

**Sedona–Oak Creek Airport Authority**  
**Request for Proposals**  
**For The**  
**Ground Lease and Redevelopment of**  
**The Former Masonic Lodge Property**  
**At the Sedona-Oak Creek Airport**

**Request for Proposals Issued: APRIL 16, 2021**

**Responses Due: July 2, 2021**

**REQUEST FOR PROPOSALS (“RFP”)  
Ground Lease and Redevelopment  
of The Former Masonic Lodge Property  
AT THE SEDONA-OAK CREEK AIRPORT**

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## REQUEST FOR PROPOSALS

### **I. OVERVIEW**

The Sedona-Oak Creek Airport Authority is seeking sealed proposals for a triple-net lease agreement between a respondent and the Sedona-Oak Creek Airport Authority (“SOCAA”), subject to approval by the Yavapai County Board of Supervisors (“County”), for the redevelopment of the former Masonic Lodge (approximately 6,400 sq. ft.) and surrounding property (“Property”), including approximately 3.85 acres (approximately 167,000 sq. ft.) on Shrine Rd., Sedona, AZ 86336. The Property’s legal description is attached as **Exhibits A & A-1** to this RFP. The resulting lease shall be subject to terms and conditions approved by SOCAA and the County.

Through this Request for Proposals (“RFP”), SOCAA seeks to improve the value of the Property and seeks proposals maximizing the Property’s highest and best use. SOCAA desires proposals that will increase the Property’s utility and that will add value to the Sedona Airport, Yavapai County, and the broader Sedona Community. SOCAA does not have any preconceptions about the type of occupancy, activity, or redevelopment, but expects respondents to present ideas that will make economically advantageous use of the Property.

An evaluation committee will be selected to review and rank all proposals based on the evaluation criteria set forth in Section X. The evaluation committee shall determine whether a respondent’s proposal is responsive, responsible, and meets the RFP’s minimum qualifications. The evaluation committee will make an award recommendation to the SOCAA Board of Directors. That recommendation will be based on the proposal the evaluation committee determines is in SOCAA’s best interest, based on the evaluation criteria.

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

**Any potential respondent should register with SOCAA no later than April 30, 2021 by sending an email to Mr. Rose, including the potential respondent’s name, address, phone number, and email address, as well as a designated contact person. Registration will ensure that a potential respondent timely receives any notifications, addenda, or other communications regarding the RFP.**

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

Respondents having questions concerning the RFP should submit them in writing via email no later than **12:00 p.m. on May 17, 2021**, to Mr. Edward Rose, Airport Manager at [ed@sedonaairport.org](mailto:ed@sedonaairport.org).

Any questions, along with SOCAA’s answers to those questions, will be posted promptly on SOCAA’s website.

**II. TIMELINE**

Release of RFP	April 16, 2021
Optional Site Visit	May 10, 2021
Deadline for Respondent Questions	May 17, 2021
Deadline to Submit Proposals	July 2, 2021
Optional Interviews/Presentations	July 12-23, 2021
Optional Negotiations	July 23-28, 2021
Deadline for Best and Final Offers (if applicable)	July 30, 2021
Anticipated Award Recommendation	August 6, 2021

**III. RFP SUBMISSION REQUIREMENTS**

**No later than 3:00 p.m. on July 2, 2021**, interested parties must deliver a written proposal to:

Sedona Airport Manager  
Attn: Edward Rose  
235 Air Terminal Drive  
Sedona, Arizona, 86336

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

**IV. INSTRUCTIONS FOR RESPONSES**

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

- E. Late proposals will not be accepted. Delays due to mail and/or delivery handling, including, but not limited to delays within SOCAA's internal distribution systems, do not excuse the respondent's responsibility for submitting its proposal to the correct location by the stated deadline.
- F. SOCAA reserves the right to reject any and all proposals at any time, to waive any informality in proposals received, except with respect to the date, time, and place where documents are submitted, to cancel this RFP in whole or in part, to reissue this RFP and/or to accept or reject items of proposals received.
- G. In the event this RFP is cancelled in whole or in part prior to the opening of proposals, all respondents shall receive a Notice of Cancellation and all proposals received shall be returned to the respective respondents unopened.
- H. All submittals, whether selected or rejected, shall become the property of SOCAA and will not be returned.
- I. All responses will be considered public information subject to Arizona's Public Record Laws, A.R.S. § 39-121, *et seq*, and, subsequent to award of this RFP, all or part of any submittal will be released to any person or firm who requests it unless SOCAA determines to withhold it as permitted by Arizona law. A firm shall specify within its cover letter if it desires that any portion of its RFP submittal be treated as proprietary or confidential and not releasable as public information. All such requests are subject to SOCAA legal review and approval.
- J. Each firm is solely responsible for all costs and expenses of any nature associated with responding to the RFP, including, but not limited to, attending the site visit, interviews, negotiations, and best and final offers, if applicable. SOCAA will not reimburse such costs in whole or in part under any circumstance.

**V. GENERAL INFORMATION REGARDING LEASE**

- A. The Sedona-Oak Creek Airport Authority will lease to one lessee, in whole or in part, approximately 167,000 sq. ft. of land, including the former Masonic Lodge Building encompassing approximately 6400 sq. ft., located on the Sedona Airport, Shrine Rd, Sedona, Arizona, 86336.
- B. The ground lease area covers the entire parcel footprint, building and any ancillary uses for the benefit of the leaseholder such as, but not limited to: parking, outside utility pads, driveways, etc. See legal description, attached as **Exhibits A & A1**.
- C. The property shall be used for the purpose of engaging in non-aeronautical activities, as defined by the Federal Aviation Administration. Activities may be commercial or non-commercial in nature.

- D. Lessee will be subject to Sedona Airport Policies established by SOCAA and or the County.
- E. The lessee will be required to comply with redevelopment plans proposed and comply with all applicable codes and ordinances at the Lessee's expense throughout the redevelopment process and for the term of the lease.
- F. In addition to any other applicable codes or ordinances, the Yavapai County building code and the Sedona Fire Department fire codes shall be utilized by the successful proponent.
- G. The parcel is serviced by APS and Oak Creek Water Company.
- H. SOCAA makes no warrants regarding utility service to the parcel.
- I. **The minimum responsive lease rate has not been established but is in development and will be posted to SOCAA's website in advance of the deadline for proposal submissions.**
- J. Terms of the lease shall be "Triple Net." Lessee shall be solely responsible for all costs relating to the property being leased, in addition to the rental fee applied under the lease. Rental fee shall be defined as "base rent plus a minimum commercial activity fee of 2.5% of gross sales."
- K. The successful respondent may be required to provide a performance bond in the amount equal to the costs for constructing any proposed improvements.
- L. SOCAA anticipates that the successful respondent shall design and permit the project within four (4) months of approval by the SOCAA Board of Directors, award a contract within five (5) months, and begin operation within six (6) months of award of this RFP. These requirements are subject to negotiation based on the proposed improvements.
- M. Selection of a respondent's proposal will not create any rights on the respondent's part whatsoever until the execution by Yavapai County of a lease agreement.
- N. The use of the Property must not reduce its value.
- O. The use of the property must comply with all state, federal, and local laws and regulations. It is the sole responsibility of the respondent to ensure that the proposed use meets the requirements of this section. Storage or disposal of any toxic, hazardous or deleterious substances must comply with applicable local, state, and federal laws and regulations.
- P. The Lessee will be solely responsible for all costs to be incurred in the design, development, construction, operation and maintenance of all improvements upon the Property.
- Q. SOCAA will not be held liable for any costs incurred by the Lessee or any respondent in the preparation of any proposal, negotiation for lease, or procurement of financing for any portion of the lease.

- R. The Lessee will be solely responsible for all design, installation, and construction of infrastructure and improvements, such as public roads, parks, sanitary sewer, storm sewer, or utilities, if they were required by a local government as a condition of development.
- S. The lessee will be responsible for the payment of all taxes, assessments, levies, fees, or other charges assessed upon any property owned by the lessee.

**VI. ON-SITE INSPECTION**

- A. **An on-site inspection of the Property will take place at 10:00 a.m., May 10, 2021, Shrine Rd. (the Former Masonic Lodge Property), at the Sedona Airport.**
- B. It is strongly recommended that all respondents or respondents' representatives attend this on-site inspection. Attached as Exhibit "A" and "A-1" are the parcel's legal description and survey.
- C. Respondents are encouraged to examine all utilities serving the parcel in development of their proposal.
- D. Respondents are responsible for inspecting the Property first-hand and for ascertaining measurements, conditions, code requirements, any required federal, state or local approvals needed for the project and any design requirements in connection with their contemplated financing and redevelopment.

**VII. REQUIRED SUBMITTALS**

The following information must be included in the Respondent's proposal. Failure to provide any of the required information may result in SOCAA's rejection of the proposal:

- 1. Respondent's informational cover page that includes the following:
  - A. The Respondents legal name.
  - B. Respondent's mailing address.
  - C. Respondent's telephone and facsimile numbers.
  - D. Respondent's email address.
  - E. Name of Respondent's designated representative or contact person.
  - F. Representative's phone number
  - G. Representative's email address.
- 2. Business Information (if the proposed lessee is a business entity). Please provide a full description of the Respondent's business, including the following information:

- A. A description of the business, including any relationship to a larger corporate or other entity.
  - B. Names of owners and key officers.
  - C. Respondents shall demonstrate the financial wherewithal to complete the improvements proposed.
3. Proposed annual land rent per square foot and proposed rent escalations over the lease term.
4. Proposed length of lease. (A twenty-five year term, with three five year renewal options, or a thirty year term with two five year renewal options is desired, but not mandatory).
5. An acknowledgement that, at the conclusion of the lease, all improvements will be turned over to and become property of SOCAA, its successor organization, or the County.
6. Nature of proposed business activity and anticipated revenue levels (in U.S. Dollars) over the lease term.
7. A robust description of the Respondent's proposed use of the facility being leased, including the following information:
  - A. Provide a statement of the Respondent's business plan.
  - B. Describe how the proposed use will benefit the Sedona community.
  - C. (If a business entity) proposed hours of operation, number of employees, payroll value.
8. Evidence of the Respondent's ability to supply all required insurance coverages, as specified, by SOCAA.
9. Catalog cuts of the building(s), doors, and major appurtenances to be included in the project.
10. A Layout (diagram) of the proposed improvements situated on a map.
11. A Layout (diagram) of any proposed well or septic devices.
12. A Layout (diagram) of any proposed automotive parking.
13. A layout (diagram) of any perimeter fencing alterations/landscaping improvements (i.e. access gates).
14. A rendering of the property and building exhibiting proposed improvements.

15. A traffic impact analysis (“TIA”) shall be required to assess the impact of the redeveloped site on the internal circulation of the airport and on Airport Road. Guidelines for preparation of the TIA shall be per Section 5 of the Yavapai County Roadway Design Standards.
16. A disclosure and description of litigation and penalty history, for the past five years, outlining all lawsuits filed and penalties and fines assessed against the legal entity that would serve as the designated lessee and/or redeveloper, its subsidiaries and/ or affiliated organizations. Such history shall include, but not be limited to, any counterclaims or third party complaints against the respondent, as well as penalties and fines assessed against the respondent by any and all federal, state, local, or other regulatory agencies.
17. An identification of any potential conflicts of interest that individual team members or firms may have as a result of current or prior business relationships with the SOCAA Board, Yavapai County, or any individuals, employees or consultants. SOCAA reserves the right, in its sole discretion, to request additional information on potential conflicts of interest and to limit or prohibit the participation of any proposed development team member(s) or firm(s) due to the presence of any such conflict.
18. The respondent shall provide at least two (2) professional references for individuals or entities with whom the respondent has worked on development or construction activities similar or related in scope to the project that is the subject of this RFP.

**VIII. INSURANCE REQUIREMENTS**

Prior to construction, SOCAA shall review/approve the insurance to be purchased by the contractor(s) that will install the improvement(s), including Workers’ Compensation, commercial general liability, business auto and Builder’s risk. Minimum liability limits shall be \$1MM to \$10MM, dependent on the nature of the proposed improvements.

All entities operating within the proposed leasehold shall be required to maintain insurance as outlined in the above paragraph.

**IX. ADDITIONAL TERMS & CONDITIONS**

- A. The following may be used as grounds for declaring a proposal “non-responsive”:
  - The applicant does not meet qualifications, standards and requirements established in the Minimum Standards for Sedona Airport.
  - The applicant’s proposed operations or construction will create an unacceptable safety hazard on the Sedona Airport.

- The granting of the application will require the expenditure of SOCAA or Yavapai County funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to SOCAA or Yavapai County.
  - Any party applying or having interest in the business has supplied false information or has misrepresented any material fact in the application or in the supporting documents or has failed to make a full disclosure on the application.
  - Any party applying or having an interest in the business has a record of violating the rules, policies or Rules and Regulations of this or any other airport, or the Federal Aviation Administration rules or regulations.
  - Any party applying or having an interest in the business, has defaulted in the performance of any lease or other agreement with the SOCAA or Yavapai County or any lease or other agreement on any other airport.
  - Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of SOCAA or Yavapai County to provide and maintain the business to which the application relates and to promptly pay amounts due under an Agreement.
- B. SOCAA shall not be held responsible for any oral instructions. Any changes to this RFP will be in the form of an Addendum, which will be posted promptly on SOCAA's website and distributed to each registered firm's designated contact person, who will be required to acknowledge receipt.
- C. SOCAA reserves the following rights, in its sole discretion, with regard to the RFP process:
- a. To abandon the RFP process, including the right to designate a redeveloper/lessee and/or award any contract related to this RFP, for any reason or no reason.
  - b. To accept the proposal(s) that, in SOCAA's sole judgment, best serves SOCAA's interests.
  - c. To waive any condition, requirement or formality that would otherwise have constituted nonconformance with the provisions of this RFP.
  - d. To reject any or all proposals.
  - e. To reject incomplete or nonresponsive proposals.
  - f. To change or alter the terms and/ or schedule of this RFP.
  - g. To request additional information and undertake actions necessary to clarify or verify information provided by any respondent.

- h. To interview and/or negotiate with any or all respondents, or to decline to interview and/or negotiate with any or all respondents.
- D. By the act of submitting a response to this RFP, the respondent certifies that:
- a. The respondent and each person signing on behalf of any respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by SOCAA or Yavapai County, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the respondent's response to this solicitation.
  - b. The respondent has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the respondent shall accept the contract documents thereto unless substantive changes are made in same without the approval of the respondent.
  - c. The respondent, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed lease agreement.
  - d. The respondent has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
  - e. The respondent has been given the opportunity to inspect the Property first-hand and agrees that the Property will be leased "as is."
  - f. The respondent will comply fully with the scope of services for the agreed redevelopment and lease agreement.
  - g. The respondent can meet any and all registration and certification requirements as set forth and required under Arizona law and this RFP.

**X. EVALUATION & SELECTION PROCESS**

Each RFP response will be reviewed for compliance with the terms and conditions of this RFP. Any proposal that is deemed not responsive to the RFP will be rejected. Based on the criteria established, an evaluation committee will be selected to read, screen, and rank all proposals. SOCAA will evaluate each compliant response to the RFP and, at its sole discretion, may elect to request some or all respondents to give presentations of their proposals.

SOCAA will consider the totality of compliant proposals and will select the proposal in SOCAA's best interest, based on the evaluation criteria set forth in this RFP. No one factor shall be the sole determinant of the evaluation and selection process.

## **A. EVALUATION CRITERIA**

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

- (1) **Overall Economic Impact to the Sedona Airport** (whether the contribution comes from capital improvements, rent, or a combination of the two): 30 points
- (2) **Energy efficient improvements/Sustainable practices**: 20 points
- (3) **Quality of proposed improvements**: 10 points
- (4) **Development's contribution to the Sedona Community**: 10 points
- (5) **Aesthetics of proposed improvements**: 10 points
- (6) **Efficient use of the space available**: 10 points
- (7) **Job creation**: 10 points

## **B. SELECTION PROCESS**

1. SOCAA reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a respondent to respond to such a request for additional information or clarification could result in a finding that the respondent is nonresponsive and consequent rejection of the proposal.
2. SOCAA may obtain information from any legal source for clarification of any proposal or for information on any respondent.
3. SOCAA may perform, at its sole option, investigations of the responsible respondent. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by SOCAA, become part of the public record and may be disclosed accordingly.
4. SOCAA reserves the right, in its sole discretion, to negotiate with responsive and responsible respondents within a competitive range, to ask respondents to make presentations to the evaluation committee, and to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best and final offers ("BAFO"). Nothing herein shall require SOCAA to negotiate with any respondent, to allow presentations, or to allow BAFOs.

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

1. All firms interested in this RFP (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection

process, including, but not limited to, the evaluation committee or any member of the SOCAA Board of Directors.

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

**Exhibit A**

Legal Description  
SWI Job #20161  
August 31, 2020  
Lease Parcel 1

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

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

Thence South 89°13'32" East, a distance of 2624.62 feet to the center of said Section 13;

Thence South 45°40'01" West, a distance of 215.28 feet to the True Point of Beginning;

Thence South 59°29'03" East, a distance of 119.32 feet;

Thence South 35°20'52" East, a distance of 17.22 feet;

Thence North 87°05'42" East, a distance of 57.99 feet;

Thence South 08°17'50" East, a distance of 42.66 feet;

Thence South 19°27'43" West, a distance of 18.51 feet;

Thence South 08°36'55" East, a distance of 94.45 feet;

Thence South 53°56'08" East, a distance of 119.79 feet;

Thence South 70°48'59" West, a distance of 415.79 feet;

Thence South 56°24'48" West, a distance of 112.35 feet;

Thence North 12°47'06" West, a distance of 419.86 feet;

Thence North 69°51'30" East, a distance of 154.65 feet;

Thence North 78°22'36" East, a distance of 155.56 feet to the True Point of Beginning.

Containing 166750 square feet (3.8280 Acres) more or less.

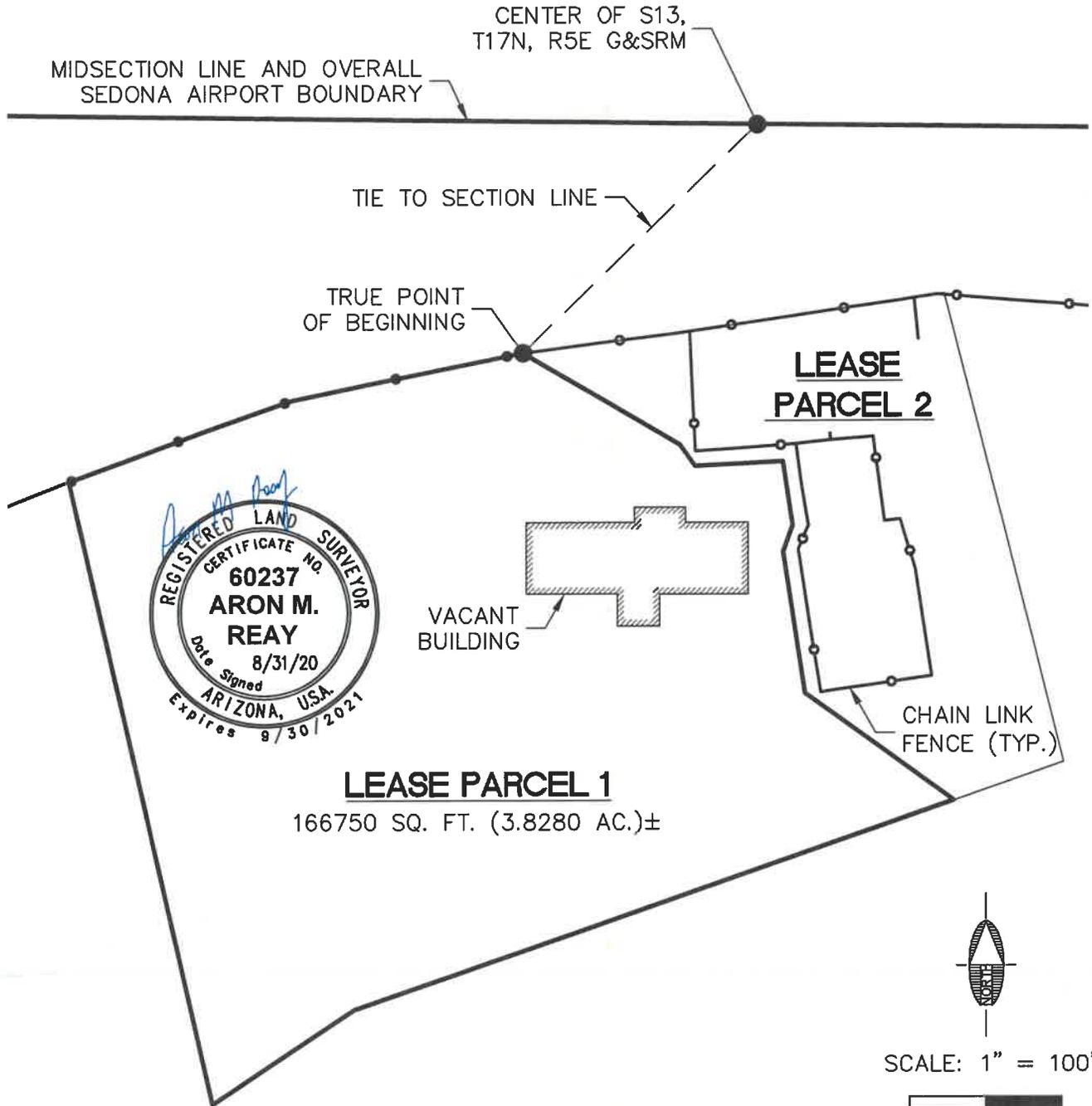
This legal description was prepared by Aron M. Reay, RLS at the request of Shephard-Wesnitzer, Inc.

This legal description was prepared without the benefit of a boundary survey.



**Exhibit A-1**

PLOTTED: Aug 31, 2020-4:02pm



FILE: P:\2020\20185\Survey\Legal Descriptions\20185 Legal Descriptions.dwg SWI-C3D-18



75 Kalof Place  
 Sedona, AZ 86336  
 928.282.1061  
 928.282.2058 fax  
 www.swiaz.com

JOB NO.	20185
DATE	AUG. 2020
SCALE	AS SHOWN
DRAWN	AMR
DESIGN	N/A
CHECKED	ER

SEDONA AIRPORT

SEDONA ARIZONA

EXHIBIT TO  
 ACCOMPANY LEGAL DESCRIPTION  
 LEASE PARCEL 1

SHEET  
**2**  
 OF 2