

**REQUEST FOR PROPOSALS  
FOR HANGAR LEASE  
HANGAR/OFFICE LEASE  
FOR  
COMMERCIAL SERVICE  
OR OTHER AERONAUTICAL USE**

**SHAWNEE REGIONAL AIRPORT  
SHAWNEE AIRPORT AUTHORITY SHAWNEE, OKLAHOMA**

The Shawnee Airport Authority, of Shawnee Oklahoma ("Authority"), on behalf of the Shawnee Regional Airport ("Airport") requests proposals to lease property ("Proposals") suitable for commercial aeronautical or other aeronautical use. The Authority will receive the Proposals at the Office of the City Clerk, City of Shawnee, City Hall until 4:00 p.m. on **AUGUST 24, 2020** (the "Deadline").

Each Proposal must be placed inside a sealed envelope or package marked with the wording: "Proposal to Lease Property – Hangar 100". The outside of the envelope or package must also state the name(s) of the primary Respondent(s). Proposals received by Shawnee Airport Authority after the Deadline will not be considered for any reason whatsoever.

Information for Respondents relating to this Request for Proposals ("RFP") is on file and open for public inspection at the offices of the City Clerk, and the Shawnee Regional Airport. The Information for Respondents includes a copy of the RFP, General Information for Respondents, General Requirements for Proposals, Information Required from Respondents and Criteria for Selection.

A copy of the Information for Respondents may be obtained from Shawnee Regional Airport as follows:

Attention: Bonnie A. Wilson  
Airport Manager Shawnee Regional Airport  
2202 North Airport Drive  
Shawnee, Oklahoma 74804

Telephone: (405) 878-1532

Email: [bonnie.wilson@shawneeok.org](mailto:bonnie.wilson@shawneeok.org)

Persons seeking a copy of the Information for Respondents must provide contact information **to include an email address** at the time of the request for the purposes of creating a record of interested parties, distribution of any Addendum or other information related to this Request for Proposals.

The opportunity to enter into an aeronautical use lease agreement will be awarded to the Respondent (s) determined by the Authority to be best qualified to provide services and benefits to the Shawnee Regional Airport. Prior to making the award(s), the Authority may request certain Respondents to make presentations. The Authority reserves the right to reject any and all Proposals for any reason at any time prior to execution of a lease agreement(s) with the Respondent(s) selected by the Authority and to waive any and all informalities and irregularities in the selection process.

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1. GENERAL INFORMATION FOR RESPONDENTS

- 1.1. This Request for Proposals ("RFP") is issued by the Shawnee Airport Authority ("Authority"), an airport authority organized and existing under Oklahoma Statute Title 3. Aircraft and Airports, §3-65.7.
- 1.2. The Authority's Project Manager, Bonnie Wilson, Airport Manager, is the Project Manager for Shawnee Regional Airport in connection with this RFP. All questions regarding this RFP must be directed to the Project Manager. The Project Manager may be contacted as follows:

Bonnie A. Wilson Airport Manager  
Shawnee Regional Airport  
2202 North Airport Drive  
Shawnee, Oklahoma 74804

Telephone: (405) 878-1532  
Email: [bonnie.wilson@shawneeok.org](mailto:bonnie.wilson@shawneeok.org)

All contact by Respondents with the Airport must be through the Project Manager. Any unsolicited contact by a Respondent regarding this RFP or the project to which this RFP relates with any other staff or with any member of the Authority shall be grounds for disqualification.

- 1.3. Purpose of RFP. The Authority desires to lease certain real property to parties seeking to provide commercial or non-commercial aeronautical services at the Airport under the terms and conditions of a Lease Agreement ("Agreement") with the Authority.
- 1.3.1. The real property consists of a five-thousand-three-hundred-twenty (5,320) square foot box hangar, generally referred to as Hangar No. 100.
- 1.3.2. The current rental rate for Hangar No. 100 is six-hundred-sixty-seven dollars (\$667.00), per month.
- 1.3.3. The selected Respondent(s) will be responsible for providing any and all proposed aeronautical services in compliance with the Shawnee Airport Authority Minimum Standards and Requirements for Capital Development on Airport Property Commercial Aeronautical Services Commercial Non-Aeronautical Services and

Non-Commercial Aeronautical Activities at the Shawnee Regional Airport  
("Minimum Standards").

- 1.4. Joint Submissions. Proposals submitted in response to this RFP may be submitted by (i) a single entity, (ii) a joint venture, in which case all joint venture members shall be responsible to the Authority for compliance with the terms and conditions of the Agreement.

## 2. GENERAL REQUIREMENTS FOR PROPOSALS

- 2.1. Deadline. Proposals must be received at the Office of the City Clerk, City of Shawnee, City Hall until 4:00 p.m. on **AUGUST 24, 2020** (the "Deadline"). The Shawnee Airport Authority will deem Proposals received after the Deadline non-responsive and will reject all late-received Proposals without review. The mere opening of any Proposal does not constitute acceptance of such Respondent as a responsive and qualified Respondent.
- 2.2. Copies to be Provided. Each Respondent must submit one (1) copy of its entire Proposal in digital format. The digital copy of the Proposal shall be submitted in Adobe \*.pdf searchable format. All Respondents must submit two (2) paper copies of the Proposal.
  - 2.2.1. The digital and paper copies of the Proposal must be enclosed in a sealed envelope or package, the outside of which must be marked with the name of the Respondent and the wording: "Proposal to Lease Property – Hangar100".
- 2.3. Formatting and Page Limits. No Proposal may exceed ten (10) pages, exclusive of any appendices. The Respondent's letter of transmittal, table of contents, summaries and introductions shall be included in the 10-page limit.
  - 2.3.1. Pages must be 8.5" x 11" with all four margins being at least one inch.
  - 2.3.2. All text information in the main part of the Proposal must be in an easily-read font (preferably size 12 point or larger).
  - 2.3.3. Business references, financial statements, and other supporting documents may be included as appendices, without counting against the ten (10) page limitation.
  - 2.3.4. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the Minimum Standards in the performance of the proposed Services.
- 2.4. Proposals Must Be Signed. Each Respondent must sign its Proposal. If the Proposal is submitted by an individual, the Proposal must indicate the name and post office address of the individual. If the Proposal is submitted by a partnership, limited liability company or other business entity (excluding a corporation), the Proposal must indicate the name and post office address of each member of the partnership, limited liability company or business entity. If the Proposal is submitted by a corporation, the Proposal must indicate the name and business address of the principal officer of the corporation and the corporation's state of incorporation.

- 2.5. Interpretation of Information for Respondents. Each Respondent should examine the Information for Respondents carefully. All requests to Authority for interpretation, clarification or correction of any ambiguity, inconsistency or error must be in writing delivered to the Project Manager, and only interpretations, clarifications or corrections by Addendum issued by the Project Manager shall be binding on Authority. The Respondents. Requests may be submitted in hard copy or via email.
- 2.6. Addenda. If it becomes necessary to revise any aspect of the RFP or to provide additional information to Respondents, the Project Manager will issue one or more Addenda by delivery via email to all persons on record with the Authority as having received a copy of the RFP. Receipt of the Addenda via email must be acknowledged by return email to the sender. No Addendum will be issued later than two (2) calendar days prior to the Deadline, except an Addendum withdrawing this RFP or an Addendum postponing the Deadline (which Addendum may be issued at any time up to the Deadline). Each Respondent is solely responsible for ensuring that it has received and understands all Addenda issued by the Authority related to this RFP.
- 2.7. Questions and Requests for Additional Information. Any questions regarding this RFP or the proposed Services or uses of the facilities, must be submitted in writing to the Airport's Project Manager. Submissions by email are acceptable. The Authority will not provide individual responses to any Respondent. The Authority will respond to all questions by Addendum. The last time and date for submission of any questions to the Authority will be 2:00 p.m. on **AUGUST 14, 2020**. Each question must specifically reference this RFP.
- 2.8. Representations of Respondent. Each Respondent, by submitting a Proposal, represents that it (i) has read and understands the Information for Respondents, (ii) is familiar with the terms and conditions governing commercial and non-commercial aeronautical lease agreements for real property utilized for the provision of commercial and non-commercial aeronautical services at the Airport, (iii) has all professional qualifications, licenses, certifications and registrations necessary to perform proposed services, and (iv) is knowledgeable of and, if selected by the Authority, will fully comply with all federal, state and local laws, ordinances, rules and regulations, and Minimum Standards that in any manner affect the services or Respondent's performance of the services.
- 2.9. Investigations. The Authority reserves the right to make any and all investigations it deems necessary to establish the competency of any Respondent to perform proposed services. If, upon investigation the Authority determines in its sole discretion that a Respondent lacks satisfactory evidence of competency, the Authority reserves the right to reject the Proposal of such Respondent.
- 2.10. Rejection of Proposals. The Authority reserves the right, in its sole discretion, to reject any and all Proposals and to waive any technicality, informality or irregularity in any Proposals for any reason at any time prior to entering into an Agreement. Without limiting the foregoing, the Authority specifically reserves the right to reject a Proposal if the Respondent fails to furnish the data required under Information Required from Respondents, Part 3 of the RFP,

or if the Proposal is in any way incomplete or irregular.

- 2.11. Agreement. The selected Respondent will be required to enter into Authority's form of agreement. The Agreement will contain, among other things, an agreement to provide the proposed services in accordance with the Airport's Minimum Standards, provisions required by applicable law and such other terms and conditions as Authority deems appropriate.
- 2.12. Rental Rates. Selection of the Respondent will be based on qualifications, experience and benefit to the Authority and airport users. Respondents should submit a rental rate schedule for the property using an annual per square foot calculation.
  - 2.12.1. The rental rate proposed must be a firm fixed price.
  - 2.12.2. After the Respondent has been selected, the Authority will provide the Respondent with an Agreement establishing the terms and conditions which will include:
    - 2.12.2.1. A provision requiring Lessee to address both regular and capital maintenance requirements throughout the duration of the lease agreement.
    - 2.12.2.2. A provision establishing rental rate increases in compliance with the then current Airport Facilities Lease and Development Policy Statement
- 2.13. Costs Incurred by the Respondent Prior to Execution of an Agreement. The Authority shall not be liable for any costs incurred by any Respondent in preparation of its Proposal.
- 2.14. Disclosure of Response Contents. All materials submitted in response to this RFP will be the property of the Authority and may be held by the Authority or returned to each respective Respondent at the Authority's sole discretion. In preparing its Proposal, each Respondent should be aware that some or all of its Proposal may be subject to public inspection and/or reproduction under the Oklahoma Open Records Act.
- 2.15. Nondiscrimination. By submitting a Proposal in response to this RFP, each Respondent agrees that it understands that Authority is an equal opportunity employer. It is the policy of the Authority to comply with all applicable portions of 49 CFR Part 21 (Title VI of the Civil Rights Act of 1964) which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, or disability. The Agreement will require that the Respondent represent and warrant to the Authority that it will comply with all applicable provisions of 49 CFR Part 21 and all other laws, rules and regulations prohibiting discrimination.
- 2.16. Conflicts of Interest and Gratuities. Each Respondent must complete, execute and submit a Certification Regarding Gratuities with its Proposal provided as an Attachment to this RFP. Failure to execute and submit the Certification will be grounds for rejection of the Respondent's Proposal without review or consideration by the Authority.

### 3. INFORMATION REQUIRED FROM RESPONDENTS

Required Information. To be selected, a Proposal must demonstrate that the Respondent is financially responsible and able to provide the proposed services, and qualified by expertise and experience to perform the Services. A Proposal should emphasize the Respondent's qualifications and experience regarding all aspects of the Services. At a minimum, all of the following information MUST be furnished by each Respondent as part of its Proposal. The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement may be cause for rejection of the Proposal.

- 3.1. Identification of Respondent. Full, correct, legal name and type of business entity of Respondent, and, if applicable, the Respondent's state of incorporation or formation. (Note: The Respondent awarded the Agreement, if a corporation, limited partnership or limited liability company, will be required to be licensed by the Oklahoma Secretary of State to do business in the State of Oklahoma and be in good standing with that office all times while performing the Services).
  - 3.1.1. Street and mailing addresses of Respondent; name of Respondent's representative for purposes of notice or other communications regarding the Proposal. If the address of Respondent or name of Respondent's representative for purposes of notice or other communications regarding any agreement which may be consummated with Authority will be different from the above, such other address or name must also be provided.
  - 3.1.2. Telephone and email addresses for Respondent and, if different, for Respondent's representative regarding the Proposal and any potential agreement with the Authority, such other telephone and email addresses must be provided.
  - 3.1.3. Name, titles and business address of each director, senior officer and any shareholder, partner or member having, owning or controlling ten percent (10%) or more equity interest in Respondent.
- 3.2. Organizational Summary. An organizational summary of the Respondent to include the following:
  - 3.2.1. A description of the Respondent's organization, including addresses of all central and branch or satellite offices; the number of employees; and all major divisions and areas of expertise; a description of the key personnel the Respondent would use to perform the Services, including education, professional qualifications, length of service, special expertise, and experience.
- 3.3. Experience. Each Respondent must notate related business management experience and the operational experience and licensure of key individuals intended to perform and provide the services.

- 3.4. Equipment and Facilities. Each respondent must provide a description of the equipment proposed to provide the Services and the proposed use of any and all facilities proposed for lease.
- 3.5. Terminated Agreements, Contracts or Leases. A statement, if applicable, setting forth the following information during the past ten (10) years:
  - 3.5.1. For all agreements, contracts or leases to which the Respondent or any subsidiary, parent or affiliate of Respondent is/was a party, for services and/or facilities similar to the Services and/or facilities that have been terminated either voluntarily or involuntarily prior to the expiration of their respective terms, the name, location and address of the other party(ies) to said contracts and the date(s) of termination.
  - 3.5.2. A detailed description of any judgments and any pending or threatened lawsuits related in any way to Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent for work or services similar to the Services.
  - 3.5.3. A description, date of filing and address for any court or petition filing in bankruptcy by or against Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent.
- 3.6. Staffing. A statement and exhibited evidence that the Respondent's organization is sufficiently staffed to accomplish the proposed Services.
- 3.7. Expertise and Special Knowledge. In the event certain features of the Services are of such complexity and nature as to require specialized or expert assistance, a statement as to whether the Respondent's organization or team is sufficiently staffed with such specialists to provide such features, or if it will be necessary to associate with others, and if an association should be necessary, the nature of such association.
- 3.8. Acknowledgement of Addendum. If it becomes necessary to revise any aspect of the RFP or to provide additional information to Respondents via an Addendum, each Respondent must complete and submit an Acknowledgment of Receipt of the Addendum in the form provided as part of the Addendum.
- 3.9. Other Information. Any other information the Respondent wishes to submit to the Authority for consideration in evaluating the Respondent's Proposal.

#### 4. CRITERIA FOR SELECTION.

- 4.1. Criteria. The Authority will evaluate and rank Proposals using the criteria listed below for the purpose of selecting the Respondent or Respondents submissions determined to offer the most value to the Airport, and the airport users.
- 4.1.1. Proposed rental rate per square foot, the value of any proposed capital improvements to the properties, and estimated revenue generation opportunities the proposed Services will provide to the Airport. Value: 40 Points
  - 4.1.2. Qualifications: Licensure and or certifications as required by the Minimum Standards to provide the Services. Value: 20 Points
  - 4.1.3. Experience: Respondent's experience with providing services of the same type, and similar scope. Value: 15 Points
  - 4.1.4. The Respondent's relevant financial and customer references demonstrating the Respondent's ability to provide Services. Value: 15 Points
  - 4.1.5. The quality and clarity of the Respondent's Proposal including submission of all required elements. Value: 10 Points.



ATTACHMENT 1 CODE OF ORDINANCES CITY OF SHAWNEE, OKLAHOMA  
*Published in 2017 by Order of the Board of Commissioners*

ARTICLE XVI

CONFLICT OF INTEREST AND OTHER PROHIBITED ACTS OF PUBLIC OFFICERS AND EMPLOYEES

Section 1. - Commissioners not to hold public employment; city officer and employees not to be interested in city contracts.

No member of the board of commissioners shall hold any other office or employment within the municipal government of Shawnee, compensation for which is paid out of public moneys, nor be elected or appointed to any office, the compensation of which was increased or fixed by the board of commissioners, while he was a member thereof, until after the expiration of at least one (1) year after he has ceased to be a member of said board of commissioners. No member of the board of commissioners or any officer of said city shall be pecuniarily interested directly or indirectly in any contract, purchase, or sale made by or with said city, or by any contractor or subcontractor of said city, nor in any manner wherein the rights of [or] liabilities of said city are, or may be involved, and such party, firm, or corporation shall be prohibited from recovering any compensation therefor, nor shall any member of the board of commissioners, or any officer or employee of said city be interested directly or indirectly in any public work or contract or contract made, supervised, or controlled, or which shall be paid for wholly or in part by said city or by any contractor or subcontractor thereof. Any member of the board of commissioners or any officer or employee of said city becoming interested directly or indirectly as aforesaid, or by commission, retainer, fee, gift, or a loan given or received at the time of the transaction, or before or after the same in any contract, franchise, work, purchase, or at sale by or with any of the agencies aforesaid, or who shall hold stock in any corporation contracting with said city or any contractor or subcontractor of said city shall forfeit all right or claim of title to his office and to any emoluments in any office which he shall happen to hold in said city, and shall be expelled therefrom by the board of commissioners; or if they shall fail to remove said officer, member, or commissioners, or any other city officer guilty, as aforesaid, he shall nevertheless be subject to removal upon the action of any five (5) citizens taken in the district court of Pottawatomie County, in such proceedings as are appropriate and proper.

Section 2. - Graft prohibited.

The receiving directly or indirectly by any officer of said city for his own use and benefit or any other use or purpose other than is authorized and provided in this Charter and the laws of the state, of any interest, profits, or perquisites arising from the use or loan of public funds in his hands, or to be raised through his agency for city purposes, shall be deemed sufficient cause to forfeit his office, and the person so receiving shall then and there forfeit his office and be disqualified to hold office.

Section 3. - Offering compensation for election or appointment to office prohibited.

No officer or employee of said city shall give or promise to give to any other person any portion of his compensation or any money or valuable thing, or promise employment to any person in consideration of having been, or of being nominated, appointed, voted for, or elected to any office or employment; and if any such promise or gift be made, the person making or accepting such gift or promise shall forfeit his office or

employment and be debarred and disqualified from being elected, appointed, or employed in the services of said city.

Section 4. - City officers not to receive gratuity from subordinate officer or candidate.

Any officer of said city who shall, while in office, accept any donation or gratuity in money or other valuable thing, either directly or indirectly, from any subordinate or employee, or from any candidate or applicant for any position as employee or subordinate under him, shall forfeit his office and be forever disqualified from holding any position in the services of said city.

Section 5. - Officers and bond liable for approving and paying unauthorized claims.

Every officer who shall approve, allow, or pay any demand on the treasury not authorized by law, ordinance, or this Charter shall be liable to said city individually and on his official bond for the payment of the demand so illegally approved, allowed, or paid.

Section 6. - Duty of officers to report violations concerning city contracts.

It shall be the official duty of every officer or person in the employment or service of said city, when it shall come to his knowledge that any contract or agreement with said city or with any officer has been or is about to be violated by the other contracting party forthwith to report to the mayor and board of commissioners all facts and information within his possession concerning such matter, and upon a willful failure to do so the board of commissioners shall remove the officer and/or employee.

**Certification Regarding Gratuities**

The undersigned hereby acknowledges having received a copy of the Code of Ordinances City of Shawnee, Oklahoma, published in 2017 by Order of the Board of Commissioners, Article XVI Conflict of Interest and Other Prohibited Acts of Public Officers and Employees. As contemplated by the Ordinance, the undersigned hereby certifies as follows:

1. The undersigned has reviewed and understands the Ordinance.
2. The undersigned certifies that it has received and
3. The undersigned certifies that it has not provided any gift, gratuity or favor, including travel to any Commissioner, employee or representative of the Authority or the City of Shawnee.
4. The undersigned acknowledges that if it does provide any gift, gratuity or favor, including travel to any Commissioner, employee or representative of the Authority in violation of Article XVI. - Conflict of Interest and Other Prohibited Acts of Public Officers and Employees, that such violation will be cause for immediate disqualification of the undersigned from any then current or future selection process involving the undersigned, and termination of any agreement already executed with the undersigned.

In Witness Whereof, the undersigned has executed his Certificate on the \_\_\_\_day of\_\_\_\_\_,2020.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

State of \_\_\_\_\_ County of \_\_\_\_\_

The Signature above was acknowledged by me on the\_\_\_\_day of\_, 2020.



*Notary Seal*

\_\_\_\_\_  
Signature of Notarial Officer

\_\_\_\_\_  
My Commission Expires