2 Company Information ....................................................................................... 23
7.2 Revenue to the Airport ............................................................................................. 24
7.3 Total Capital Investment ......................................................................................... 24
7.4 Revenue to County General Fund ........................................................................... 24
7.5 Management Overview and Financial Qualifications ............................................. 25
    7.5.1 Business/Management Plan .............................................................................. 25
    7.5.2 Demonstrated Experience .................................................................................. 26
    7.5.3 Project Organization and Key Personnel ............................................................ 26
    7.5.4 References ........................................................................................................ 27
    7.5.5 Financial Qualifications Information ................................................................. 27
    7.5.6 Financial Projections ........................................................................................ 28
7.6 Development Project/Contemplated Facilities ......................................................... 28
    7.6.1 Development Considerations ........................................................................... 29
7.7 Benefits to the Community ...................................................................................... 29
7.8 Proposal Bond .......................................................................................................... 29

8. GENERAL CONDITIONS ............................................................................................ 30

8.1 Consequences of Submission of Proposal ................................................................ 30
8.2 Acceptance/Rejection of Proposal ........................................................................... 30
8.3 Examination of Proposal Materials and Exemplar Agreement ............................... 31
8.4 RFP vs. Exemplar Agreement .................................................................................. 32
8.5 Nondiscrimination ..................................................................................................... 32
8.6 Objections to this RFP and/or the Exemplar Agreement ......................................... 32
8.7 Protests or Objections ............................................................................................... 32
    8.7.1 Submitting Protests ......................................................................................... 32
    8.7.2 Resolution Process ........................................................................................... 33
    8.7.3 Appeal to the Board of Supervisors ................................................................. 33
    8.7.4 Stay of Procurement Action During a Protest .................................................. 33
8.8 Insurance Requirements ........................................................................................... 34
8.9 Respondent’s Duty to Execute Agreement/Proposal Bond ..................................... 34
8.10 Public Records ......................................................................................................... 34
8.11 Indemnity and Cost ................................................................................................ 35
8.12 Real Estate Brokers/Agents .................................................................................... 35
8.14 General Conditions ................................................................................................. 35
8.15 RFP Addenda ........................................................................................................... 36
8.16 Notifications .......................................................................................................................... 36
9. EXHIBITS ................................................................................................................................... 37
1. General Information on RFP, Airport, and Napa County

1.1 Purpose of RFP

Napa County (County) seeks proposals to develop facilities and provide Fixed Based Operator (FBO) Services on approximately 10 acres of prime property near the entrance of the Napa County Airport (Airport) in Napa, California. The County aims to attract a qualified and recognized provider of FBO services to enter into a long-term ground lease; construct significant additional apron area; develop high-quality FBO facilities, including new hangars and terminal space; and provide services consistent with the Airport’s Minimum Standards, Rules and Regulations, and Development Standards. Through this RFP and the resulting development of modern facilities, the County hopes to improve and expend services, as well as to increase competition on the airfield, benefiting all users of the Airport. Proposals are limited to general aviation facilities and services allowed under the Airport’s Master Plan and Minimum Standards.

Due to its proximity to Napa’s distinct landscape and world-class goods and services, the Airport is well positioned to increase the traffic of medium and large turbine aircraft operators utilized by charter companies, corporations, and high net worth individuals. Increasing this traffic will benefit the Airport and bring this clientele into the region to the benefit of local businesses and the surrounding communities. Respondents are therefore encouraged to address how they will compete at the Airport and facilitate increased use of the Airport. Additionally Respondents should demonstrate an understanding of the local ‘small General Aviation (GA)’ (single and light twin engine aircraft) community and describe how they will be integrated into the Respondent’s business plan.

The County will require the Successful Respondent to lease the entire area labeled ‘West FBO’ within the Draft Terminal Area Plan (EXHIBIT A) (approximately 10 acres) for this RFP (the “Available Property”). The Successful Respondent will be required to plan, design, develop, finance, construct, and operate facilities within the Available Property. While this acreage exceeds the minimum requirement of four acres set forth in the minimum standards, the County has determined that the unique benefits of locating within the Available Property warrants the additional required lease space and related capital improvements. Proposals that attempt to lease acreage less than the Available Property will be considered non-responsive. Similarly, any future leases within the area labeled ‘East FBO’ within the Draft Terminal Area Plan would be subject to the same approximate 10 acre development area.

The new development should complement and expand on the provision of aeronautical services offered by the existing FBO\(^1\). Accordingly, Respondents must show a proven record of accomplishment for developing a modern, efficient, and visually attractive FBO terminal complex. The Successful Respondent will be required to design FBO facilities that will capture the uniqueness of the Napa Valley. Such design will be subject to an architectural design review and approval process as prescribed within the Airport’s Development Standards. The Successful

---

\(^1\) Services are described in Section 1.1.5 of this RFP
Respondent will also show its capability to yield economic benefits to itself, the Airport, Napa County, and the region.

1.1.1. **Napa County Airport (KAPC)**

The Airport is a public facility owned and operated by its Sponsor, Napa County. The Federal Aviation Administration (FAA) has designated KAPC as a National Category airport in the National Plan of Integrated Airport Systems (NPIAS). The Airport actively participates and receives grants from the Federal and State Airport Improvement Program (AIP).

From the 1970s to the present, the Napa Valley has grown into a highly desirable tourist destination. Events like Auction Napa Valley, BottleRock, the Safeway Open, corporate retreats, and major events at the nearby Sonoma Raceway, create significant demands at the Airport. In 2018, the Napa Valley welcomed a total of 3.85 million visitors, an increase of 10% from 2016. The Airport plays a significant role in attracting and welcoming these visitors to the region.

The Airport is designed and operated for corporate executives, charter and cargo flights, and private aircraft owners. The Airport experienced an average of 47,000 annual aeronautical operations (aircraft take-offs and landings) during the past five years without the delay experienced at airports that also serve commercial passenger carriers. Using the Federal Aviation Administration’s accepted multiplier of 2.5 passengers per operation, the Airport greets an average of over 117,500 passengers annually. The Airport is served daily by an FAA Control Tower. The Airport also maintains an active waiting list for T-Hangars and box hangars and there is a significant interest for additional corporate hangars to support based aircraft needs.

Currently, the County is undertaking the most significant improvement to its facilities in the last 30 years. The County is nearing completion of a $15 million capital project to rehabilitate the primary runway (18R/36L), the shorter parallel runway, and a portion of the crosswind runway. Airfield lighting improvements are also included in this project. This rehabilitation project will enhance the Airport’s utility and safety for the operation of all classes, types, and categories of General Aviation aircraft utilizing the Airport. More information on this project can be found on the County’s webpage at [https://www.countyofnapa.org/2464/Construction](https://www.countyofnapa.org/2464/Construction).

1.1.2. **Airport Goals for Development and Operations**

1.1.2.1 Enhance airfield infrastructure to support the operation of the Airport’s current and future fleet mix.
1.1.2.2 Maintain compliance with FAA Grant Assurances, which includes encouraging on-field business competition.
1.1.2.3 Maintain a safe, secure and thriving General Aviation airport offering superior products and services for reasonable prices.
1.1.2.4  Provide a positive experience for tenants, businesses, visitors, and stakeholders.
1.1.2.5  Create a gateway to the Napa Valley through the implementation of positive business culture, creative and innovative facility designs and aesthetics, operational innovations, ancillary amenities, and high-quality standards for products and services.
1.1.2.6  Capitalize on synergies to stimulate new businesses and/or expand opportunities for existing businesses.
1.1.2.7  Improve the Airport’s economic performance through market-based rents, fees, capital contributions, and workforce activities.
1.1.2.8  Provide support to multiple aeronautical businesses in order to develop an FBO presence that promotes a sense of place and pride at the Airport.

1.1.3.  Location

The Airport is situated at the southern entrance to Napa Valley near the intersection of State Route 29 and State Route 12. The Airport is approximately 5 miles south of the Napa City Limits and 3 miles north of the City of American Canyon. The Airport’s mailing address is:

Napa County Airport
2030 Airport Road
Napa, California 94558

1.1.4.  General Layout

The Airport is bounded on the south and west by marshlands and the Napa River, and on the east and north by the Southern Pacific Railroad and an industrial business park (See EXHIBIT B for recent aerial photograph).

The urban development to the east primarily includes industrial and heavy commercial land uses along State Route 29, Airport Boulevard, Tower Road, and Green Island Road. The Napa Valley Gateway Business Park is located northeast of the Airport, extending north of Airport Boulevard. The 386-acre development accommodates research and development, office, light assembly, and warehouse/distribution facilities. Napa Valley Corporate Park, just north of the Airport, and the Gateway Project to the east side of the Airport are home to a growing number of businesses.

Additionally, a 218-acre industrial complex is being developed to the south of the Airport within the City of American Canyon. The project is commonly referred to as the Napa Logistics Park. This development is planned to have up to 2.9 million square feet of warehouse/distribution space for wine and non-wine related users.
1.1.5. Napa County Airport Aeronautical and Non-Aeronautical Activities

Lynx FBO\(^2\) ("Lynx") is a full-service FBO that provides aircraft fuel (100LL and Jet A), aircraft charter and management, flight training, aircraft maintenance (for piston and turbine aircraft), avionics installation and repair, aircraft sales and acquisition, and concierge services.

The Runway by Patrick is a restaurant located in the Airport terminal building. It serves modern, yet Classic American comfort food on the edge of the Airport’s aircraft parking ramp.

REACH Air Medical Services began providing air medical transport services out of the Airport in the summer of 2018. The base provides emergency air medical transport services 24-hours a day, seven days a week to the communities of Napa County and the surrounding regions.

1.1.6. Government Operations

The California Highway Patrol Air Operations Unit based at the Airport provides no-fee aviation support services to public safety agencies in the San Francisco Bay Area. This unit provides law enforcement support, search and rescue, and emergency medical services in the nine Bay Area Counties.

1.1.7. Airport Data

*Airport Operational Statistics*

Operation statistics provided by the Airport Master Record & Report as of July 30, 2019.

<table>
<thead>
<tr>
<th>Aircraft based on the field: 137</th>
<th>Aircraft operations: avg. 129/day *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single engine airplanes: 119</td>
<td>50% transient general aviation</td>
</tr>
<tr>
<td>Multi-engine airplanes: 7</td>
<td>41% local general aviation</td>
</tr>
<tr>
<td>Jet airplanes: 7</td>
<td>9% air taxi</td>
</tr>
<tr>
<td>Helicopters: 4</td>
<td>&lt;1% Military</td>
</tr>
<tr>
<td>Gliders airplanes: 2</td>
<td>* Based on Airport Traffic Activity System (ATADS) reporting an operational count of 47,211 for the 12-month period June 30, 2019.</td>
</tr>
</tbody>
</table>

\(^2\) Lynx acquired Napa Jet Center in 2018, which had previously acquired Bridgeford Flying Service in 2011.
Annual Fuel Sales (Table 1.1)

FBO Fuel gallons combined FBO and reported self-fueling from 2009 through 2018:

<table>
<thead>
<tr>
<th>Year</th>
<th>Avgas</th>
<th>Jet</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>103,915</td>
<td>1,298,508</td>
<td>1,402,423</td>
</tr>
<tr>
<td>2010</td>
<td>90,845</td>
<td>1,471,015</td>
<td>1,561,860</td>
</tr>
<tr>
<td>2011</td>
<td>106,239</td>
<td>1,479,384</td>
<td>1,585,623</td>
</tr>
<tr>
<td>2012</td>
<td>85,201</td>
<td>1,561,385</td>
<td>1,646,586</td>
</tr>
<tr>
<td>2013</td>
<td>77,418</td>
<td>1,800,833</td>
<td>1,878,251</td>
</tr>
<tr>
<td>2014</td>
<td>74,049</td>
<td>1,802,253</td>
<td>1,876,302</td>
</tr>
<tr>
<td>2015</td>
<td>91,094</td>
<td>1,921,042</td>
<td>2,012,136</td>
</tr>
<tr>
<td>2016</td>
<td>90,332</td>
<td>2,151,365</td>
<td>2,241,697</td>
</tr>
<tr>
<td>2017</td>
<td>95,801</td>
<td>2,101,465</td>
<td>2,197,266</td>
</tr>
<tr>
<td>2018</td>
<td>90,227</td>
<td>2,135,131</td>
<td>2,225,358</td>
</tr>
</tbody>
</table>

Annual Aircraft Operations (Table 1.2)

Ten-year annual aircraft operations as reported in the FAA’s ATADS 2009 thru 2018.

<table>
<thead>
<tr>
<th>Year</th>
<th>Total IFR</th>
<th>Total VFR</th>
<th>Total Itinerant</th>
<th>Local</th>
<th>Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>11,709</td>
<td>39,413</td>
<td>51,122</td>
<td>49,450</td>
<td>100,572</td>
</tr>
<tr>
<td>2010</td>
<td>11,771</td>
<td>26,246</td>
<td>38,017</td>
<td>26,812</td>
<td>64,829</td>
</tr>
<tr>
<td>2011</td>
<td>10,565</td>
<td>22,582</td>
<td>33,147</td>
<td>22,828</td>
<td>55,975</td>
</tr>
<tr>
<td>2012</td>
<td>10,647</td>
<td>19,934</td>
<td>30,581</td>
<td>13,405</td>
<td>43,986</td>
</tr>
<tr>
<td>2013</td>
<td>10,771</td>
<td>19,954</td>
<td>30,725</td>
<td>14,762</td>
<td>45,487</td>
</tr>
<tr>
<td>2014</td>
<td>11,264</td>
<td>19,348</td>
<td>30,612</td>
<td>12,974</td>
<td>43,586</td>
</tr>
<tr>
<td>2015</td>
<td>12,631</td>
<td>22,567</td>
<td>35,198</td>
<td>14,056</td>
<td>49,254</td>
</tr>
<tr>
<td>2016</td>
<td>12,765</td>
<td>20,345</td>
<td>33,110</td>
<td>12,585</td>
<td>45,695</td>
</tr>
<tr>
<td>2017</td>
<td>11,925</td>
<td>21,097</td>
<td>33,022</td>
<td>16,820</td>
<td>49,842</td>
</tr>
<tr>
<td>2018</td>
<td>12,977</td>
<td>21,790</td>
<td>34,767</td>
<td>15,307</td>
<td>50,489</td>
</tr>
</tbody>
</table>

Note: 2009 marked the last year of operations for the JAL Flight Training Facility

1.1.8. County Owned Aircraft Hangars

There are 116 County owned T-hangars, 46 shade hangars, and 10 corporate box hangars. Hangar space is at a premium at the Airport with significant wait lists. Napa County owns and manages these existing hangars. In addition, there are 95 tie-down
spaces. Further details regarding the specifics on these hangars and the associated rents can be found on the Airport’s website.

1.1.9. Primary Management and Compliance Documents (PMCDs)

The County adopted updated PMCDs in 2019. The PMCDs are a collection of documents that are comprised of Rules and Regulation; General Aviation Minimum Standards; General Aviation Leasing/Rents; and Fees Policy; and Development Standards. The Airport’s PMCDs are available for review at https://www.countyofnapa.org/2459/Airport-Policies-PMCDs.

Any entity seeking to operate an FBO at the Airport must satisfy the General Requirements listed in Section 3 of the Minimum Standards. Proposals must identify all commercial aeronautical activities to be provided, which must not be less than those services required of FBOs under the Minimum Standards, and must include information demonstrating that the Respondent will satisfy each of the Minimum Standards applicable to such commercial aeronautical activities.

1.2 Potential Aeronautical Business

Napa’s Chamber of Commerce lists member businesses by category and name with complete contact information at https://business.napachamber.com/list. This list will help a Respondent establish an understanding of potential business in the region for aeronautical services such as air charter, flight instruction, aircraft sales and rental, and car rental.

‘Visit Napa Valley’ is the official tourism marketing organization for the Napa Valley and they develop and implement marketing programs aimed at targeted consumers to build overnight stays. Their work includes bi-annual research on tourism trends and impacts in the Napa Valley. Information can be found at https://www.visitnapavalley.com

1.3 Closest Aeronautical Competition

Besides the air carrier airports in San Francisco, Sacramento, Oakland and several small General Aviation Airports within 50 miles of the Napa County Airport, Charles M. Schulz – Sonoma County Airport in Santa Rosa, California is the nearest competitive airport for medium and large turbine business aircraft.

Sonoma County Airport is located 30.7 nautical or 35.3 statute miles northwest of the Airport. A brief comparison of their infrastructure, navigation aids, and services to Airport is shown in Table 1.3.
## Napa and Sonoma County Airport Comparisons (Table 1.3)

<table>
<thead>
<tr>
<th>Airport</th>
<th>Primary Runway</th>
<th>NAVAIDS</th>
<th>FBOs</th>
<th>Other Businesses</th>
<th>Annual Operations (6/2018-6/2019)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Napa</td>
<td>RW 19R/1L</td>
<td>RW 1 ILS-DME 1,400’ MALS</td>
<td>Lynx FBO Network Full Svc</td>
<td>The Runway Restaurant</td>
<td>47,211</td>
</tr>
<tr>
<td></td>
<td>Dimensions: 5930 x 150 ft.</td>
<td>1,400’ MALS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Surface: Asphalt</td>
<td>ILS-DME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Good condition</td>
<td>LOC-DME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Weight-bearing: SW: 102.0</td>
<td>Kaiser Air Full Svc</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DW: 134.0</td>
<td>Sonoma Jet Center Full Svc</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sonoma</td>
<td>RW 14/32</td>
<td>RW 32 ILS/LOC-DME 1,400’ MALSAR</td>
<td>Kaiser Air Full Svc</td>
<td>Sky Lounge Restaurant</td>
<td>79,205</td>
</tr>
<tr>
<td></td>
<td>Dimensions: 6000 x 150 ft.</td>
<td>1,400’ MALSAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Surface: Asphalt/grooved</td>
<td>ILS/LOC-DME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Good condition</td>
<td>LOC-DME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Weight-bearing: SW: 120.0</td>
<td>Sonoma Jet Center Full Svc</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DW: 184.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DT: 300.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 1.4 Ineligible Respondents

#### 1.4.1. Current FBO Participation

Based on FAA guidance, the Airport’s existing FBO, Lynx and its affiliates are ineligible to respond to this RFP. The purpose of this RFP is to confirm there is a market for an unaffiliated second FBO to compete at the Airport and promote increased development. Respondents should assume that if selected, their firm will be competing in a two FBO market as the Exemplar Agreement expressly prohibits assignment with another FBO provider at the Airport and any attempt to price fix or consolidate, sell to, or otherwise combine the new FBO with Lynx, or any future assignee shall constitute a default.

The County intends to enter into negotiations with Lynx on a new or extended lease agreement for that area labeled as “East FBO” (see EXHIBIT A) which will be an area for development mirroring that on the Available Property. Staff anticipates simultaneous negotiations and contract execution for both FBOs resulting in similar lease terms and conditions. The County believes that new lease terms on both properties will best achieve the County’s goals listed in Section 1.1.2 of this RFP.

#### 1.4.2. Assignment To or Acquisition of Competing Business

The County will include terms specific to future lease assignments as being at the sole discretion of the Board of Supervisors.
2. **Schedule of Events**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 28, 2019</td>
<td>Request for Proposal released</td>
</tr>
<tr>
<td>September 25, 2019</td>
<td>Optional Airport Tour, 1:00 PM PST</td>
</tr>
<tr>
<td>October 22-24, 2019</td>
<td>Napa County Airport Marketing at National Business Aviation Assoc. Conf.</td>
</tr>
<tr>
<td>November 13, 2019</td>
<td>Mandatory Pre-Proposal Meeting, 1:00 PM PST</td>
</tr>
<tr>
<td>December 9, 2019</td>
<td>Questions/Objections due by 5:00 PM Pacific Time</td>
</tr>
<tr>
<td>January 15, 2019</td>
<td>Responses to questions will be published</td>
</tr>
<tr>
<td>February 5, 2019</td>
<td>Additional Questions/Objections due by 5:00 PM Pacific Time</td>
</tr>
<tr>
<td>February 28, 2019</td>
<td>Additional Responses to questions will be published</td>
</tr>
<tr>
<td>March 27, 2020</td>
<td>Proposals due by 5:00 PM Pacific Time</td>
</tr>
<tr>
<td>May 15, 2020</td>
<td>Interviews with selected Respondents (if necessary)</td>
</tr>
<tr>
<td>June 2020</td>
<td>Board of Supervisors Discussion and Direction</td>
</tr>
</tbody>
</table>

Dates may be changed at the discretion of the County and Respondents will be notified through written addendum that shall be posted on the County’s website.

3. **Proposed Site (Available Property)**

3.1 **Property Details - Proposed Site Location**

The Available Property is highly visible when entering the Airport from Airport Boulevard as well as centrally located in the Airport terminal area between the 1950 and 2000 Airport Road complex and the existing FBO.

3.2 **Property Details - Required Development**

By October 2022, the Successful Respondent will be required to construct approximately 100,000 square feet of new apron, a new FBO Terminal Complex, that includes hangar(s) and adequate vehicle parking area.

The County expects that the Successful Respondent will develop the site to provide the infrastructure and facilities required to conduct all services required to meet the Airport’s Minimum Standards. Facilities shall include the construction of an FBO terminal building, and maintenance and community hangars. Infrastructure improvements include utility connections, safety and security provisions, and an aircraft apron that conforms to federal, state, and local construction standards. Respondents shall also incorporate requirements for landside site work, including stormwater quality elements and landscaping.
Respondents should incorporate the following required milestones within their Proposal:

**Milestone Requirements (Table 3.1)**

<table>
<thead>
<tr>
<th>Milestone/Requirement</th>
<th>Responsible Entity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relocate Sewer &amp; Road Realignment Design</td>
<td>County</td>
<td>August 2020</td>
</tr>
<tr>
<td>Submit for County Design Review (Terminal Complex*)</td>
<td>Respondent</td>
<td>January 2021</td>
</tr>
<tr>
<td>Fuel Farm Expansion</td>
<td>Respondent</td>
<td>May 2021</td>
</tr>
<tr>
<td>Relocate Electrical Vault &amp; Beacon Equipment</td>
<td>County</td>
<td>October 2021</td>
</tr>
<tr>
<td>Submit for County Schematic Plan Review (Terminal Complex)</td>
<td>Respondent</td>
<td>April 2021</td>
</tr>
<tr>
<td>Receive Building/Grading Permits (Terminal Complex)</td>
<td>Respondent</td>
<td>October 2021</td>
</tr>
<tr>
<td>Receive Certificate of Occupancy (Terminal Complex)</td>
<td>Respondent</td>
<td>October 2022</td>
</tr>
<tr>
<td>Demolition of Maintenance Building</td>
<td>Respondent</td>
<td>October 2022</td>
</tr>
<tr>
<td>Complete New Apron Improvements</td>
<td>Respondent</td>
<td>October 2022</td>
</tr>
<tr>
<td>End of Pioneering Period - Full compliance with all FBO Minimum Standards</td>
<td>Respondent</td>
<td>April 2023</td>
</tr>
<tr>
<td>Complete Existing Apron Improvements</td>
<td>Respondent</td>
<td>December 2025</td>
</tr>
</tbody>
</table>

*Terminal Complex consists of new Terminal Building, Community and Maintenance Hangar and vehicle parking area.

In addition to new infrastructure, the Successful Respondent will need to maintain the existing apron throughout the lease term and make required upgrades (i.e. reconstruct) to the existing apron by December 2025. Any new or reconstructed apron areas shall be designed and constructed to accommodate the Airport’s fleet mix at that time. The Airport’s existing fleet mix is presented in EXHIBIT C.

In order to facilitate the required development, the County will allow the Successful Respondent to engage in commercial FBO activity after (1) constructing the necessary fuel storage facilities required by the Minimum Standards contiguous to the Airport’s existing Fuel Farm (a.k.a. Fuel Storage Facility) labeled 31 within EXHIBIT A, (2) leasing a minimum of 5,000 square feet of existing office space within 2000 Airport Road, and (3) leasing hangar space...
within 1950 and 2000 Airport Road labeled as 28, 29 and 30 on EXHIBIT A and described more fully below.

### 3.2.1. Property Details - Existing Self-Serve Fuel Facility

On the eastern edge of the existing ramp of the Available Property is an avgas self-serve fuel facility (labeled 27 within EXHIBIT A) managed by the existing FBO pursuant to Napa County Agreement No. 6163 (Agreement 6163) entered into between the County and the existing FBO on October 28, 2003. Agreement 6163, which is titled as a License Agreement for Installation and Operation of a 100LL Self-Serve Fuel Facility within a 60’ x 12’ area, currently runs until June 30, 2029.

The County intends to work with the existing FBO to relocate this facility outside of the Available Property. Until that facility is relocated, the Successful Respondent will be required to provide access to the existing FBO’s employees and contractors in addition to the public to and from this self-serve fuel facility. Any updates related to the potential relocation of the Existing Self-Serve Fuel Facility that come from negotiations with the existing FBO will be provided via addendum to this RFP to all potential Respondents.

### 3.2.2. Property Details - Existing Terminal Building & Other County Facilities

To accommodate the new construction, the County will ultimately demolish the existing terminal building (labeled 23 within EXHIBIT A). The County intends to work with the existing FBO and other leaseholders within the existing Terminal Building to unencumber the building and facilitate the conversion of the area to apron space. Until those leases can be renegotiated or expire, the Successful Respondent will not have rights for use of that space, including a 25’ access setback. The latest anticipated date the Successful Respondent will have rights to that area is June 2028. Any updates related to the potential early termination of leases within the existing Airport terminal building that come from negotiations with lessees will be provided via addendum to this RFP to all potential Respondents.

Additionally, there are two Airport Operations maintenance buildings (labeled 25 & 26 within EXHIBIT A) immediately west of the existing terminal building. Respondents should anticipate not having control over that portion of the Available Property until November 2020, at which time the Successful Respondent will have the responsibility to remove buildings 25 & 26 by October 2022.

### 3.2.3. Property Details - Moving Existing County Infrastructure

County facilities that will need to be relocated consist of a sanitary sewer line, the airfield electrical vault and associated electrical lines, a rotating beacon, the existing parking lot, and a portion of Airport Road. The County has initiated the environmental review and design process for the relocation of these items outside of the Available Property. It is anticipated the County will complete the relocation of these facilities to
areas off of the Available Property as described in Table 3.1. Respondents should assume the County will have ongoing control of those existing facilities and may require frequent access through these dates. Within the Agreement, the Successful Respondent will be required to accept those portions of the Available Property and begin paying rent upon the County’s completion of the relocation of its infrastructure.

3.2.4. Property Details - Storm Drain Improvements

The development of the Available Property, including the expansion of the existing apron, will require storm drain improvements meeting state and local standards to accommodate the proposed expanded apron area. Preliminary design for grading and drainage improvements have not yet been developed. As part of the environmental and preliminary design effort, the County has contracted for a topographic survey of the Available Property and will provide such information within an addendum by January 2020.

3.3 Bulk Fuel Storage Facility

The Airport has a single fuel storage facility (Fuel Farm) located northwest of the proposed West FBO site (labeled 31 within EXHIBIT A). A portion of the Fuel Farm will be included as part of the FBO lease and operating agreement. The Successful Respondent must expand and develop a portion of the Fuel Farm for their sole use to meet the minimum product storage requirements within the Minimum Standards.

3.4 Zoning

The property is zoned AV Airport District.

3.5 Development Approval Process

In addition to the milestones outlined in Table 3.1, the PMCDs referred to in Section 1.1.9 detail the anticipated approval and development process. The County has initiated an Airport Layout Plan (ALP) update with the FAA that will address California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) review for the Napa Terminal Area Redevelopment Project which is expected to be consistent with the Draft Terminal Area Plan attached as EXHIBIT A. Respondents will be required to comply with all applicable federal, state, and local laws and secure all necessary approvals prior to development.

3.6 Pioneering Period: Terminal Building & Hangar Space

Beginning in the early 1970’s and reaching full buildout in the 1990’s, Japan Air Lines constructed a pilot training facility comprising 21,660 square feet of hangar space, 78,950 square feet of office and shop space, and a 6,070 square foot flight simulator bay. This facility is comprised of two buildings located at 1950 and 2000 Airport Road, which is next to the Airport’s main apron and labeled 28, 29, and 30 within EXHIBIT A. In 2014, the International Airline Training Academy (IATA) began operations in the facility and made minor improvements until their lease ended in 2017.
Upon the effective date of the Agreement, the County will allow the Successful Respondent to operate under a pioneering period, as defined in the Minimum Standards, until April 2023 (the “Pioneering Period”).

During the Pioneering Period, the Successful Respondent will not be required to fully meet the minimum standards for Community Hangar space or Aircraft Maintenance hangar space and will be allowed to lease space within 1950 and 2000 Airport Road to meet the minimum standards for FBO Terminal Building square footage. The facility is structurally sound; however, there are necessary capital improvements, including but not limited to the HVAC system, which needs to be overhauled or replaced. The facility could also be used for a variety of purposes including, company headquarters, aircraft maintenance and service operations, aviation-related manufacturing and component aircraft parts operations, and aviation-related education programs.

Once the Pioneering Period is over, no facilities existing at the time of lease execution, including but not limited to 1950 and 2000 Airport Road shall be counted towards meeting the Airport’s Minimum Standards for FBO Terminal Building square footage, Aircraft Maintenance hangar space, or Community Hangar Space. The Successful Respondent will need to have completed the construction of new facilities to meet those Minimum Standards. (All other Minimum Standards shall apply throughout the term of the lease, including the Pioneering Period.)

The County will reassert management of 1950 and 2000 Airport Road after the Pioneering Period.

4. Mandatory Pre-Proposal Meeting

A mandatory Pre-Proposal Meeting and Site Visit is scheduled for November 13, 2019 at the Airport Terminal Building located at 2030 Airport Road, Napa, CA. The meeting will start promptly at 1:00 pm and is anticipated to last approximately two hours.

The purpose of the meeting will be to walk the Available Property, including the facilities available during the pioneering period, discuss the RFP’s requirements, and receive written questions. ALL RESPONDENTS ARE REQUIRED TO ATTEND THE PRE-PROPOSAL MEETING.

The County requests that Respondents RSVP by e-mailing the attached EXHIBIT D – Pre-Proposal Meeting RSVP at least five (5) days prior to the mandatory Pre-Proposal Meeting.

Questions asked at the Pre-Proposal Meeting must be submitted in writing at the Pre-Proposal Meeting. Cards will be provided at the conference for this purpose. Respondents should note that all questions pertaining to this RFP are to be submitted in writing to the primary contact specified below whether submitted prior to, during, or after the Pre-Proposal meeting.
Questions and Pre-Proposal Meeting RSVP shall be submitted via email to:

Liz Habkirk  
Deputy Director of Public Works – General Services  
Liz.Habkirk@countyofnapa.org

Questions that would constitute an evaluation of a response being prepared or that might give an unfair advantage to a potential Respondent will not be answered. Answers to questions will be made available to all Respondents through an addendum to this RFP.

Except for the above named, potential Respondents should not contact Napa County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the proposal submitted by that Respondent.

No prior, current, or post-award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or change any terms or obligations of this RFP or any agreement resulting from this process.

5. Evaluation Process

5.1 Evaluation Panel

The content of each Proposal will be subject to evaluation and scored by an evaluation panel (the “Panel”). The Panel to be established by the County will evaluate the Proposals in accordance with the evaluation criteria outlined below to develop a ranked list of Respondents. The Panel may consist of members from within and/or outside the County.

5.2 Pass/Fail Phase

As part of the proposal evaluation process, the County will screen all proposals to ensure compliance with the Minimum Standards and for completeness with requirements contained in the RFP. Proposals not meeting the minimum criteria, will be disqualified from further consideration and will be so notified in writing.
5.3 Scoring Phase

5.3.1. Review of Proposals

The evaluation panel will score and then rank order qualifying proposals using the criteria outlined below.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Percentage</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue to the Airport(^3)</td>
<td>40%</td>
<td>Section 7.2 of this RFP</td>
</tr>
<tr>
<td>Total Capital Investment</td>
<td>25%</td>
<td>Section 7.3 of this RFP</td>
</tr>
<tr>
<td>Revenue to the County General Fund(^4)</td>
<td>15%</td>
<td>Section 7.4 of this RFP</td>
</tr>
<tr>
<td>Management Overview and Financial Qualifications</td>
<td>10%</td>
<td>Section 7.5 of this RFP</td>
</tr>
<tr>
<td>Development Plan</td>
<td>5%</td>
<td>Section 7.6 of this RFP</td>
</tr>
<tr>
<td>Benefits to the local community</td>
<td>5%</td>
<td>Section 7.7 of this RFP</td>
</tr>
</tbody>
</table>

5.3.2. Interview

The Panel may request interviews with one or more Respondent(s) for due diligence purposes. The County recommends that personnel who have primary responsibility for performing the services and work that are the subject of this RFP participate in the interview process.

5.4 Negotiations

Once the final ranking is completed, staff intends on presenting the highest ranked Respondent to the Board of Supervisors for direction to engage in negotiations. By submitting a proposal, Respondents agree to be bound by the terms of their proposal and exemplar agreement, including, but not limited to, all rents, minimum annual guarantees (fuel flowage and taxes), and square footage requirements; however, the County reserves the right, at its sole discretion, to further negotiate any terms.

---

\(^3\) Revenue to the Airport will be calculated as the (1) proposed annual ground rent multiplied by the proposed term plus (2) the proposed MAG fuel flowage fees multiplied by the proposed term. For the purpose of this calculation, a maximum term of 30 years will be applied.

\(^4\) Estimates of the value of property improvements and based aircraft will be used to develop a Minimum Annual Guarantee to be included in the Successful Respondent’s agreement.
6. Proposal Submission Instructions and Limitations

6.1 Submission Instructions.

Each Respondent shall submit its Proposal in a sealed package and shall write/type the following identification information on the outermost portion of the sealed package plainly marked “RFP for Fixed Based Operator Services.” The Proposal must be addressed to:

Liz Habkirk  
Deputy Director of Public Works – General Services  
Napa County  
1195 3rd Street, Suite 101  
Napa, CA 94559

6.2 Due Date/Non-Responsive or Late Proposals.

Respondents may deliver proposals in person, by U.S. Mail (postmarks not accepted), or another professional courier. Proposals received in the Department of Public Works after 5:00 p.m. Pacific Time on March 27, 2020, will not be considered under any circumstances. Late proposals will be returned to the sender. It is the responsibility of each Respondent to ensure timely delivery.

6.3 Paper and Electronic Copies.

Respondents shall submit one (1) original and five (5) copies of the RFP response, including all required forms and supporting documentation, and one (1) electronic formatted copy of the unbound Proposal’s entire content on a USB memory stick/thumb drive, which is compatible with the Microsoft operating system.

It is recommended that Respondents submit proposals on paper that contains at least 30% recycled content and print on both sides (duplex).

6.4 Page Limit.

Proposals shall not exceed fifteen (15) double-sided pages, excluding front and back covers, section dividers, table of contents, cover letter, and exhibits, resumes, plans, and renderings. Proposals should be prepared in a concise manner that clearly responds without embellishment to the information requested in this RFP.

All information provided as a response to this RFP should be in the context of the information requested in the RFP. Proposals shall not include additional flyers, brochures, or marketing material.

6.5 Format.

Proposals must be typewritten (minimum font size is 11 point for narrative text) on white 8½” x 11” paper, in portrait format and must be unbound. Tables or exhibits may be submitted in
landscape format using up to 11” x 17” paper. Scaled drawings (e.g., facility plans) shall be submitted on 24” x 36” paper or 12” x 18” (half size) paper.

Proposals must be submitted following the format prescribed in this RFP. The County reserves the right to not consider proposals not submitted in the manner prescribed.

6.6 Performance Bond Requirement

Prior to any agreement becoming effective as a result of this RFP, the Successful Respondent will be required to provide a bond or irrevocable letter of credit (from a commercial bank rated B or better by a nationally recognized rating agency) in an amount equal to the cost of the proposed capital improvements that guarantees the timely, full, and faithful performance of the construction obligations in an amount equal to the cost of the proposed capital improvements.

6.7 Signed Proposal

Consistent with Section 7.1.1 below, either those individuals specified in Corporations Code Section 313 or an individual with delegated authority to bind the proposing entity contractually shall sign the proposal. All signatures must also indicate the title or position of each signatory. An unsigned proposal shall be rejected.

Any modification, amendment, addition, or alteration to any portion of a proposal must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submission. An individual who is authorized to bind the proposing entity contractually shall sign the modification, amendment, addition, or alteration and indicate their title or position held at the firm. An unsigned modification amendment, addition, or alteration shall be rejected.

At any time prior to the specified RFP due date and time, a designated representative of the responding entity may withdraw the submission upon acceptable proof of identity and a signed receipt.

6.8 Inquiries and Communications with the County.

6.8.1. Questions and Objections to RFP or Terms and Conditions of Agreement

If discrepancies or omissions are found by any Respondent, or there is doubt as to the true meaning of any part of the RFP, a written request for clarification or interpretation shall be submitted before the deadlines stated in this RFP.

In addition, any objections to the terms and conditions of the Agreement shall also be submitted before the deadline set forth below in this RFP (see Section 2 above).

---

5 If a corporation, the proposal must be signed by two corporate officers. The first signature must be either the Chair of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. (Corporations Code Section 313.) In the alternative, a single corporate signature is acceptable if the RFP submittal is accompanied by a corporate document demonstrating the legal authority of that individual to bind the company.
Questions or objections submitted after this time will not be considered. Any clarification or interpretation or change to the RFP or the Agreement will be by written addendum signed by an authorized County representative. The County shall not be responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addendum. A copy of each addendum will be posted on the County’s website. Any addenda so issued are to be considered a part of the RFP document.

Questions or objections presented that would result in addenda that significantly change the stated goals of the RFP, Draft Terminal Area Plan, compliance with FAA grant assurances, or scoring criteria would require Board of Supervisors approval prior to issuance.

THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES WILL NOT BE RESPONSIBLE FOR ANY ORAL INSTRUCTION, MODIFICATION, OR CLARIFICATION RELATED TO THIS RFP. RESPONDENTS SHALL NOT BE ENTITLED TO RELY UPON ORAL COMMUNICATIONS.

All questions and RFP related correspondence shall be e-mailed to Liz Habkirk, Deputy Director of Public Works at: liz.habkirk@countyofnapa.org.

6.8.2. Communications and Integrity

To promote procurement and contract process integrity and avoid conflict of interests, Respondents must follow the procedures described below. Respondents may be disqualified from the procurement without further consideration if any of the following procedures are not followed:

i. After issuance of RFP, but prior to the submission deadline for RFP:
   - All contact between prospective Respondents and the County must be directed to the procurement contact designated in this RFP. County staff, elected officials, and consultants will refer all inquiries to the procurement contact.
   - All requests for clarification, objections to the structure, content, or distribution of this solicitation, or any other inquiries, must be made in writing (either in paper copy or electronically) to the procurement contact, and the County shall answer the requests for clarifications, objections, and inquiries in writing via addenda to this RFP.

ii. After the submission deadline of the RFP but prior to issuance of a notice of intended award:
   - Respondents shall not contact any County staff or anyone involved in the selection process, except the designated procurement contact. All contact regarding the procurement between Respondents and the County, including any participants in the evaluation process who are not County employees, must be directed to the procurement contact designated in the RFP. County staff, elected officials and consultants will refer all inquiries to the procurement contact.

iii. After issuance of a notice of intended award by the County:
The County will issue a notice of intended award to all Respondents. Respondents electing to file a protest shall follow the procedures for filing a protest as described in the RFP and notification of intended award. During the protest period, County staff, elected officials, and consultants will refer all inquiries to the protest hearing officer identified in the RFP. After completion of protest period:

- Normal business contact between prospective Respondents and County staff, elected officials, and/or consultants is permissible.

6.8.3. Process and Integrity Guidelines

Respondents may be disqualified from the procurement without further consideration if any of the following occur:

i. Evidence of collusion, directly or indirectly, among Respondents in regard to the amount, terms, or conditions of this proposal;
ii. Failure to direct all questions/inquiries through the procurement contact identified in this RFP;
iii. Any attempt to improperly influence any member of the County and/or the Panel;
iv. Existence of any lawsuit, unresolved contractual claim, or dispute between Respondent and the County and/or its related entities;
v. Evidence of incorrect, incomplete or misleading information submitted as part of the proposal;
vi. Evidence of Respondent’s inability to successfully complete the responsibilities and obligations of the proposal;
vii. Respondent’s prior default under any agreement that resulted in termination of such agreement.

7. Proposal

7.1 Required Information

The proposals should be clear, concise, and responsive to all the requirements in this RFP. **Proposals will anticipate a 30-year lease term for scoring and evaluation purposes.**

The Proposal must show the Respondent’s proven ability to operate a successful FBO in North America and must be able to conceptualize and execute a development that creates a strong sense of place. The ultimate plan must exemplify and stimulate the development and community enhancement that generates additional economic benefit to the Airport, the community, and the Napa region.

Proposals shall contain the following information and shall be organized in the same order as prescribed. Each of these section headers shall be listed in a proposal, with dividers as appropriate, followed by the requested information. Proposals that do not follow the specified

---

6 Any option period(s) beyond a 30-year base term not to exceed a total of 40-years will be considered during negotiations with the Successful Respondent. Respondents should only present a 30-year base term for scoring and evaluation purposes.
format outlined below, or fail to provide the required documentation, may receive lower scores, or if found to be non-responsive, be disqualified.

In the event of any conflict between any of the submitted Proposal documents, resolution thereof shall be in the County’s sole discretion. The County reserves the right to request clarification from any Respondent as to the intent of a Proposal in the event of a conflict within the submitted Proposal. Each section of the Proposal shall be organized to correlate with the following sections:

7.1.1. **Cover Letter (Not to exceed two (2) double-sided pages).**

The cover letter shall state the Title and RFP number (“RFP for Fixed Based Operator Services, RFP No. AIRPA001”); date of submission; and printed name and signature of the person(s) who is authorized to make decisions and represent the submitting firm with respect to this RFP, and contain the following information:

i. A brief statement indicating Respondent’s clear understanding of this RFP and a statement as to whether Respondent and/or Respondent’s partners, subcontractor(s), joint venture associates, or any other individual or entity of Respondent’s team has any potential conflicts that may arise in the performance of the services requested in this RFP, performing the work, or operating the FBO facility contemplated within this RFP.

ii. A brief summary of the proposal, including the services intended to be offered (be specific to any proposed services beyond those required by the Airport’s Minimum Standards) and the facilities proposed to be developed. Include a description of the Respondent’s brand (if commercial) or company (if corporate) and how association with that brand would benefit the Airport and its users.

iii. A brief description of the Respondent’s target market(s) and the marketing and sales strategy (including the promotional methods and mix) utilized to reach the target markets. At a minimum, describe the specific services and brands to be offered to the target market.

iv. Identification of how Respondent’s operation at the Airport will contribute to the growth of general aviation at the Airport and the region as a whole.

v. Specific to ‘small GA’ (single & light twin piston aircraft) clientele, describe how the Respondent’s business plan will accommodate their needs and promote their activities at the Airport.

7.1.2. **Company Information. This section shall state:**

i. The legal name of the company that will enter into a contract with the County and any alternate names for which the company is known (D.B.A.);

ii. Mailing, physical and billing addresses;

iii. Phone, fax, and website (if applicable);

iv. Organization type;

v. Federal I.D. number;

vi. List of owners;

vii. List of corporate officers with titles (if applicable); and
viii. Name (first and last), title, mailing address, phone number, fax, and email of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

7.2 Revenue to the Airport

i. Rent Proposal

Respondents must complete a proposed rent schedule by submitting a completed EXHIBIT E - Rent Proposal. All amounts shall be in U.S. Dollars and unconditional (i.e. may not be contingent upon or subject to projected activity levels or other Lease factors). For purposes of scoring and evaluation, Respondents should consider the entire Available Property under lease for the full 30-year term.7

ii. Minimum Annual Guaranteed Fuel Flowage

If Respondent may include fuel flowage revenue as part of the “revenue to the Airport.” If electing to do so, Respondent must complete a proposed minimum annual guaranteed fuel flowage schedule by submitting a completed EXHIBIT F - Minimum Annual Guaranteed Fuel Flowage Proposal. All amounts shall be in U.S. Dollars and unconditional (i.e. may not be contingent upon or subject to projected activity levels or other Lease factors). The County’s current minimum fuel flowage fee is $0.08/gallon.

7.3 Total Capital Investment

Respondents must provide a total capital investment dollar value by submitting a completed EXHIBIT G - Total Capital Investment Form. Total capital investment shall be considered the aggregate expenditure for all improvements listed within Section 3.2 of this RFP. As required by the Airport’s Minimum Capital Investment Schedule (EXHIBIT H), the minimum capital investment required is $34,000 per acre, per year of lease term.

7.4 Revenue to County General Fund

i. Minimum Annual Guaranteed Taxes

Respondents must complete and submit EXHIBIT I – Estimated Property Improvement and Based Aircraft Values. Estimates shall include the value of property improvements and the estimated value of based aircraft. The Successful Respondent will be obligated to meet a Minimum Annual Guarantee of taxes based on the information provided within EXHIBIT I. Minimum Annual Guaranteed taxes must be taxes generated at the site and must be based on property taxes on land/improvements and taxes on based aircraft. The Successful Respondent will be required to provide documentation annually demonstrating that the minimum taxes were paid. The Successful Respondent shall pay the Airport 150% of the difference in any given year, if any, of any shortfall between the taxes submitted annually and the Minimum Annual Guarantee provided within EXHIBIT I. Respondents are encouraged to include estimates of assessed value generated from aircraft based at the Airport (as defined in the Primary Management and Compliance Documents) within the

7 Rental rate for areas within the Available Property not immediately surrendered by the County during the Pioneering Period will be subject to negotiations with the Successful Respondent.
Successful Respondent’s leasehold as evidenced by an agreement between the aircraft owner or lessee, and the Successful Respondent.

7.5 Management Overview and Financial Qualifications

7.5.1. Business/Management Plan
Provide a Business/Management Plan including, at a minimum, the information required below.

i. Provide detailed description of the scope of operations for each activity required by the Minimum Standards. Activities to be provided directly by the Respondent and those to be provided under a sub-lease arrangement or by a Specialized Aviation Service Organization (SASO) shall be identified.

ii. A description of the Respondent’s service philosophy and how it will be implemented at the Airport. Include a description of how a high level of customer service standards will be provided.

a. A description of training programs that will be utilized by the Respondent, topics shall include safety and the Airport’s Rules and Regulations.

b. A description of the processes that will be utilized to evaluate the level and quality of products, services and facilities that will be provided as well as the manner in which complaints and disputes will be resolved.

c. In order to strengthen the Proposal, it is recommended that Respondents identify any relationships with corporate aircraft fractional ownership programs or charter companies and any existing contracts with fractional networks to provide FBO services.

d. For the charter activity required under the Minimum Standards, provide an overview of the number and type of aircraft to be based at Napa along with assigned flight crews for those charter aircraft.

e. If applicable, identify any existing corporate relationships with third parties (rental car, aircraft maintenance, catering, restaurant, fuel suppliers, etc.) for the provision of FBO and customer services. To strengthen the proposal, Respondents are encouraged to incorporate restaurant space in the proposed Terminal Area Complex.

f. A detailed marketing plan and budget that outlines the pricing strategy, marketing and sales strategy, and target market positioning (including the promotional methods and mix) that will be used to attract and retain customers. Of particular interest is how based aircraft and tenants not already at KAPC will be attracted and retained.

gh. A description of promotional and incentive programs to attract customers to Respondent’s facilities and how you will strive to build customer loyalty.

h. Specific to ‘small GA’ (single & light twin piston aircraft) clientele, describe how the Respondent’s business plan will accommodate their needs and promote their activities at the Airport.

i. There is an existing FBO operator at the Airport. Discuss: a) how their presence will affect Respondent’s marketing strategy, and b) what Respondent anticipates the impact will be from its marketing plan and operations on the existing FBO. Specify the extent to which, if any,
Respondent will be relying on attracting clients from the existing FBO.

j. Description of activities to be offered during the Pioneering Period.

k. Evidence of support for the proposed operation from potential customers.

l. Any additional information within its Management Plan that Respondent deems critical to the successful operation of its proposed FBO facility. Respondent should include and describe any services or management techniques it will implement and maintain that is a distinguishing characteristic of Respondent’s management approach when compared to industry standards and/or competitors.

7.5.2. Demonstrated Experience:

Respondent shall elaborate on its experience and qualifications to design, finance, construct, operate, maintain and repair the proposed FBO facilities. Respondent’s Proposal shall specifically address and include the following information:

i. A list of all general aviation service facilities currently being operated by Respondent and a brief description of each facility. Include relevant calendar year 2018 activity levels, such as fuel volumes and aircraft operations, handled at each facility. In addition, please indicate whether the airport at which each facility is being operated is a FAR Part 139 Certificated Airport.

ii. Identify and explain Respondent’s experience (including specific examples) working with airport operators and proprietors on compliance with airport regulations and operational activities (e.g., cooperation with airport emergency plans; disaster exercise and events; disabled aircraft recovery; fueling standards; fuel flowage fee collections; accommodating major events within the region, etc).

iii. Respondent shall identify and discuss its experience designing, financing, constructing and operating an FBO facility. Ideally, each Respondent will identify and discuss in detail, a successfully developed project similar to that contemplated within this RFP. The ideal project would have required Respondent to design, finance, construct, and operate the facility. Additionally, such a project would have also required Respondent to construct its aircraft ramp area and any other improvements necessary for the development.

iv. Respondent shall provide details on its ability to incorporate LEED-certified development aspects into its project.

v. Respondent shall describe in brief detail what Quality Assurance/Quality Control measures will be utilized during the design, construction, and operation of the proposed facility.

vi. Respondent shall provide details of its experience in complying with a California State Water Resources Control Board Construction General Permit and/or an Industrial General Permit.

7.5.3. Project Organization and Key Personnel

Respondent shall describe the envisioned project team to: 1) complete the design, financing and construction of the new FBO facilities; and 2) operate the newly constructed FBO once it is in operation.
Identify and give a profile of the individuals who would serve as the key members of Respondent’s organization. For each identified individual, provide their resume as “Appendix A” to the Proposal.

Include a summary of the reasons why the key members are highly qualified to develop and operate the FBO. Pay particular attention to providing the highest level of detail in the resume and description of work experience. Ideally, the FBO manager should have a minimum of seven (7) years of experience that will include both hands-on expertise and progressive project management experience with operating facilities similar to the proposed FBO. Other key members identified in the Proposal should have a minimum of three (3) years experience operating a facility similar to the proposed facility.

Respondent is invited to describe any particular aspects of its organization that by way of background, experience, unique qualifications or other factors, set its company (team, etc.) apart from the competition.

7.5.4. References

Respondents shall include two (2) letters of reference from two separate airport operators (Manager or Director level) with knowledge of its organization’s ability to design, construct, and operate an FBO. The letters of reference must include a description of the construction project and the subsequent services provided at that airport. The letter must also include a contact name, title, address, phone, and email for the individual at the airport that can elaborate on their experience working with Respondent. Please attach the letters of reference as “Appendix B” to the Proposal.

In addition to the above required letters of reference, Respondent is advised and hereby consents that the County may request information from Respondent’s clients, government agencies, financial institutions, references, or any other available sources while examining Respondent’s experience and qualifications to design, finance, construct, and operate the proposed FBO.

7.5.5. Financial Qualifications Information:

To ensure each Respondent’s financial capability, the County requires the information outlined below. If Respondent proposes to use an entity other than Respondent to contract with the County, a Guarantor to the contract must be provided. Respondent’s required financial information must be for the specific business entity proposing under this RFP process and any proposed Guarantor.

Business Entity/Guarantor Financial Information:

i. Complete and submit EXHIBIT J – Respondent Financial Questionnaire

ii. Respondent’s Dun and Bradstreet rating, if applicable.

iii. Estimated investment required to accomplish Respondent’s envisioned facilities at
the Airport.

iv. Financing Plan: Each Respondent shall elaborate in detail its plan to finance the proposed Project. The Successful Respondent will subsequently be required to identify all sources of capital. If third party financing is contemplated (whether it be individuals, banks, or other institutions), the Successful Respondent shall be required to provide a letter from each third party indicating their commitment of funds to the specific levels identified with the Proposal is required.

v. Any other information that Respondent deems relevant to its financial qualifications

vi. Successful Respondent will be required to present audited financial statements for the past three (3) years, including balance sheets, income statements, and notes to financial statements. Additionally, the most recent unaudited quarterly financial statement will be required.

7.5.6. Financial Projections

Respondent shall attach to the proposal as Appendix C” a detailed Financial Pro Forma “for the first ten (10) years of operations. The required financial pro forma must include, at a minimum, detailed projections of revenues by category, operating expenses by category, payments to the Airport, capital expenditures, financing costs (principal and interest), and return on equity. Assumptions for each projection should be disclosed, including traffic and operating assumptions, fuel sales, and other revenue sources used to calculate the financial estimates.

The County may, at its discretion, direct the Respondent to provide additional documentation and/or answer questions about its financial capability and/or financial projections, for itself, and/or any proposed sub-lessee. The County may conduct its own research of the Respondent’s financial condition.

7.6 Development Project/Contemplated Facilities

Provide a Development Plan. Respondent must describe in detail its contemplated FBO development project. Respondent must identify the phasing and timeline of development of each component throughout the term of the Lease in compliance with the milestones outlined in Table 3.1.

In addition to all the requirements outlined in the attached EXHIBIT K – Exemplar Ground Lease and Operating Agreement, Respondent shall ensure that the proposed facilities meet the requirements of the Minimum Standards as well as the Development Standards. Respondent is encouraged to be creative and incorporate exterior characteristics indicative of the Napa wine region.

Respondent shall submit the following for its envisioned project:

Facility Plans:
Respondents shall submit five (5) complete sets of Conceptual Development Facility Plans, prepared by a licensed Architect and Engineer (A/E) fully depicting the Respondent’s
proposed development.

The submittal shall include but is not limited to the following:

1. Narrative fully describing the Respondents’ development plan.
2. Colored renderings depicting architectural exterior and interior elevations for the proposed FBO facility, including color scheme and signage.
3. Site Plans clearly depicting structures, parking, aircraft ramp parking and operations areas, and landscaping at a scale of (1) inch equals forty (40) feet, and clearly identifying the desired location and footprint of proposed facilities within the Terminal Area Complex.
4. Narrative that speaks to finish materials, equipment, and construction.

The Facility Plan submittal, including all renderings and drawings, shall be no larger than 24 inches by 36 inches and bound.

7.6.1 Development Considerations:

All future development is subject to all applicable regulatory requirements for development of leased Airport property. Respondents will fully comply with the Minimum Standards, Section 3.3, Site Development Standards, and Section 3.4, Time for Performance.

Although the physical characteristics of the property allow a certain amount of flexibility, it is the responsibility of each Respondent to determine the current specific federal, state and local development requirements, standards and/or restrictions for any proposed facility and use of these sites, including but not limited to building height and setback that fully meet FAA criteria, site coverage, local and state building and fire codes, landscaping, auto access and parking, ADA access, fencing, and airport security.

7.7 Benefits to the Community

Include a discussion on Community Benefit to the proposal with information on how the proposal will result in benefits to the local communities with respect to the following:

1. Estimated local taxes to be generated
2. Local employment, including Low, moderate, and head of household job creation
3. Economic Impact to the Community/Local Economy
4. Commitment to community improvement and service, including involvement in charitable organizations

7.8 Proposal Bond

Each Respondent shall submit with its proposal, a Proposal Bond in the amount of Twenty-Five Thousand Dollars ($25,000.00), payable to the “Napa County” in the form of a cashier’s or certified bank check or surety bond in substantially the same form as the sample Proposal Bond Form attached as EXHIBIT L this RFP. All charges incurred in connection with
procuring or liquidating any type of Proposal Bond shall be at the sole cost and expense of the Respondent.

THE ORIGINAL PROPOSAL BOND MUST BE SUBMITTED IN A SEPARATE ENVELOPE CLEARLY MARKED “PROPOSAL BOND”.

The Proposal Bond of the Respondent(s) will be held to guarantee execution of the final Agreement between the Successful Respondent and County acting by and through its Board of Supervisors. The Proposal Bond will be retained by the County in the event that the Respondent(s) fails to execute the Agreement or to furnish the Faithful Performance Bond prior to the commencement of operations.

Proposal Bonds of all unsuccessful Respondents shall be returned within thirty (30) days of the date the Agreement is awarded, or, in the event all proposals are rejected, within thirty (30) days after the date of rejection.

8. General Conditions

8.1 Consequences of Submission of Proposal:

The County shall not be responsible in any manner for the costs associated with the preparation and/or submission of proposals. Proposals, including all drawings, plans, photos and narrative material shall become the property of the County upon receipt. The County shall have the right to copy, reproduce, or otherwise dispose of each proposal in any way that the County selects. The County shall therefore be free to use as its own, without payment or any kind of liability, any idea, scheme, concept, technique, suggestion, layout or plan received in its proposal process.

The Agreement shall not be binding or valid with the County unless and until it is approved by County Board of Supervisors and properly executed by the County and the Respondent. The County reserves the right to revise or postpone any of the Proposal and Award Schedule dates contained in this RFP.

8.2 Acceptance/Rejection of Proposal:

An Agreement may be awarded to the Respondent whose proposal most closely satisfies the needs of the County and is deemed to be most advantageous to the County.

As part of the proposal evaluation process, the evaluation committee will screen all proposals to ensure compliance with the Minimum Standards and for completeness with requirements in the RFP. Proposals not meeting the minimum criteria will be disqualified and rejected from further consideration. Respondents will be notified in writing.

The County reserves the right to reject any and all proposals or portions thereof received in response to this RFP and thereafter reissue the RFP. The County also reserves the right to waive any informality or irregularity in any proposal. Additionally, the County may, for any
reason, decide not to award a Lease Agreement as a result of this RFP.

Napa County reserves the right to reject any proposal if:

1. Any of the RFP forms are left blank or are materially altered.
2. Any document or item necessary to the proposal is incomplete, improperly executed, indefinite, misleading, ambiguous, or has been omitted.
3. Irregularities of any kind exist that tend to make the proposal incomplete, indefinite, misleading, or ambiguous.
4. Exceptions or modifications are made by the Respondent to the terms of this RFP and/or any terms or conditions of the Exemplar Agreement without prior concurrence of County.
5. The Respondent’s prior history with Napa County or with any other party, documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures.
6. The Respondent has failed to provide or disclose pertinent financial, legal, or ownership information, providing materially inaccurate or misleading information, or failure to notify the County of a change in the status of the above during the evaluation or negotiation process.

8.3 Examination of Proposal Materials and Exemplar Agreement:

The submission of a proposal shall be deemed a representation and certification by the Respondent that it has investigated all relevant conditions, facts, circumstances, procedures, requirements and aspects associated with this RFP, that Respondent has read and understood the RFP, and the included Agreement, and has toured the Airport, including the Available Property.

Each Respondent is responsible for thorough review of the RFP to ensure possession of all necessary documents. All RFP documents may be downloaded from the County’s procurement website.

The submission of a Proposal shall be deemed a representation and certification by the Respondent that it has investigated all relevant conditions, facts, circumstances, procedural requirements and aspects associated with this RFP, and that it has read, understands, and accepts the RFP as written. Therefore, after receipt of a proposal by the County, no request for modification of the proposal and no claim for adjustment of any provisions of the RFP shall be honored, regardless of any claim by a Respondent that it was not fully informed as to any fact or condition. Prior to the submission due date, proposals may be withdrawn by the Respondent.

The Exemplar Agreement contained in this RFP (EXHIBIT K) should be carefully and completely reviewed by all potential Respondents. Respondents should submit any questions regarding the terms and conditions of the Exemplar Agreement at the pre-proposal conference or within the time period provided for questions or objections under this RFP. By submitting a proposal, each Respondent agrees to execute the County’s Exemplar Agreement in substantially the form attached to this RFP, as revised to incorporate the pertinent criteria contained in the Successful Respondent’s submittal.
8.4 RFP vs. Exemplar Agreement:

If any language in this RFP conflicts or is inconsistent with the language of the Agreement, the terms of the Agreement will govern.

8.5 Nondiscrimination:

The Successful Respondent agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of the Agreement.

8.6 Objections to this RFP and/or the Exemplar Agreement:

Any objections as to the structure, content, or distribution of this RFP or the terms of the Exemplar Agreement must be submitted in writing to the procurement contact prior to the submission deadline for Questions and Answers. Objections must be as specific as possible and identify the RFP section number and title, as well as a description and rationale for the objection.

Any clarification or interpretation or change to the Exemplar Agreement will be by written addendum signed by an authorized representative of the County (See Section 6.8.1. above).

8.7 Protests or Objections

8.7.1 Submitting Protests

Any directly affected party who is aggrieved in connection with the solicitation or award of a contract issued through a formal sealed bid procedure may protest the procurement action taken.

1. Filing Procedure. Protests must be filed in writing within five (5) working days from the date of the occurrence generating the protest. Protests received after this time will not be considered. Written protests shall include the following information:

2. Date of occurrence;

3. A detailed explanation of the basis for the protest, including the grounds, factual basis, and providing all supporting information and documentation.


Protests related to specifications requested herein or to any contracts awarded must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.
Such protests must be filed with:

County of Napa
Purchasing Agent
1195 3rd Street, Suite 310
Napa, CA 94559

8.7.2. Resolution Process.

Upon receipt of protest, the Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting party and appropriate County staff to seek an informal resolution and/or to clarify the issues.

If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting. County Counsel shall be consulted before the written response is issued.

The response shall state the Purchasing Agent’s decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

8.7.3. Appeal to the Board of Supervisors.

In the event the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent’s decision. Any appeal hearing shall be scheduled within thirty (30) working days from the date request is received by the Clerk of the Board. The Clerk of the Board shall notify the appellant by personal service of the scheduled hearing date not less than ten (10) working days from the date of hearing.

The appellant shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on his or her behalf, and to present orally and written documents and evidence on the issue.

After the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issue(s).

8.7.4. Stay of Procurement Action During a Protest.

In the event of a timely protest under this section, the County shall not proceed further with the solicitation or the award of the contract or purchase order until the protest is resolved, unless the Purchasing Agent, in consultation with the head of the using department and County Counsel, makes a written determination that the award of the contract without further delay is necessary to protect a substantial interest of the
8.8 Insurance Requirements:

Prior to commencing any work or operations under the Agreement, Successful Respondent at their sole cost and expense and for the full term of the Agreement and all extensions thereof, shall obtain and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the activities of successful Respondent meeting at least the minimum insurance requirements set forth in the Agreement. County shall not be obligated to take out insurance on Successful Respondent property. Successful Respondent shall provide County with certificates of insurance or copies of all policies and such endorsements as may be required by County’s Risk Manager.

8.9 Respondent’s Duty to Execute Agreement/ Proposal Bond:

Within thirty (30) calendar days of the County’s offer of award of an Agreement to the Successful Respondent, said Respondent shall execute and return the Agreement and all required compliance related documentation required in the Agreement (e.g. Insurance Certificates, Letter of Credit).

8.10 Public Records

All correspondence with the County including Proposals submitted in response to this RFP will become the exclusive property of the County and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) The Proposal and all documents sent to the County will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Therefore, any proposal which contains language purporting to render all or significant portions of their proposal “Confidential”, “Trade Secret” or “Proprietary”, or fails to provide the exemption information required as described below will be considered a public record in its entirety subject to the procedures in the Section.

Do not mark your entire Proposal as “confidential”.

The County will not disclose any part of any Proposal before it announces a recommendation for award(s), on the ground that there is a substantial public interest in not disclosing Proposals during the evaluation process. After the announcement of a recommended award(s), all Proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portion(s) of your Proposal that are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as “Trade Secret” and refer to the appropriate section of the Public Records Act that provides the exemption as well as the factual basis for claiming the exemption.
Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the County may not be in a position to establish that the information that a Respondent submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the County will provide Respondents who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

If a Respondent chooses to claim any information as proprietary, it must specify those sections in the cover letter and provide any legal justification for treatment as such; however, Respondents should be aware that all such requests may be subject to legal review and challenge. In such event, each Respondent shall be responsible for the legal defense against the release of their proposal as public information.

8.11 Indemnity and Cost:

The Respondent agrees to defend, indemnify, and hold harmless the County and its County Board of Supervisors, officers, officials, directors, employees, agents, and volunteers for any claims of copyright, patent or trademark infringement arising out of, caused directly or indirectly by the acts or omissions of the Respondent in relation to this RFP.

Each party responding to this RFP shall bear all of its own costs and expenses, direct and indirect, associated with or related to any action taken in response to this RFP, and the County shall not be responsible in any manner for such costs and expenses.

8.12 Real Estate Brokers/Agents:

The Respondent shall be solely responsible for payment of any and all broker fees, commissions or other compensation for real estate professionals that Respondent engages as part of this RFP process. The County will not participate in payment of such fees. Respondent must disclose to County any real estate brokers/agents it has engaged to represent the principal as part of this RFP process. Further, Respondent must provide a copy of all representation agreements to the County.

8.14 General Conditions

By submitting a proposal, a Respondent represents and warrants that:

- The information is genuine and not a sham, collusive, or made in the interest or in behalf of any party not named, and that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a sham proposal, or any other Respondent to not present information and that the prospective provider has not in any manner sought by collusion to secure an advantage;

- The Respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of the County;
- The County reserves the right to award an agreement without further competition based on the responses received to this RFP; and

- The County reserves the right to incorporate its standard language into any contract resulting from this RFP.

### 8.15 RFP Addenda

Any changes to the RFP requirements and answers to questions submitted pursuant to the provisions of the RFP and those documented at the Pre-Proposal meeting will be made by addendum. All addenda shall be signed to show acknowledgment of receipt and must be returned with the proposal. Failure to attach any acknowledgment may cause the rejection of the proposal. Addenda will be provided to all known interested firms and posted on the County website.

### 8.16 Notifications

No officer or employee of Napa County Airport or Napa County will have a financial interest, direct or indirect, in any contract with the County. Communication Ex parte initiated by a Respondent with an airport or county official, employee, or any consultant assisting in the evaluation prior to the selection of a preferred developer is prohibited.

All information contained in the Proposal is valid for 90 days from the date of submittal or until a final contract is approved, whichever is first. The County will not be responsible for attorney fees associated with any challenge to the determination of highest-ranking Respondent, the award of a contract, or rejection of the proposal. Submission of a response to this RFP constitutes agreement with these conditions.

It is the policy of Napa County to afford all people an equal opportunity to bid on any contract being considered and to prohibit discrimination against any person because of race, religion, sex, color, ethnicity, or national origin in the award or performance of any contract.

Respondents are responsible for making all investigations and examinations necessary to ascertain conditions affecting the requirements of this RFP. Failure to do so will not relieve the Respondent from its obligation to comply with all provisions and requirements of this RFP.

All submittals must clearly and specifically detail and explain all exceptions to the requirements of the RFP and or Airport PMCDs. If a service requirement of the RFP or airport Guiding Documents cannot be met by a Respondent, an alternative equivalent service may be offered for the County’s consideration. If an alternative equivalent service cannot be provided, the response will be considered irregular and subject to rejection.

Respondents may withdraw their submittals at any time prior to the deadline by sending written notice signed by an authorized agent of the organization and may resubmit a new response, if desired, up until the deadline. The final proposal cannot be changed or withdrawn after the deadline except for modifications requested by Napa County and following any
interviews. Oral changes and interpretations will not be accepted. Submittals not received before the specified date and time will not be considered and will be returned unopened after the recommendation of the award.

Napa County must be advised of changes in personnel on the Successful Respondent’s team within 30 days of such change and of new personnel engaged or assigned to fulfill the responsibilities, if not fulfilled by existing team members. The County reserves the right to approve such personnel changes and cancel any task request if it determines that the proposed staff is not available or is unable to contribute to the task.

9. Exhibits

EXHIBIT A: Draft Terminal Area Plan
EXHIBIT B: Aerial Photograph of KAPC
EXHIBIT C: KAPC Fleet Mix (2017)
EXHIBIT D: Pre-Proposal Meeting RSVP Form
EXHIBIT E: Proposed Rent Schedule
EXHIBIT F: Proposed Minimum Annual Guaranteed Fuel Flowage Schedule
EXHIBIT G: Total Proposed Capital Investment Form
EXHIBIT H: Minimum Capital Investment Schedule
EXHIBIT I: Estimated Property Improvement and Based Aircraft Values.
EXHIBIT J: Respondent Financial Questionnaire
EXHIBIT K: Exemplar Ground Lease and Operating Agreement
EXHIBIT L: Proposal Bond Form
Exhibit B – Aerial Photograph of KAPC
## Exhibit C – Fleet Mix for PCN Calculations

Napa County Airport – Updated 1/11/17

<table>
<thead>
<tr>
<th>Aircraft</th>
<th>Weight (lbs)</th>
<th>Annual Departures</th>
</tr>
</thead>
<tbody>
<tr>
<td>737-700 BBJ</td>
<td>174,700</td>
<td>5</td>
</tr>
<tr>
<td>Global Express / G-650</td>
<td>99,600</td>
<td>77</td>
</tr>
<tr>
<td>Gulfstream V</td>
<td>90,900</td>
<td>97</td>
</tr>
<tr>
<td>Gulfstream III / IV</td>
<td>75,000</td>
<td>241</td>
</tr>
<tr>
<td>Falcon F7X</td>
<td>69,198</td>
<td>24</td>
</tr>
<tr>
<td>CRJ-200</td>
<td>53,250</td>
<td>6</td>
</tr>
<tr>
<td>Challenger 604 / Embraer 140</td>
<td>48,200</td>
<td>193</td>
</tr>
<tr>
<td>Falcon 900 / Jetstar 731</td>
<td>45,500</td>
<td>75</td>
</tr>
<tr>
<td>G-280 / Hawker 400 / Challenger 300 / Falcon 50</td>
<td>39,600</td>
<td>435</td>
</tr>
<tr>
<td>Citation X / G-200 / Falcon 2000</td>
<td>36,000</td>
<td>604</td>
</tr>
<tr>
<td>Citation Sovereign</td>
<td>30,250</td>
<td>227</td>
</tr>
<tr>
<td>Falcon 20 / Hawker 800</td>
<td>28,660</td>
<td>296</td>
</tr>
<tr>
<td>G-150 / Hawker 1000</td>
<td>25,850</td>
<td>57</td>
</tr>
<tr>
<td>IAI 1125 / 1124 / Learjet 60 / Citation VII</td>
<td>24,650</td>
<td>178</td>
</tr>
<tr>
<td>Learjet 40 / 45 / 55 / 70 / 75</td>
<td>21,750</td>
<td>238</td>
</tr>
<tr>
<td>Citation Excel</td>
<td>20,200</td>
<td>358</td>
</tr>
<tr>
<td>Falcon 10 / Learjet 35 / 36</td>
<td>18,740</td>
<td>60</td>
</tr>
<tr>
<td>Phenom 300 / Citation CJ4</td>
<td>17,968</td>
<td>304</td>
</tr>
<tr>
<td>Learjet 31</td>
<td>16,750</td>
<td>21</td>
</tr>
<tr>
<td>Citation V / BeechJet 400</td>
<td>16,500</td>
<td>329</td>
</tr>
<tr>
<td>Super King Air 300 / 350</td>
<td>15,100</td>
<td>181</td>
</tr>
<tr>
<td>Citation II</td>
<td>15,000</td>
<td>101</td>
</tr>
<tr>
<td>Citation CJ3</td>
<td>13,870</td>
<td>224</td>
</tr>
<tr>
<td>Super King Air 200</td>
<td>12,590</td>
<td>128</td>
</tr>
<tr>
<td>Citation CJ2 / Premier 1</td>
<td>12,500</td>
<td>167</td>
</tr>
<tr>
<td>Piper Cheyenne</td>
<td>11,200</td>
<td>31</td>
</tr>
<tr>
<td>Citation CJ1 / Phenom 100</td>
<td>10,700</td>
<td>354</td>
</tr>
<tr>
<td>Pilatus PC-12</td>
<td>10,500</td>
<td>443</td>
</tr>
<tr>
<td>Cessna 441 / King Air 90 / Citation Mustang</td>
<td>9,925</td>
<td>199</td>
</tr>
<tr>
<td>Cessna 421 / Socata TBM</td>
<td>7,450</td>
<td>121</td>
</tr>
<tr>
<td>Cessna 414 / Piper Aerostar</td>
<td>6,750</td>
<td>52</td>
</tr>
<tr>
<td>Cessna 340 / Eclipse 500 / Beech Baron</td>
<td>5,990</td>
<td>146</td>
</tr>
<tr>
<td>Aircraft Under 5,000 lbs (Bonanza / Cessna 172)</td>
<td>5,000</td>
<td>20047</td>
</tr>
</tbody>
</table>
Exhibit D – Pre Proposal Meeting RSVP

FBO Services at the Napa County Airport

MANDATORY Pre-Proposal Meeting
November 13, 2019
1:00 p.m. – Napa County Airport

Submit Pre-Proposal Meeting Form by November 8, 2019 to qualify for attendance.
Email to:

Liz Habkirk
Deputy Director of Public Works-General Services
Napa County
Liz.habkirk@countyofnapa.org

__________________________________________
(Name) (Title) (Company)

__________________________________________
(Address)

__________________________________________
(Telephone) (Email address)

Please indicate the number of people from your Respondent Team that will attend the meeting:______.
Exhibit E – Rent Proposal

Available Property

Lease Size of Available Property\(^1\): 436,500 square feet (10.02 acres)

Proposal for Available Property\(^2\): $\_\_\_\_\_\_\_\per square foot per year

Annual Rent for Available Property: $\_\_\_\_\_\_\_

Lease Term for Available Property: 30 Years

Pioneering Period Property

Lease Size of Pioneering Property\(^3\):

- Office Space: 5,000 square feet
- Hangar Space: 10,840 square feet\(^4\)

Proposal for Pioneering Property:

- Office Space: $\_\_\_\_\_\per square foot per year
- Hangar Space: $\_\_\_\_\_\per square foot per year

Annual Rent for Pioneering Property: $\_\_\_\_\_\_

Lease Term for Pioneering Property: 2.5 years

---

\(^1\) For scoring and evaluation purposes only, revenue to the Airport will be calculated assuming the full Available Property is leased upon agreement execution.

\(^2\) Ground Rent will be periodically adjusted in accordance with section 5.3 of the Ground Lease and Operating Agreement.

\(^3\) For purposes of scoring and evaluation, respondents should assume leasing of 1950 and 2000 Airport Road to meet the minimum required activities during the Pioneering Period.

\(^4\) 10,840 square feet represents a combined value of available hangar space at 1950 and 2000 Airport Road, 3,440 square feet and 7,400 square feet respectively.
Exhibit F – Minimum Annual Guaranteed Fuel Flowage Proposal

Lease Term: 30 years

<table>
<thead>
<tr>
<th>Year</th>
<th>Fuel Flowage MAG</th>
<th>Year</th>
<th>Fuel Flowage MAG</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>19</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>26</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>30</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:

1. Proposing minimum annual guaranteed fuel flowage is optional.
EXHIBIT G – Total Capital Investment Form

Total Capital Investment: $__________________

Lease Term: 30 years

Note:

1. Total capital investment shall include improvements within the Available Property and the Fuel Farm.
EXHIBIT H
MINIMUM CAPITAL INVESTMENT SCHEDULE

The term of an Agreement shall be commensurate with the amount of Capital Investment made by the Lessee in the Leased Premises and/or on the Airport, consistent with the minimum Capital Investment formulas as specified below.

<table>
<thead>
<tr>
<th>Type of Activity</th>
<th>Aircraft/Service Category</th>
<th>Minimum Capital Investment (Per Year of Lease Term)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Base Operator (FBO)</td>
<td>All</td>
<td>$34,000 per acre</td>
</tr>
<tr>
<td>Aircraft Maintenance Operator (SASO)</td>
<td>Piston</td>
<td>$42,500 per acre</td>
</tr>
<tr>
<td></td>
<td>Turboprop and Turbojet</td>
<td>$45,000 per acre</td>
</tr>
<tr>
<td>Avionics or Instrument Maintenance Operator (SASO)</td>
<td>All</td>
<td>$22,500 per acre</td>
</tr>
<tr>
<td>(SASO) without Hangar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avionics or Instrument Maintenance Operator (SASO)</td>
<td>Piston</td>
<td>$42,500 per acre</td>
</tr>
<tr>
<td>(SASO) with Hangar</td>
<td>Turboprop and Turbojet</td>
<td>$45,000 per acre</td>
</tr>
<tr>
<td>Aircraft Rental or Flight Training Operator (SASO)</td>
<td>All</td>
<td>$30,000 per acre</td>
</tr>
<tr>
<td>(SASO) without Hangar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aircraft Rental or Flight Training Operator (SASO)</td>
<td>All</td>
<td>$32,500 per acre</td>
</tr>
<tr>
<td>(SASO) with Hangar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aircraft Sales Operator (SASO) without Hangar</td>
<td>All</td>
<td>$30,000 per acre</td>
</tr>
<tr>
<td>Aircraft Sales Operator (SASO) with Hangar</td>
<td>All</td>
<td>$32,500 per acre</td>
</tr>
<tr>
<td>Aircraft Storage Operator (SASO)</td>
<td>Piston</td>
<td>$25,000 per acre</td>
</tr>
<tr>
<td></td>
<td>Turboprop and Turbojet</td>
<td>$27,500 per acre</td>
</tr>
<tr>
<td>Aircraft Charter or Aircraft Management Operator (SASO) without Hangar</td>
<td>All</td>
<td>$15,000 per acre</td>
</tr>
<tr>
<td>Aircraft Charter or Aircraft Management Operator (SASO) with Hangar</td>
<td>All</td>
<td>$25,000 per acre</td>
</tr>
</tbody>
</table>
Exhibit I – Estimated Property Improvement and Based Aircraft Values

Lease Term: 30 years

<table>
<thead>
<tr>
<th>Year</th>
<th>Value</th>
<th>Year</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>19</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>26</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>30</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year</td>
<td>Value</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of all Estimated Value**

<table>
<thead>
<tr>
<th>Total Improvement Value</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Based Aircraft Value</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>
Lease Term: 30 years

<table>
<thead>
<tr>
<th>Year</th>
<th>Taxes MAG</th>
<th>Year</th>
<th>Taxes MAG</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>19</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>26</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>30</td>
<td></td>
</tr>
</tbody>
</table>

Note:

1. Successful Respondent will be required to provide the Airport with documentation of taxes paid on an annual basis demonstrating that taxes have been paid commensurate to the values represented in their proposal.

2. Successful Respondent will be required to pay the Airport 150% of the difference, if any, of any shortfall between taxes submitted on this form and documented taxes paid in any given year.
Exhibit J - Respondent Financial Questionnaire

A. Has the proposing entity or the owner ever declared or been declared bankrupt?
   Yes (  ) No (  ) If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.

B. Are you, or any of the principals in your organization, holding more than a ten percent (10%) interest, presently party to any pending or outstanding litigation, lien or claims?
   Yes (  ) No (  ) If yes, provide details.

C. Are you now engaged in any litigation which does now or could in the future affect your ability to pay fees or perform under the Agreement?
   Yes (  ) No (  ) If yes, provide details.

D. Owners of closely-held (non-publicly traded stock) corporations whose percentage ownership is twenty percent (20%) or greater shall submit a personal financial statement current within three (3) months from date of submittal and describe percentage ownership in proposing entity.

E. Have you ever had a bond or surety denied, canceled or forfeited?
   Yes (  ) No (  ) If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture.

F. Provide the name, location and date of any of the Proposer’s operations that have been terminated, either voluntarily or involuntarily, within the past five (5) years. For the same period of time, list any judgments terminating, or any pending lawsuits for termination of any corporation which has directly or indirectly a controlling interest in the Proposer, any subsidiary corporation in which the Proposer has a controlling interest, or any affiliate.

G. Have you ever been sued by an airport or other lessor?
   Yes (  ) No (  ) If yes, provide details.

H. Are you currently engaged in merger or acquisition negotiations, or do you anticipate entering into merger or acquisition negotiations within the time period of this Request for Proposals (180 days from proposal due date)?
   Yes (  ) No (  ) If yes, provide details.

I. If a guarantee is deemed necessary by the County, please identify who or what entity would guarantee the Agreement.
Exhibit K – Exemplar Ground Lease and Operating Agreement

**EXEMPLAR AGREEMENT WILL BE SENT OUT THROUGH AN ADDENDUM FOLLOWING THE RELEASE OF THE RPF**
EXHIBIT L

PROPOSAL BOND FORM

We, ________________________________, as Principal, and ________________________________, as Surety, are bound unto Napa County, California, hereafter referred to as "Obligee", the penal sum of twenty-five thousand dollars ($25,000) for the proposal of the Principal submitted to the Obligee for the Agreement below for the payment of which sum we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal is submitting a proposal to the Obligee, for Fixed Based Operator Facilities at the Napa County Airport for which proposals are to be submitted no later than 5:00 p.m. PST, on March 27, 2020, in the office of:

Attn: Liz Habkirk,
Napa County Public Works Department
1195 Third Street, Suite 101
Napa, CA 94559

NOW, THEREFORE, if the Principal is awarded the Fixed Based Operator Agreement, and within the time and manner required under the Request for Proposal, after the prescribed Agreement is presented to Principal for signature, enters into a written Agreement in the prescribed form, in accordance with the proposal and files all documents required to be filed with the County upon execution of the Agreement, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____________________________, 202________

Principal

Surety

By: _________________________________
Attorney in fact
(Individual, co-partner, joint venturer, duly authorized corporate representative)

<table>
<thead>
<tr>
<th>Signed:</th>
<th>Name:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signed:</td>
<td>Name:</td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signed:</td>
<td>Name:</td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dated:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>