



REQUEST FOR PROPOSAL



**Operator/Developer to
Develop, Lease and Operate
Airline Passenger/Cargo Services at
Jacqueline Cochran Regional Airport
Thermal, California**



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Request for Proposals (RFP) No 2018-001
Operator/Developer to Develop, Lease, Market and Operate Airline Passenger/Cargo Facilities
and Services on the East Side of Jaqueline Cochran Regional Airport in Thermal, California

Attachments:

Exhibit A – Development Opportunity Area – Airport Vicinity Map
Exhibit B – Riverside County Minimum Standards for Fixed Base Operators
Exhibit C – Airport Fuel Standards
Exhibit D – Forms

D1 – Offer to Negotiate Exclusively
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Exhibit E – Resolution No. 2008-362 Fuel Flowage



1. OVERVIEW

The Aviation Division of the Economic Development Agency of Riverside County (“EDA”) is issuing a Request for Proposals (“RFP”) for a qualified and experienced Operator/Developer (“Operator”) to establish, develop/construct, lease, market, operate and manage airline passenger/cargo services at Jacqueline Cochran Regional Airport (“Airport”) on the east side of the Airport as depicted on Exhibit A.

The County seeks an established and experienced Operator to enter into a ground lease and development agreement (“Agreement”) that will serve as the basis for the Operator to develop designated and vacant land (see Exhibit A) for passenger and cargo airline facilities and services. The Operator will work to establish, develop/construct, lease, market, operate and manage airline passenger/cargo services at the Airport. The selected Operator will be responsible for obtaining any and all approvals and permits necessary to establish such services. The Operator will also be responsible for establishing and constructing the necessary infrastructure and upgrades to the Airport which including utility and security infrastructure.

Jacqueline Cochran Regional Airport has a rich history dating back to its operations in the 1940’s during WWII for military training. The Airport, which is owned by the County of Riverside, is operated through the County’s Economic Development Agency. The Airport is located in one of the fastest growing geographic regions in the nation. Current aircraft operations at the Airport are general aviation and public safety consist of approximately 76,500 annual aircraft operations.

The Airport is situated in the world renowned Coachella Valley, which is host to nine cities, including Palm Springs, Cathedral City, Desert Hot Springs, La Quinta, Palm Desert, Rancho Mirage, Indian Wells, Indio and Coachella. A number of world class events, shopping, dining and amenities including the Coachella Valley Music and Arts Festival, Stagecoach Festival, Desert Trip, El Paseo Drive, Indian Wells Tennis Garden which are all accessed and served by this vital Airport.

The Airport is located within a proposed Foreign Trade Zone (FTZ). The Airport is also in close proximity to the Union Pacific Railroad, State Route 86 and Interstate 10 and this entire development effort would be a catalyst to spur future growth in logistics, industrial and commercial uses in the Coachella Valley.

Over the past 10 years, the County has invested more than \$83 million in the area in and around the Airport and to build infrastructure which is vital to this growing region. A \$40 million grade separation project on Airport Boulevard was completed by the County in 2017 and has improved access to the Airport. Partly as a result of this investment, the region is primed to be the epicenter of future development in our rapidly growing County, which is now ranked as the 10th most populous County in the nation.

Jacqueline Cochran Regional Airport encompasses 1,750 acres and provides aeronautical services through multiple full service and limited service Fixed Base Operators (FBO’s).

There are three full service FBO’s currently in operation. Signature Flight Support, a full service FBO, is located on 14.87 acres and provides services from a 4,000 square foot terminal building and a historic 25,000 square foot WWII hangar building. Signature offers rental hangars, tie-downs, fuel sales and maintenance services. They can accommodate G550/Global Express aircraft in their large hangar.

Ross Aviation is located on 17 acres and is also a full service FBO. Ross's new terminal building of 3,695 square feet was just completed on the heavy ramp fronting Runway 17/35. Ross also manages approximately 125,000 SF of hangar storage on site.

The most recently completed full service FBO at the Airport is Desert Jet, which occupies with approximately 7 acres of leasehold area that is currently under construction. Desert Jet operates an aircraft charter operation with 30 percent of the flights to and from international destinations.

All three FBO's provide essential aeronautical services including fueling of aircraft, transient aircraft parking guidance and the supportive services for pilot and passenger needs.

Additionally, Thermal Aviation is a limited service FBO providing self-service fuel and hangar space on a nine (9) acre site. Thermal Aviation holds 85 hangars, with many occupied by general aviation owner-operator pilots who fly for business and recreation.

In addition to serving the general aviation needs of the public, the Airport houses public safety aviation base for the California Highway Patrol and the Riverside County Sheriff's Department.

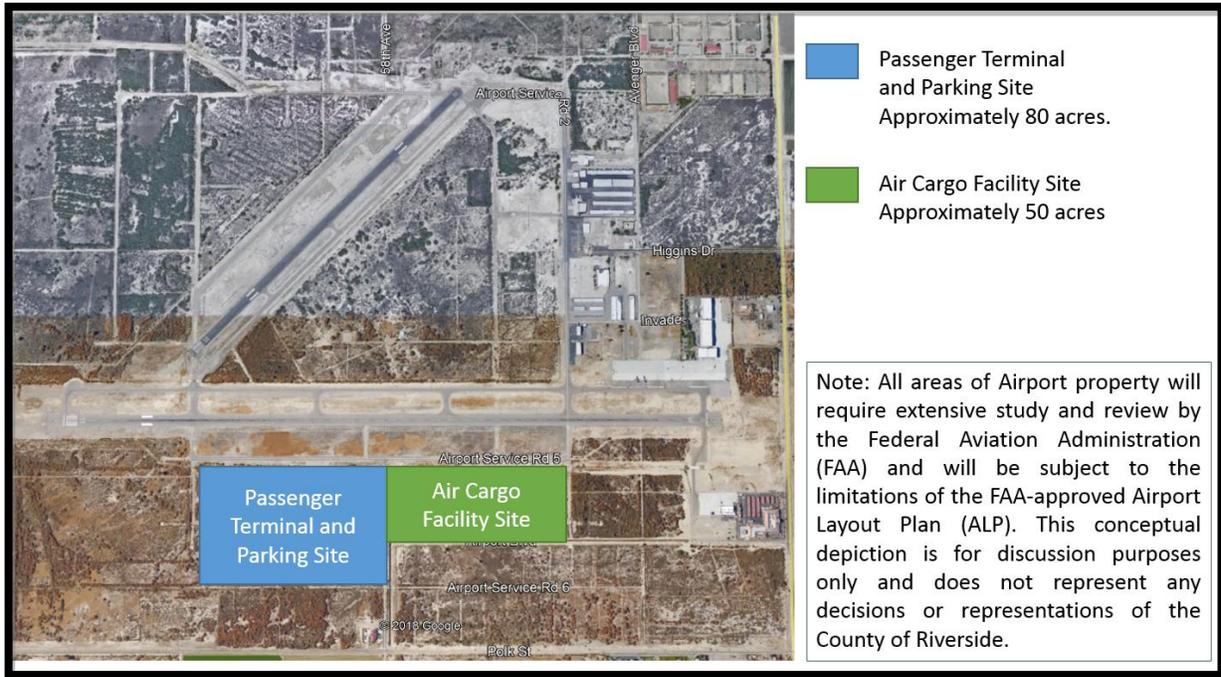
Airport Summary:

- Approximately 76,500 Annual Aircraft Operations
- Approximately 1,750 Acres
- Approximately 150 Hangars
- 3 Full Service FBO's
- 1 Self-serve FBO
- Flight Schools
- Air Charter
- Avionics
- Car Rentals
- Sherriff Offices and Helicopter Base
- CHP Aviation Base
- Air Ambulance Service

The Economic Development Agency of Riverside County desires to work with businesses that will actively promote a proactive approach to increasing service and airline business at Jacqueline Cochran Regional Airport. EDA seeks to promote positive economic development throughout the County that will encourage investment through managed and sustainable growth that will in turn improve the quality of life for the communities that we serve.

Request for Proposals (RFP) No 2018-001
Operator/Developer to Develop, Lease, Market and Operate Airline Passenger/Cargo Facilities and Services on the East Side of Jaqueline Cochran Regional Airport in Thermal, California

Development and Operational Opportunities – Vicinity Map



RFP Timeline Summary

Contact Person:	Liliana Valle – County Airport Manager E-mail: lvalle@rivco.org Office: (951) 955-9418
How to Obtain RFP Document:	Via email from the person above or on line at Riverside County http://www.rivcoeda.org/AboutEDA/ProposalsQuotations
Deadline for submitting Proposals:	December 27, 2018 @ 5:00 pm
Property Tour and Inspection	Arranged by appointment with Contact Person above.
Submittal Address:	County of Riverside Economic Development Agency Attention: Aviation Division 3403 10 th Street, Suite 400 Riverside, CA 92501
Proposal Format:	See Sections 8-10

Note: The Riverside County Economic Development Agency reserves the right to modify this timeline at any time. Notices of such modifications will be located at:

<http://www.rivcoeda.org/AboutEDA/ProposalsQuotations/tabid/467/Default.aspx>



2. OPERATOR/DEVELOPER PLATFORM

Upon approval and execution of an Agreement with the County, the successful Operator will be responsible for all planning, development and costs associated with due diligence, development, construction, management and operation of the proposed project, including but not limited to, planning, designing, entitlement, environmental compliance, permit fees, utility charges and all other project costs associated with the project as described within a formal Agreement and as summarized below.

a) Project Requirements to Include:

- The successful Operator shall prepare a set of schematic and conceptual site plans, floor plans and elevations for each phase of the proposed projects for approval by the County.
- The successful Operator shall be responsible for obtaining any and all land use entitlement, zoning approvals and all necessary building, grading and construction permits required for the proposed project from the County and any other governing agency.
- The Operator will comply with any and all Federal, State and Local Laws, Regulations and Ordinances in its pursuit of a project and including any and all compliance with the Federal Aviation Administration, the State of California Department of Transportation, Transportation Security Administration, Customs and Border Protection and the County of Riverside.
- The successful Operator understands that the County, as part of the process, may need to secure an Airport Certification Manual with the Federal Aviation Administration (FAA).
- The successful Operator understands that the County, as part of the process, may need to secure an Airport Security Plan with the Transportation Security Administration (TSA). The successful Operator shall be responsible for incorporating security infrastructure related to the newly developed site to meet compliance with TSA regulations as required by TSA.
- The successful Operator understands that the County, as part of the process, may need to secure a commercial passenger international handling with the Customs and Border Protection (CBP). The successful Operator shall be responsible for incorporating customs infrastructure related to the newly developed site to meet compliance with CBP regulations/operations as required by CBP.
- The successful Operator shall install, operate, maintain all necessary infrastructure related to commercial airline or cargo operations and implement third party agreements for essential airline support services included but not limited to ground handling, cargo handling, regulated garbage handling, concessions, and e-platform as per the proposal and approved Agreements.
- The successful Operator shall plan and include Aircraft Rescue and Fire Fighting Equipment required by the FAA for the commercial operation under FAR Part 139 as part of this development.

- The successful Operator shall be responsible for compliance with all environmental laws and including the California Environmental Quality Act (CEQA) and the National Environmental Protection Agency (NEPA) and any associated requirements related to project design and development.
- The successful Operator shall be responsible for payment of the applicable development mitigation fees and off-site facilities fees, including but not limited to, Transportation Uniform Mitigation Fee (TUMF), Development Impact Fee (DIF), Multi Species Habitat Conservation Plan (MSHCP), and any other development mitigation fees required by the County of Riverside and local, federal and state jurisdictions.
- The successful Operator shall be responsible for securing and installing all utilities required for project development.
- The successful Operator shall be responsible to maintain the proposed operational site including but not limited to the Leased Premises, approaches thereto, and current and future improvements in good, safe condition and repair.
- The successful Operator will be encouraged to incorporate design LEED features to conserve energy and water resources.
- During construction, the successful operator shall incorporate principles of waste minimization and pollution prevention: reduce, reuse, and recycle as a standard operating practice, including programs for construction and demolition waste management and office paper and packaging recycling programs, as well as implement water.

b) Proposed Required Services

The Operator will provide a variety of airline aeronautical services including:

- Commercial Airline Services
- Cargo Airline Services
- Aircraft fueling services infrastructure to support cargo and passenger operations.
- Fuel Tanks, trucks and equipment necessary to fuel aircraft
- Services/Providers to support aircraft ramp services (including towing, parking guidance, etc.)
- Necessary FCC licenses for radio operations
- Aircraft Maintenance
- Pilot Amenities & Facilities
- Support Facilities such as Parking
- ARFF equipment
- Non-aviation concessions

c) Rates and Scheduled Increases

It is the Airport's intent is that fees be fair, reasonable and not unjustly discriminatory. As per the FAA Compliance Manual section 5190 B 9.2 the Airport must impose the same rates, fees, rentals, and other charges on similarly situated airport business (that use the airport and its facilities in the

same or similar manner). Typical methods used to determine and maintain the lease rates at the Airport properties include scheduled property appraisals and periodic cost of living adjustments based on a national index.

d) Proposed Ground Rent per Acre Rate and Minimum Size

The selected Operator will lease vacant Airport land located on the east side of the runway for the proposed project and as depicted on Exhibit A. The rent and rate for the vacant land will be established through negotiations and an updated fair market value appraisal. Consideration will be given for the investment in the overall project and infrastructure provided and paid for by the Operator. The Operator is expected to propose a revenue sharing arrangement whereby the County will share in the annual and actual gross revenues derived by the project. The Operator may lease available/existing buildings from current FBO's or the County and which may provide temporary facilities during the due diligence and planning stages of the project. The Operator may also negotiate a temporary leasehold area for temporary or modular facilities and for use during the pre-development phase of the project.

The Jacqueline Cochran Regional Airport proposed ground lease rental rate is currently \$ 1,125 per acre per month. This rental rate was determined by the County in consideration of a 2016 certified aviation appraisal of the Airport property. The base ground rent is subject to adjustments per the provisions below.

All terms and concessions will be considered provided they comply with both federal and airport policies.

e) Leasing County Owned Buildings

Additional rent shall apply to leasing of Airport-owned buildings and equipment, if any. Prospective Operator should propose terms including the rental rate per square foot for the use of each Airport building requested. Leasing of each Airport owned property shall include routine maintenance and repairs.

f) Scheduled Increases

Typical County lease rates include annual CPI rental rate adjustments; Beginning July 1st and every year thereafter, except for the year that rents are adjusted to fair market value, Lease rates will be adjusted by the percentage change in the Consumer Price Index, All Urban Consumers, applicable to Thermal, CA.

g) Mark to Market Adjustment

Beginning July 1, 2024 and every fifth (5th) year thereafter, the Base Rent shall be adjusted to the then-current fair market value of the Leased Premises based on appraisal. Said fair market value rental rate shall be for the land and County owned buildings leased. The valuation shall not include the value of Tenant owned structures placed on the Leased Premises. In no event will application of this paragraph result in a monthly rental amount lower than the highest previous monthly rental amount.

h) Fuel Flowage Fees

Fuel flowage fees are applicable per Resolution 2008-362. The currently fee per gallon of fuel sold is \$0.12 as per attached Exhibit E.

3. GENERAL STANDARDS AND GUIDELINES

The selected Operator must be supportive of all aviation uses and uphold the criteria and Minimum Standards as currently enforced and subject to any future modifications (see Exhibit B).

The Operator must take into account Federal Aviation Administration (FAA) standards as they relate to Airport Operations. The Lease will articulate that the Operator shall comply with the requirements of all local state and federal statutes, regulations, rules ordinances, orders now in force or which may be hereafter be in force, pertaining to the Leased Premises. The Lease compliance shall include conditions precedent to the expenditure or reimbursement to County of Federal funds for the development of Jacqueline Cochran Regional Airport.

4. AIRPORT SPONSOR / AIRPORT OWNERSHIP

Airport Sponsor:
County of Riverside
Economic Development Agency Aviation Division

The Airport sponsor is the public agency or tax-supported organization that is authorized to own and operate the Airport, to obtain property interests, to obtain funds, and to be legally, financially and otherwise able to meet all applicable requirements of the current laws and regulations.

Federally obligated airport sponsors are required to operate airports for the use and benefit of aeronautical users and to make those airports available to all types, kinds, and classes of aeronautical activities on fair and reasonable terms, and without unjust discrimination. Airport sponsors may adopt reasonable commercial minimum standards and/or airport rules and regulations.

The Jacqueline Cochran Regional Airport is owned by the County of Riverside
The County of Riverside's Economic Development Agency manages five airports through its Aviation Division:

- Blythe Airport
- Chiriaco Summit
- Hemet-Ryan Airport
- French Valley Airport
- Jacqueline Cochran Regional Airport

The Airport has the support of the County Board of Supervisors and looks forward to supporting long term development as well as interim projects that enhance the quality of life for our collective communities and residents.

5. INSURANCE REQUIREMENTS

A letter of commitment or certificate of insurance from an acceptable (A.M. Best rating of A.) insurance company setting forth that insurance coverage, at a minimum in the following types and amounts, will be available at the time of commencement of the Agreement term.

The County reserves the right to request additional insurance coverages and amounts through the final lease and development agreements negotiated between the County and the operator selected. Types of insurance coverage required for an Operator are as follows:

- Airport General Liability
- Workers Compensation
- Vehicle Liability
- Builder's Risk
- Professional Liability
- Aircraft Hull and Liability Insurance
- Fuel Providers- Pollution Liability Insurance
- All Risk Property Insurance
- Hangar Keepers

6. SUBMITTAL INSTRUCTIONS

Proposals for Operator shall be submitted in writing to the following address only:

County of Riverside
Economic Development Agency – AVIATION DIVISION
3403 10th Street, Suite 400
Riverside, CA 92501

The County will receive Proposals until **5:00pm on Thursday, December 27, 2018**. Prospective operators should submit five (5) copies of the written proposal, each clearly marked as such. The Proposal shall be submitted in a sealed envelope package and clearly marked.

The County will not accept fax, telephone or telegraphic information. Postmarks will not be accepted. The deadline is absolute and Proposal received after the due date and time will not be accepted or considered.

7. PROPOSAL ORGANIZATION AND FORMAT

In order to expedite and to maintain consistency in the evaluation process, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specific format outlined below, or that fail to provide the required documentation may receive lower scores, or be disqualified if found to be non-responsive. In the event of any conflict between any of the Proposal documents, resolution thereof shall be at the County's sole discretion. Proposal shall, at a minimum, include the following information.

- **Cover Letter**

Include a transmittal letter identifying the operator's company/entity status and the proposal package being submitted. Include other important general information deemed significant enough to be highlighted. The letter shall provide the name, address, telephone number, and e-mail address of the individual authorized to contractually bind the company/entity.

- **Executive Summary**

Include a summary containing highlight of the proposal approach, describing how the operation would be organized and how the operator will ensure responsiveness to County and FAA requirements as well as airport user needs.

- **Business Entity Description**

Provide a statement of the operator's corporate status, type of legal entity and the names of its principal officers including Chief Executive Officer and Chief Financial Officer or Treasurer and include percentage interest if applicable. If the respondent is a corporation, provide a certification from the Secretary of State indicating the complete legal name of the corporation and the date of incorporation. If the Entity is a Partnership, describe the makeup of the Partnership etc.

- **Contact Information**

Name, title, address, and telephone number of the operator's designated contact person for communication pertaining to this proposal.

- **Business Plan**

Please include:

- Development Plan and Phasing Plan
- Proposed Site Development Plan
- Services and Uses Proposed
- Construction and Improvements Proposed
- Project Schedule and Including Due Diligence and Entitlement Periods
- Operator's Business Plan
- Operating Standards
- A list of all the operator's employees that includes position titles.
- A list of the key personnel assignments and responsibilities.
- A copy of current permits and/or licenses.
- An estimated time for commencement of business operations.
- A Profit Sharing Plan (in addition to Ground Rent and Fuel Flowage Fees)
- Marketing Plan
- Subleasing Plan
- Lease Term and Options Proposed
- Operators Summary of Experience

- Specific description of any relevant experience with public agencies.
- Operator References
- Proof of Financing or Capacity to Finance the Proposed Project
- Financial Data

In a separate section of the proposal include copies of current financial statements for the company/entity that is to perform the services outlined in the proposal and for the most recent two years. Financial statement should include a balance sheet and an income statement including profit and loss statement with net worth present and pro-forma business projections for the future. It is understood that the financing of the services and equipment will be the sole responsibility of the Operator. The Operator is expected to demonstrate that it can provide the required financing from either (1) internally generated funds, or (2) commitments from external sources. In the event funds are to be borrowed to finance a portion of the total investment, the Proposal should include Letters of Intent from a bank or other lending institution. Please provide amount of initial capital investment. Use form included in Exhibit D for credit references for the respondent and participants.

Indicate if the respondent has been involved in any litigation or other disputes that have the potential to result in a financial settlement or judgment having a material adverse effect on the respondent's ability to complete the Project. Indicate whether or not the respondent has ever filed for bankruptcy or had operations foreclosed upon.

This financial information will remain confidential to EDA staff only for the purposes of determining the financial viability of the respondent.

8. OPERATOR QUALIFICATION

Describe the respondent and respondent teams overall experience in planning, developing and operating similar aviation projects. Include experience both in business and aviation fields and any specialized certificates or licenses held.

9. REQUIRED FORMS

The following forms must be completed in full and submitted with the proposal:

1. **Offer to Negotiate Exclusively**, which commences when final Operator selection has been completed;
2. **General Authorization and Financial References List**, which authorizes County to access financial information pertinent to the respondent's proposal;
3. **Respondent Certification**, which certifies that the respondent has certain specific capabilities and that the proposal accurately represents those capabilities.
4. **Non-Collusion Affidavit**

The forms are attached hereto as Exhibit D1 through D4.

10. PRE-PROPOSAL MEETING

A pre-proposal meeting to discuss the proposal process can be scheduled on an as-needed basis. Please contact Michelle Moore at (951) 955-9722 or mlmoore@rivco.org to schedule a meeting.

11. DEADLINE

All responses to this RFP are to be submitted to the Economic Development Agency, Aviation Division, 3403 10th Street, Suite #400, Riverside, CA 92501, to the attention of Liliana Valle, County Airport Manager and must be received by County **no later than 5:00 PM Thursday, December 27, 2018.**

12. SELECTION CRITERIA

The County intends to select an Operator proposal based on a “Best Value” basis. As such the County will consider factors other than just the cost in making the award decision. In evaluating the proposal under this criteria the combined experience and resources of all principals as well as the business and development plan will be considered. County will evaluate all requested information submitted, interviews if additional information is required, history, performance in previous undertakings, and other pertinent factors.

The written proposals will be evaluated and scored based upon the following proposal criteria:

EVALUATION POINTS:

		Minimum Points	Factor Description
1	Qualifications (Experience and knowledge)	25	Aviation Operator Experience, Management, and Capacity shall be reviewed and evaluated. The previous experience will be evaluated as it reflects the Proposer’s demonstrated ability to successfully carry out and maintain an operation of similar type, size, and complexity as proposed and in an efficient manner
2	Services Proposed and Business Plan	20	The overall quality and depth of proposed services to the Jacqueline Cochran Regional Airport airline customers will be evaluated pursuant.
3	Development and Investment in Airport	20	Business and Development plans will be evaluated to determine the project’s positive long term impact on the Jacqueline Cochran Regional Airport, and the neighboring communities.
4	Lease, Profit Sharing and Fee Schedule	15	Proposed rates, profit sharing, fees and concessions shall be viewed as to be fair and reasonable and consistent within the aviation industry.
5	Financial Ability and Credit	20	Evidence of Proposer’s financial capacity to deliver the proposed project improvements and business plans will be evaluated as demonstrated by current availability to capital

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	Worthiness		and by past financial performance. County will evaluate assets, credit history and business performance.
		100	

The evaluation committee consisting of Aviation Division management and EDA colleagues will rank the proposals and submit recommendation and scoring to County management. After reviewing the recommendations of the selection team, County management will grant an exclusive right to negotiate to the respondent with the best proposal or reject all offers as unsatisfactory.

Evaluation Method shall include:

- a) **Initial Evaluation**
 Each Proposal received shall first be evaluated for responsiveness (meets the minimum requirements).
- b) **Evaluation**
 The County anticipates that it may select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No Proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a Proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. The designated Contact person is the only person at the County the Proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such Proposer(s) to be eliminated from consideration for award.
 The evaluation committee shall evaluate the responsive proposals submitted and award points according to the Evaluation Points chart above.
- c) **Potential “Competitive Range” or Best and Finals” Negotiations.**
 The County reserves the right to conduct a “Best and Finals” Negotiation at their sole discretion. Such “Best and Final’s negotiation, which may include oral interviews, with all firms, deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the County in as timely a manger as possible, but in as case with no longer than 10 days after the beginning of such negotiation with the firms deemed to be in the competitive range.

Determination of Award:

Typically the subjective points awarded by the evaluation committee will be summarized and forwarded to the County Assistant Director of Aviation and Assistant County Executive Officer/ECD along with Airport Manager for comments, review and final selection.

Contract Award Procedure:

If a contract is awarded pursuant to the RFP, the following detailed procedures will be followed:

By completing, executing and submitting the Respondent Certification D3, attached hereto and incorporated by this reference, the “Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the County.

If a Proposer may be selected, within 90 days after the deadline for submitting proposals, all Proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all Proposers of which Proposer has been selected to proceed with exclusive negotiations.

County and successful Proposer shall execute the “Offer to Negotiate Exclusively” Exhibit D1 with a term of 6 months which shall commence upon the full execution of the “Offer to Negotiate”.

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Proposer entity will be excluded from participation on the evaluation committee. Similarly, all persons having ownership interest in and/or contract with a Proposer entity will be excluded from participation on the evaluation committee.

Any final lease and development agreements negotiated by the County is subject to approval by the Board of Supervisors for the County of Riverside in their sole and absolute discretion.

By responding to the RFP and submitting a proposal, the successful Proposer acknowledges and agrees that County will only execute agreements prepared by County which are substantially approved as to form by County Counsel.

13. DISCLAIMERS AND RESERVATION OF RIGHTS

- a. Right to Reject, Waive, or Terminate the RFP.** The County reserves the right to reject any or all proposals, to waive any informality in the RFP process, and/or to terminate the RFP process at any time, in County’s sole, subjective and absolute discretion, if deemed by the County to be in its best interests. In no event shall County have any liability for a cancellation. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.
- b. Right to Not Award.** The County reserves the right not to award a contract pursuant to this RFP.
- c. Right to Determine Time and Location.** The County reserves the right to determine the days, hours, locations that the successful Proposer(s) shall provide the services called for in this RFP.
- d. Right to Determine Financial Responsibility and Viability.** The County reserves the right to require of Proposer information regarding financial responsibility and viability or such other information as the County determines is necessary to ascertain whether a proposal is in fact the most responsive and responsible proposal submitted.
- e. Right to Add Terms and Conditions.** The County reserves the right to add terms and conditions to the RFP and Contract. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

- f. **Right to Retain Written Proposals.** The County reserves the right to retain all written proposals submitted to County by all Proposers in response to this RFP. The County may permit the withdrawal of proposals when requested in writing by the Proposer and such request is approved in writing by the Airport Manager in his sole and absolute discretion.
- g. **Right to Negotiate Rent and Fees.** The County reserves the right to negotiate the rent, fees or profit sharing percentage proposed by the successful Proposer.
- h. **Right to Reject Any Proposal.** The County reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- i. **No Obligation to Compensate.** The County shall have no obligation to compensate any Proposer for any and all costs incurred in responding to this RFP, including travel.
- j. **Right to Prohibit.** The County shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By submitting a proposal, each prospective Proposer is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the County in writing within five (5) days of the discovery of any item listed herein or of any item that is issued thereafter by the County that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the County, but not the prospective Proposer, of any responsibility pertaining to such issue.
- k. **Public Disclosure of Proposal Documents.** To the extent required by law, documents submitted in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act.

The information presented in this RFP is the best available to the County. No representation is made as to its completeness or accuracy. It is expected and acknowledged that the Operator will perform any required investigations regarding their proposal, at their sole cost and risk.

Any respondent that is selected will be expected to conduct its own due diligence regarding all matters prior to commencement of its development plan and operations. The County makes no representation or warranties with respect to property and development matters.



14. RFP PROTEST

Any prospective or actual Proposer, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. To be eligible to file a protest with the County, pertaining to an RFP or contract, the alleged aggrieved protestor must have been involved in the RFP process in some manner as a prospective Proposer when the alleged situation occurred. The alleged aggrieved protestant must file in writing to County the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by County or condition is being protested as inequitable, making where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relive County from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The County has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of proposals, and any protest against the award of a contract must be received within **ten calendar days** after the contractor receives notice of the contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the Aviation Division Airport Manager, or designee, who shall issue a written decision on the matter. The County Airport Manager may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be marked as follow and sent to the address listed below:

Appeal of RFP No. 2018-001
County of Riverside Economic Development Agency
Aviation Division
Attn: County Airport Manager
3403 10th Street, Suite 400
Riverside, CA 92501



15. INFORMATION SOURCES

Should there be any questions regarding the RFP you are encouraged to contact the Aviation Department:

Liliana Valle, County Airport Manager at (951) 955-9418 or email lvalle@rivco.org ;

Attachments:

Exhibit A – Development Opportunity Area – Airport Vicinity Map
Exhibit B – Riverside County Minimum Standards for Fixed Base Operators
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D1 – Offer to Negotiate Exclusively
D2 – General Authorization and Financial References List
D3 – Respondent Certification
D4 – Non Collusion Affidavit

Exhibit E – Resolution No. 2008-362 Fuel Flowage





Airport Location Map

Jacqueline
Cochran Regional
Airport

Thermal, California

Minimum Standards for Fixed Base Operators

Riverside County Airports



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Economic Development Agency**
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I. INTRODUCTION

Riverside County is the owner (sponsor) of the following five airports in Riverside County: Blythe, Chiriaco Summit, Jacqueline Cochran Regional, French Valley, and Hemet-Ryan. The Riverside County Economic Development Agency (EDA) is the county agency responsible for operation of the County's airports.

Minimum standards are established to promote and attract a professional level of aviation services to the County's airports while safeguarding the public's interest. The Minimum Standards provide a framework that strengthens the relationship between the Sponsor and the Fixed Base Operator (FBO). They offer information, advice and, where necessary, they provide strict regulation so that both the prospective and experienced FBO may have a firmer understanding of the many considerations, which contribute to a safe, successful and useful operation. The standards are intended to be the minimum requirements for those wanting to provide aeronautical services to the public at Riverside County airports. Operators are encouraged to exceed the minimum requirements.

FBOs are responsible for complying with the Minimum Standards and shall be familiar with revisions made to the Standards. All FBOs on the airports must comply with the standards herein as well as all applicable government regulations; however, leases executed prior to August 16, 1988, are exempt until lease renegotiations. The County's airports are subject to federal, state and local rules and regulations. The County has adopted local rules and regulations to implement Federal Aviation Administration (FAA) requirements and to provide for safe and orderly operation on the airports. Local rules and regulations governing airport activities include, but are not limited to, applicable portions of the following:

1. Ordinance No. 576 - Rules and Regulations for Operation of County Airports
2. Fixed Base Operator Minimum Standards
3. County Airport Fueling Standards
4. Special Event Permit Policy
5. Airport Design Standards

Federal and state rules and regulations include, but are not limited to: FAA Grant Assurances; FAA Order 5190.6A - Airport Compliance Requirements; Federal Airport Regulations (FAR's); State Aeronautics Act (PUC § 21000); Government Code § 50470 - 50478; ADA Regulations; the California Environmental Quality Act (CEQA); and the National Environmental Policy Act (NEPA).

II. DEFINITIONS

AERONAUTICAL ACTIVITY - Any activity or service that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

AGREEMENT, LEASE, OR PERMIT - A contractual agreement between the EDA and an entity granting a concession or otherwise authorizing the conduct of certain activities which is in writing, executed by both parties, and enforceable by law.

AIRPORT - Includes the following five (5) airports owned by Riverside County: Blythe, Chiriaco Summit, Jacqueline Cochran Regional, French Valley, and Hemet-Ryan, and its environs, such as, the property, buildings, facilities, and improvements within the exterior boundaries of each airport as it now exists or as it may hereafter be extended, enlarged, or modified.

AIRPORT SPONSOR - The designated entity or duly authorized representative, appointed by the Board of Supervisors, to manage the operation and development of Blythe, Chiriaco Summit, Jacqueline Cochran Regional, French Valley, and Hemet-Ryan airports.

ALP - Airport Layout Plan

APPLICANT - A person, persons, firm, partnership, or corporation desiring to acquire the use of a portion of an airport, or to establish or use any facility on an airport for an aeronautical activity or special event and who shall apply in writing and in the manner or form prescribed for authorization to establish such activities.

CEQA - California Environment Quality Act

COUNTY - County of Riverside, the FAA authorized airport sponsor.

EDA - Riverside County Economic Development Agency, the County agency designated to oversee and manage the County airports.

EQUIPMENT - All machinery, together with the supplies, tools, and apparatus necessary for the safe and proper procedure of the activity being performed.

FAA - Federal Aviation Administration

FAR - Federal Aviation Regulation

FIXED BASE OPERATOR (FBO) - Any person, firm, partnership, corporation, association, limited partnership, or any other legal entity duly licensed and authorized by written agreement with the Airport Sponsor (the County) to provide specific aeronautical services at an Airport, under strict compliance with such agreement and pursuant to these and all applicable regulations and standards.

FUEL - FAA authorized aviation fuel, including jet fuel

FUEL FARM - Any portion of an Airport, authorized by the Airport Sponsor, as an area in which gasoline or any other type of fuel may be stored.

FULL SERVICE FBO - An FBO which provides certain essential aeronautical services (e.g. aircraft maintenance and repair, flight instruction, fueling of aircraft, transient aircraft parking guidance, positioning of wheel chocks and tie-downs, fireguard for engine starts, baggage handling, standardized ground service and recovery equipment, pilots' lounge, and restrooms), subject to restrictions agreed to during lease negotiations (see Table A below for complete guidelines).

LIMITED SERVICE FBO - An FBO which provides certain of the aeronautical services provided by a Full Service FBO, subject to restrictions imposed by leasehold size requirements and to restrictions agreed to during lease negotiations (see Tables B through H below for complete guidelines).

MINIMUM STANDARDS - The qualifications and criteria set forth herein as the minimum requirements to be met as a condition for an FBO to conduct an aeronautical activity on an EDA sponsored airport.

NEPA - National Environmental Policy Act

THE BOARD - The Riverside County Board of Supervisors

TLMA - Transportation and Land Management Agency

III. AIRPORT RULES AND REGULATIONS

A. Lease

All revenue generating, commercial and/or business activities, at County operated airports are required to secure a lease approved by the County Board of Supervisors (the "Board") prior to commencement of any commercial activity.

Prospective lessees should begin the process by requesting a meeting with County staff. The purpose of the initial meeting is to introduce staff, show the available sites,

and answer any questions. At the conclusion of this meeting the prospective lessee will be asked to submit a Lease Application and proposal.

Upon receipt of a lease application and proposal, County staff will review the proposal and will provide a written response. Once an agreement has been reached on the deal points and development proposal, a lease will be prepared for execution by the lessee. The lease shall be executed in three counterparts and all three copies shall be returned to the County. The County will then schedule the lease for consideration at the next available Board of Supervisors' meeting. ***Please be advised that the County Board of Supervisors is the only entity that can make a binding lease commitment and development may not proceed until the Board has approved the lease.***

Exclusive rights for any aeronautical activity will not be issued at any County airport. This is to ensure that airport patrons are offered competitive market prices for services.

B. Airport Layout

All new leases and new airport development shall comply with the current FAA approved Airport Layout Plan (ALP) for each airport. In addition, Jacqueline Cochran Regional, French Valley, and Hemet-Ryan airports have adopted Airport Master Plans and all new development shall comply with those master plans. Lessee proposals that conflict with ALP's and Master Plans will not be approved.

C. Signs

All signs (commercial, traffic, services, advertising, etc.) must receive written approval from the Assistant County Executive Officer / EDA or Designee prior to their placement. The request for approval should include the size, location, and design of sign. All outdoor advertising shall comply with County Ordinance No. 348 and applicable federal and state laws. FAA Form 7460-1, *Building Design, Construction, and/or Alteration*, must be submitted to the FAA Western Pacific Region for review and determination, with a copy of the form sent to the Assistant County Executive Officer / EDA

D. Building Design, Construction, and/or Alterations

All design, construction and/or alterations shall be in compliance with Airport Design Guidelines. The County reserves the right to review and approve all architectural design of all construction or alterations to be performed on County operated airports.

The County reserves the right to review and approve the design and construction methods of all development at the County operated airports. All buildings shall comply with local codes and regulations as to their construction. FAA Form 7460-1, *Building Design, Construction, and/or Alteration*, must be submitted to the FAA for their review

and assessment with a copy of the form submitted to the Assistant County Executive Officer / EDA.

The County reserves the right to require a Material and Performance Bonds or a Letter of Credit prior to the construction of any facility for the return of funds expended by the County in the event that the applicant defaults on any obligations.

E. Inspections

The County reserves the right to make periodic inspections of the leased premises during reasonable hours to ensure lease compliance and Lessee's adherence with all applicable regulations. County staff, County contractors, the FAA, and/or the State of California may conduct inspections, under this provision.

F. Flying Clubs

All flying clubs located at Riverside County operated airports shall be nonprofit organizations. All rights shall be equally shared between members. No member shall share in profits, earnings, salaries, or other forms of compensation. The Flying Club shall not be engaged in any type of commercial operation. A copy of the Flying Club's Charter and By-laws, or other comparable documents, must be filed with the Aviation Division. Flying clubs must submit annual financial reports and furnish the County with proof of insurance of the types listed on Appendix A.

A minimum of one (1) aircraft, properly certified, is required for a flying club. Flight instruction shall only be offered to club members. The instructor must be a club member or an instructor who is a lessee on the airport for the purpose of flight instruction.

G. Waiver from Minimum Standards

Any tenant or prospective tenant wishing to waive any minimum standard set forth in the approved Minimum Standards must submit a letter to the Assistant County Executive Officer / EDA expressing their hardship to conform with the Minimum Standards. The Assistant County Executive Officer/EDA has the discretion of approving or disapproving the waiver as it would apply to the future viability of the airport, subject to applicable provisions, which may be contained in the tenant's lease approved by the Board. Waivers may be granted on a temporary basis, and may be withdrawn or terminated at the Director's discretion.

H. Civil Rights

All individuals using the County operated airports must comply with all the provisions of the Federal Civil Rights Act of 1964. The tenant or prospective tenant shall ensure

there shall be no discrimination in the availability of any services or commodities based on race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status.

I. Insurance

The FBO shall procure, maintain and pay premiums during the term of the agreement for insurance of the types and the minimum limits set forth by the County for each aeronautical activity. The FBO shall obtain and maintain insurance (See Appendix A), which contains an endorsement that the "County of Riverside, including its elected officials, officers, employees, and agents" are named as additional insured. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless such requirement is waived, in writing, by the Assistant County Executive Officer / EDA and/or the County Risk Manager. Each insurance company shall have an A.M. BEST rating of not less than A:VIII (A:8).

Proof of insurance must be submitted to the Assistant County Executive Officer / EDA prior to commencement of operations and upon each insurance renewal. The FBO shall provide either 1) a properly executed original Certificate(s) of Insurance and 'certified original' copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the Assistant County Executive Officer / EDA and/or County Risk Manager, provide original Certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Certificate(s) shall contain the covenant that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. Certificates of Insurance and the policies shall covenant that their coverage is primary and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as primary.

If any policy contains a general aggregate limit, it shall apply separately to the Agreement with the County or be less than two (2) times the occurrence limit. All insurance policies are subject to review by the County's Department of Risk Management. The Assistant County Executive Officer / EDA, upon the advice of the County Risk Manager, reserves the right to increase the limits, or require additional insurance coverage, beyond those set forth in these Minimum Standards, subject to applicable provisions of the tenant's lease.

J. Lot Size

Lot sizes may vary according to the type of operation. If available, aircraft tie-downs and hangar space, as well as automobile parking spaces, may be leased from the County to meet these minimum standards. The number of aircraft, hangar, or automobile parking spaces shall be determined during lease negotiations.

K. Outdoor Storage

No outside storage will be permitted except behind enclosed block walls, screened from public view, or as approved by the Assistant County Executive Officer / EDA.

L. Maintenance

Lessee shall be responsible for the adequate maintenance of leased property and in compliance with all applicable Federal, State and Local health and safety regulations.

IV. SCOPE OF SERVICES

Each aeronautical activity has a separate scope of services. The services required of a Full-Service FBO include the Minimum Standards for all combinations of aeronautical activities. The cumulative effect of the Minimum Standards will not equate to any minimum standard greater than that applicable to the Full-Service FBO.

Table A - FULL SERVICE FBO

Each airport shall have a minimum of one (1) Full Service FBO. Mandatory Requirements: Full Service FBOs shall provide: aircraft maintenance & repair; flight instruction; fueling of aircraft; transient aircraft parking guidance; positioning of wheel chocks and tie-downs; fireguard for engine starts; baggage handling upon request; have available and provide standardized ground service equipment and recovery equipment for aircraft weighing up to 30,000 lbs at FVA, 40,000 lbs at HRA, and 80,000 lbs at JCRA (service and recovery equipment shall include, but not be limited to, wheel chocks, tie-down ropes or chains, aircraft jacks, tow bars, auxiliary power units, and aircraft tugs); pilots' lounge; and restrooms. Optional Requirements: In addition to the required services listed in the preceding sentence, Full Service FBOs may provide: aircraft sales or leasing (including financing), sales of aircraft parts and supplies, radio and avionics sales and repair, aircraft storage hangars and tie-downs, painting and upholstering of aircraft, leasing or renting of automobiles, and operating a restaurant or café.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
LOT SIZE: 3 acres or 130,680 SF		
Hangar area	14,000 SF	For aircraft storage
Outside storage area	30,000 SF	For tie-down or apron parking
Building space	2,000 SF	For offices, pilots' lounge and briefing area, conference rooms, classrooms, and restrooms
Automobile parking	20 spaces, with landscaping as required by Ordinance 348	For employees per shift and customer parking
Fuel farm	Refer to Fueling Standards	
Landscaping	To be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and building
<u>CERTIFICATION:</u>		
As applicable for each activity	FAA, State, and/or other responsible agency as applicable	For safe and efficient operation of airport and aeronautical activities
<u>PERSONNEL:</u>		
Staff	Adequate number	For safe and efficient operation of airport and aeronautical activities
Certification & training	Proper certification and training	To comply with all applicable regulations
<u>HOURS OF OPERATION:</u>		
Business Hours	7 days/week, 10 hrs/day	Or as demand may require
Fueling services	During business hours and emergency situations	One (1) hr response time during non-business hours
<u>EQUIPMENT:</u>		
Aeronautical operations	Refer to tables for equipment required for each activity	
FBOs providing aircraft fueling and servicing	Refer to Airport Fueling Standards	
<u>INSURANCE:</u>		
Refer to Appendix A		

Table B - AIRCRAFT MAINTENANCE

An aircraft airframe, engine, and accessory maintenance and repair FBO shall provide one or a combination of airframe, engine, and accessory overhauls and repair services on aircraft up to and may include business jet aircraft and helicopters. This category shall include the sale of aircraft parts and accessories.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> ½ acre or 21,780 SF		
Hangar area	6,000 SF	For aircraft storage
Tie-down or apron parking	One (1) per 1,000 SF of hangar space	Outside storage
Building space	400 SF	For offices, public phone, and restrooms
	200 SF	Office storage room
Automobile parking	One (1) per 1,000 SF of hangar area, with landscaping as required by Ord. 348	For employees per shift and customer parking
Landscaping	Specific plans to be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and building
<u>CERTIFICATION:</u>		
Station	Authorized repair station and certified under FAR Part 145 or Holder of an FAA inspection authorization under FAR Part 43	
<u>PERSONNEL:</u>		
Staff	Sufficient qualified technicians to meet proposal.	
Certification & training	Proper certification and training	To comply with all applicable regulations
<u>HOURS OF OPERATION:</u>		
Services	5 days/week, 8 hrs/day	
	Services offered for emergency situations	One (1) hr response time during non-business hours
<u>EQUIPMENT:</u>		
Sufficient inventory and equipment available to perform maintenance and repairs to manufacturers' specifications.	Should include but is not limited to tug, tow bar, jacks, and dollies	Operator is encouraged to have the capability of aircraft removal from the airport's operational areas
<u>INSURANCE:</u>		
Refer to Appendix A		

Table C - RADIO AND AVIONICS REPAIR STATION & SALES

A radio and avionics repair station FBO engages in the business of and provides a shop for the repair of aircraft avionics, instruments and accessories for general aviation aircraft. This category also includes the sale of new or used aircraft avionics, instruments and accessories.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 150 SF		
Repair station	150 SF	
Automobile parking	One (1) space per 150 SF, with landscaping as required by Ord. 348	
<u>CERTIFICATION:</u>		
Station	Authorized repair station and certified under FAR Part 145	
<u>PERSONNEL:</u>		
Staff	One (1) FAA certified repairman	
Certification & training	Proper certification and training	To comply with all applicable regulations
<u>HOURS OF OPERATION:</u>		
Business Hours	Available for appointment for at least 40 hrs/week	
<u>EQUIPMENT:</u>		
Sufficient inventory and equipment available to perform maintenance and repairs to manufacturers' specifications.		
<u>INSURANCE:</u>		
Refer to Appendix A		

Table D - FLIGHT INSTRUCTION

A flight instruction FBO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 500 SF (not necessarily contiguous)		
Classroom space	200 SF or as appropriate to the size of student population	For classroom instruction
Office and lobby areas	300 SF	For phones, restrooms, and space for adequate customer service
Automobile parking	3 spaces per aircraft, 2 for each additional for a maximum of 10 spaces, with landscaping as required by Ord. 348	For students and employees
Other	Any additional space necessary to house all owned or leased aircraft	
<u>PERSONNEL:</u>		
Staff	One (1) certified flight instructor	To be available during normal hours of operation
	One (1) qualified ground school instructor	For classroom instruction
<u>HOURS OF OPERATION:</u>		
Business Hours	Available for appointment for at least 40 hrs/week	
<u>EQUIPMENT:</u>		
Aircraft	One (1) single-engine aircraft	Available for flight training
<u>INSURANCE:</u>		
Refer to Appendix A		

Table E - AIRCRAFT SALES AND LEASING

An aircraft sales and/or lease FBO engages in the sale and/or lease of aircraft to the public. New aircraft sales involve the sale of new aircraft through franchises or licensed dealerships (if required by local, county, or state authority) or distributorship (on either a retail or wholesale basis) of an aircraft manufacturer. Aircraft sales FBOs may also engage in the sale of used aircraft. This can be accomplished through various methods, including matching potential purchasers with an aircraft (brokering), assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers. A new aircraft sales and/or leasing FBO must show capability to support maintenance agreements for aircraft sold or leased. A used aircraft sales FBO may also provide such repair, services, and parts as may be necessary to support the operation of aircraft sold. Some requirements may not be appropriate to the sale of used aircraft because of each aircraft's unique operational history. An aircraft sales FBO may also finance aircraft purchases, subject to the applicable licensing requirements.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 150 SF		
Building space	150 SF	For offices, lobby area, public phone, and restrooms
Tie-down/Hangar space	Adequate number	Storage
Automobile parking	One (1) per employee One (1) per 500 SF of leased space With landscaping as required by Ord. 348	For employees per shift and customer parking
Landscaping	Specific plans to be determined during lease negotiations.	Landscaping required around vehicle parking, sidewalks, and buildings
<u>CERTIFICATION:</u>		
New aircraft	Dealers must possess sales and/or distribution franchise from a recognized aircraft manufacturer	
Aircraft available for sale and leasing	Aircraft must hold FAA registration and current airworthiness certificate	
<u>PERSONNEL:</u>		
Staff	One (1) commercial, qualified for aircraft type.	For demonstration of aircraft
<u>HOURS OF OPERATION:</u>		
Business Hours	Available for appointment at least 40 hrs/week	
<u>EQUIPMENT:</u>		
	Minimum equipment required shall be determined during lease negotiations.	
<u>INSURANCE:</u>		
Refer to Appendix A		

Table F - AIRCRAFT STORAGE

An aircraft storage FBO engages in the construction, rental, and maintenance of conventional hangars or multiple T-hangars.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> 1acre or 43,560 SF		
Storage area of the following or proportionate combination of:	<ol style="list-style-type: none"> 1. Minimum of ten (10) T-Hangars to max of fourteen (14) per acre, or 2. Apron tie-down space of a minimum of 15 aircraft per acre, or 3. Conventional hangar of 10,000 SF. 4. Box hangars - Plot Plan subject to EDA and BOS approval 	
Automobile parking	One (1) for every two (2) hangars, with landscaping as required by Ord. 348	Automobile parking separate from aircraft storage area
Landscaping	Specific plans to be determined during lease negotiations	Landscaping required around vehicle parking, sidewalks, and buildings
<u>PERSONNEL:</u>		
Staff	One (1) contact person	To be available during the normal work week (M-F, 8am-5pm)
<u>HOURS OF OPERATION:</u>		
Minimum via phone contact	5 days/week, 8 hrs/day	
<u>INSURANCE:</u>		
Refer to Appendix A		
<u>ADDITIONAL GUIDELINES:</u>		
The County and Full Service FBOs shall possess the right to provide and operate the public aircraft storage areas unless circumstances warrant otherwise. No business activities shall be operated from storage areas.		

Table G - AGRICULTURAL APPLICATION

An agricultural application FBO engages in air transportation for hire for the purpose of providing the use of aircraft for agricultural operations such as, but not limited to, crop dusting, seeding, spraying, and bird chasing.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
LOT SIZE: ½ acre or 21,780 SF		
Apron, tie-down area	6,000 SF	Storage
Building space	400 SF	For offices, lobby, public phone, and restrooms
Chemical storage	400 SF	
Automobile parking	Minimum of five (5) parking spaces, with landscaping as required by Ord. 348	For number of employees per shift and average number customers
Landscaping	Specific plans to be determined during lease negotiations	Required around vehicle parking, sidewalks, and buildings
<u>CERTIFICATION:</u>		
Permits and certificates	Must be submitted to Assistant County Executive Officer / EDA or Designee prior to operations.	
Renewals	Furnished to EDA Assistant County Executive Officer/EDA or Designee as received.	
Agricultural Application Operator	Procure and maintain FAR Part 137 Commercial Agricultural Operators Certificate.	
Hazardous Materials Management Permit	Possess Hazardous Materials Management Permit	County Ordinance No. 615
<u>PERSONNEL:</u>		
Staff	Minimum number to be determined during lease negotiations.	
Certification & training	Personnel must be knowledgeable about the safe handling of poisons and agricultural chemicals and the proper disposal of substances intended to be used in operations.	
<u>HOURS OF OPERATION:</u>		
Business Hours	Available for appointment for a minimum of 40 Hrs/week	Services offered 7 days/week
<u>EQUIPMENT:</u>		
To be determined during lease negotiations.		
<u>INSURANCE:</u>		
Refer to Appendix		

Table G - AGRICULTURAL APPLICATION (continued)

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
ADDITIONAL GUIDELINES: Storage and containment of Hazardous Materials		
	<p>a. Comply with California Regional Water Quality Control Board Resolution No. 79-38, dated March 14, 1979.</p> <p>b. Comply with County Ordinance No. 546, Division VIII-Fire Protection Requirement Buildings; and Division XIV-Fire Protection Requirements relating to storage of flammable or combustible liquids used as motor fuel.</p> <p>c. Comply with the 1982 Uniform Fire Code Article 80-Hazardous Materials (section 80.107, 80.108, 80.109, and 80.111); and Article 86-Pesticides storage (all sections).</p> <p>d. Comply with all hazardous waste regulations which can be found in Title 22 of the California Administrative Code and the California Health and Safety Code.</p> <p>e. Submit a waste management plan addressing the items mentioned below with an explicit clause stating that the applicant shall be held responsible for the safe and proper cleanup of any hazardous waste spills.</p> <p>f. Comply with Riverside County Ordinance No. 615 by completing the reporting form and obtaining a Hazardous Materials Management Permit.</p> <p>g. If hazardous wastes are treated and/or stored more than 90 days, or disposed or on-site, a hazardous waste facility must be obtained from the State Department of Health.</p> <p>h. If hazardous wastes are stored 90 days or less, storage area and containment shall meet the following:</p> <ol style="list-style-type: none"> 1. Tanks and/or containers shall be of sound construction and compatible with waste stored (Title 22, California Administrative Code, Sections 66508, 67242, and 67247). 2. Tanks and/or containers shall be designed, constructed, maintained, and operated to minimize the possibility of fire, explosion, or any unplanned sudden, or non-sudden release of hazardous waste or any constituents to the soil, air, or surface waste which could threaten human health or the environment (Title 22, California Administrative Code, Sections 67241, 67243, 67244, 67257, and 67259). 3. Storage of on-site hazardous waste containers shall be in a structure that will prevent the contamination of the environment with hazardous waste. Design of the structure shall be submitted to the Assistant County Executive Officer / EDA or Designee and Hazardous Material Division prior to construction. 4. If hazardous wastes or materials are to be stored underground, applicant must comply with County Ordinance No. 617 by completing the reporting form and obtaining the proper permits. 5. Underground tanks shall be of proper design and construction with approved monitoring systems. Records shall be maintained concerning operations, inspections, and monitoring pursuant to County Ordinance No. 617. 6. The applicant must take steps to minimize the quantity, toxicity, or other hazards of the waste generated. Such steps shall be submitted in writing to Assistant County Executive Officer / EDA or Designee. 7. The facility shall be in compliance with all statutes, regulations, and ordinances pertaining to the management of hazardous waste. 8. Operator must submit a Letter of Credit or Performance Bond covering any clean-up or fines imposed caused by the actions or the operator. 	

Table H - OTHER AERONAUTICAL ACTIVITIES

All aeronautical activities that were not included in previous sections are required to comply with these minimum standards. Activities include, but are not limited to, Air Tours, Air Charter, Banner Towing, Gliders, Ultra Lights, Parachuting, Airship Operations, and Ballooning.

<u>REQUIREMENT</u>	<u>MINIMUM STANDARD</u>	<u>PURPOSE / OTHER</u>
<u>LOT SIZE:</u> ½ acre or 21,780 SF		
Building space	400 SF	For offices, lobby area, and restrooms. Additional space may be required depending on the operation
Aircraft storage	To be determined during lease negotiations	Hangar or outside storage to accommodate the operational activities desired.
Automobile parking	Minimum of five (5) parking spaces or 810 SF, with landscaping as required by Ord. 348	For number of employees per shift and average number customers.
Landscaping	Specific plans to be determined during lease negotiations.	Required around vehicle parking, sidewalks, and buildings.
<u>CERTIFICATION:</u>		
As applicable for each activity	FAA, State, and local certification and licensing as applicable	For safe and efficient operation of airport and aeronautical activities
<u>PERSONNEL:</u>		
Staff	Sufficient number during normal hours of operation	
Certification & training	Properly trained and, if applicable, certified or licensed to perform the activities or a normal course of operation.	To comply with all applicable regulations
<u>HOURS OF OPERATION:</u>		
Services	To be determined during lease negotiations.	Minimum requirements would be: normal telephone contact five (5) days a week (M-F) eight (8) hours a day.
<u>EQUIPMENT:</u>		
	To be determined during lease negotiations depending on the type of activity proposed.	
<u>INSURANCE:</u>		
Refer to Appendix A		

**APPENDIX B
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
AVIATION DIVISION
FUELING STANDARDS**

- I Introduction.** The County of Riverside owns six general aviation airports, which are operated by the Riverside County Economic Development Agency's Aviation Division. An important function that occurs at these airports is the fueling of aircraft and the storage of aviation fuel. Due to the potentially hazardous nature of these activities, the potential for soil contamination as a result of these activities, and the need for uniformity in the provision of fuel, the Aviation Division has developed minimum standards for fueling, which are hereby incorporated in the County's Minimum Standards for Fixed Base Operators.
- II Definitions.**
- A. Commercial fueling: The fueling of aircraft by anyone other than the owner of the aircraft.
 - B. Self-fueling: The fueling of aircraft by the aircraft owner/operator.
 - C. Fuel Farm: Bulk fuel storage area.
 - D. Full Service Fixed Base Operator (FBO): Allowed under the FBO Minimum Standards to sell fuel and lubricants retail.
 - E. Through-the-Fence Operators: Aviation activities conducted from properties adjacent to County Airports. Through-the-Fence operations are only permitted in limited circumstances and require a special County permit as well as review by the Federal Aviation Administration.
- III Types of Fueling Permitted.** The operation and maintenance of a fuel farm and the provision of fuel to aircraft shall be permitted as follows:
- A. Commercial fueling. Commercial fueling may only be conducted by Full Service FBOs in accordance with these fueling standards and the County's Minimum Standards for Fixed Base Operators.
 - B. Self service. The owner of any aircraft may fuel their own aircraft subject to the standards contained herein, provided that there is no attempt to perform such services for others, without regard to whether a charge is assessed for said services.

IV Fueling Standards.

A. Storage of fuel. Fuel may only be stored in an approved and permitted fuel storage tank, subject to the following standards:

1. Minimum lot size: Fuel Farm, 1 acre; Aviation Division and County Fire Department approval required for private tank installations on leased parcels.
2. Setbacks: Will be determined in accordance with Riverside County Ordinances 787 and 546.15.
3. Tank Size: Min. 10,000 gallon for fuel farms for each type of fuel and 2,500 gallons for private storage tanks. Note: Below ground tanks also require approval from the County's Department of Environmental Health.
4. Insurance: Full Service FBOs must identify the insurance coverage for the fuel tanks, trucks, and dispensers in the insurance policies required in the County's lease agreement.

Private individuals with fuel tanks on their lease parcels for private use must have the fuel tank identified in their insurance policy and provide proof of coverage.

B. Fueling of aircraft. All aircraft fueling shall be performed by qualified personnel subject to the following standards:

1. Fuel Dispenser. Fuel may be dispensed from a licensed and permitted fuel truck or directly from a licensed and permitted fuel tank.
2. Self fueling of private aircraft will be allowed with a permit from the Aviation Division and inspection by the County Fire Department. At a minimum, self fuelers will be required to have one 20 "BC" rated fire extinguisher and a grounding mechanism (from the fuel tank to the aircraft) on-site.

C. Fuel deliveries may only be made to permitted sites and by permitted companies.

V Prohibited Activities.

1. No fueling will be allowed using gas cans.

2. An individual may only fuel their own personal aircraft.
3. All fueling activities must be permitted by the Aviation Division or have a Full Service FBO lease with the County of Riverside.
4. Only Full Service FBOs will be allowed to resell fuels and lubricants.
5. No aircraft may be fueled inside a hangar or enclosed space (Ord. No. 576).

VI Fuel Supplier License. All fuel companies that deliver fuel to Riverside County Airports shall adhere to the following:

1. Agree to copy the Aviation Division on all oil and fuel deliveries made to the airport.
2. Operate delivery vehicles according to airport rules and regulations.
3. Agree to report all overfills and spills of fuel to the Aviation Division, the County Fire Department, and the County's Department of Environmental Health immediately.
4. Obtain a no-fee Fuel Supplier License from the Aviation Division.

EXHIBIT D1
OFFER TO NEGOTIATE EXCLUSIVELY

County of Riverside
Economic Development Agency/ Aviation
3403 10th St., Suite 400
Riverside, CA 92501

ATTENTION: ASSISTANT DIRECTOR /EDA AVIATION DIVISION

Subject: Offer to Negotiate Exclusively

The undersigned (hereafter referred to as the “Lessee”) hereby submits to the County of Riverside (hereafter referred to as the “County”) an Offer to Negotiate Exclusively (hereafter referred to as the “Offer”) an agreement for the leasing of property at the County-owned Jacqueline Cochran Regional Airport; when addressed jointly, the Lessee and the County are hereafter referred to as the “Parties”. This Offer shall remain in full force and effect for a period as approved by the County and which allows time to negotiate the Agreement necessary to pursue the Project.

The Lessee makes this Offer upon the following terms and conditions:

1. The agreement shall include terms and conditions which are deemed as the County’s standard provisions including but not limited to the following: maintenance; insurance; liquidated damages; and rental/lease adjustments.
2. The Lessee has attached hereto a fully completed Proposal and related provisions.
3. Time is of the essence and the Lessee shall, upon acceptance of this Offer, proceed diligently and in good faith with respect to its obligations pursuant to this Offer.
4. Upon acceptance of this Offer, the Lessee shall forthwith designate an experienced full time employee who shall work diligently with representatives of the County to formulate agreements and prepare all documents related thereto.
5. The Lessee understands that it will be required to fully disclose to the County the methods of financing to be used to maintain the leasehold contemplated herein.
6. The County reserves the right at any time to request additional information and data from the Lessee, and the County further reserves the right to obtain additional information, data, and commitments to ascertain the extent of the Lessee’s capabilities with regard to designing, financing, constructing, and maintaining the proposed development.

7. The County shall not be liable for any real estate commissions or brokerage fees, which arise from this Offer.
8. The Lessee acknowledges that it is aware of the County's conflict of interest requirements, and agrees to comply with said requirements.
9. The Lessee acknowledges that it is responsible for all required approvals and permits from the County of Riverside.

Please indicate the acceptance of this Offer by executing in the space provided below; once executed, please return a copy to the Lessee.

LESSEE:

By: _____

Date: _____

Name and Title

By: _____

Name and Title

COUNTY:

By: _____

Date: _____

**EXHIBIT D2
GENERAL AUTHORIZATION**

Date: _____

Agency: Riverside County Economic Development Agency

Respondent(s): _____

Address: _____

Respondent's Social Security Number: _____

Telephone Number: (____) _____

Facsimile Number:(____) _____

The purpose of this form is to allow the Riverside County Economic Development Agency to request a release of certain Respondent-supplied financial information involved in processing the proposal. Having your permission to request these verifications and release this information, if necessary, will expedite the processing and evaluation of your proposal

TO WHOM IT MAY CONCERN:

_____ (Respondent's name) has submitted a proposal to the Riverside County Economic Development Agency for the purpose of leasing County-owned property at Jacqueline Cochran Regional Airport. As part of the screening process, the Economic Development Agency may need to consult with financial institutions regarding our banking/credit history and relationships. I authorize the financial institutions listed on the attached sheet to provide the Economic Development Agency with the information required, with the understanding that all information provided will be kept confidential to the extent permitted by law.

A copy of this release is also an acceptable authorization.

Signature Date

Printed Name

Financial References List
(Please Provide Three References)

1. _____
(Institution Name) (Contact Person)

(Street Address)

(City, State, Zip)

(Phone/Fax Numbers)

2. _____
(Institution Name) (Contact Person)

(Street Address)

(City, State, Zip)

(Phone/Fax Numbers)

3. _____
(Institution Name) (Contact Person)

(Street Address)

(City, State, Zip)

(Phone/Fax Numbers)

**EXHIBIT D3
RESPONDENT CERTIFICATION**

By signature below, I, _____ (print name here), as the official designated by the Respondent, _____ (print Respondent name here), hereby certify that:

- (1) The Respondent possesses the legal authority to submit a proposal and to execute any and all documents, agreements, etc., related to this application and the management of the facility;
- (2) The information, statements, and attachments contained in this application are, to the best of my knowledge and belief, true and correct; and
- (3) Should there be any change in the information submitted in the application; the County of Riverside shall be notified promptly.

By completing and submitting the proposal submittal, and by entering and submitting the proposal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the County, including all forms and attachments.

I authorize the Riverside County Economic Development Agency to contact any or all of the entities and individuals listed in this application, and to perform a credit check on the Respondent and Principals thereof.

Signature Date

Printed Name and Title

Exhibit D-4

NON-COLLUSION AFFIDAVIT

The undersigned, being first duly sworn, deposes and says that he or she holds the position listed below with the bidder, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Typed or Printed Name

Title

Bidder

1 Board of Supervisors

County of Riverside

2 RESOLUTION NO. 2008-362

3 ESTABLISHING FUEL FLOWAGE FEES AND REQUIREMENTS
4 FOR FUEL SELLERS AT COUNTY OWNED AIRPORTS

5 WHEREAS, the County has previously set fuel flowage fees for fuel sellers and self-
6 fuelers (who are also lessees or sub-lessees on the airport who meet certain minimum requirements), at
7 County owned airports as a percentage of the net delivered price, the current fee having been established
8 at five percent (5%) of the total net price paid by Lessee for all aviation and automotive fuel and
9 lubricants received on the Leased Premises by Lessee. The "total net price" shall mean the net price per
10 unit of such fuel and lubricants, excluding taxes imposed thereon by any governmental agency. Said
11 fuel flowage fees are due and payable within thirty (30) days of delivery. In some cases, these fuel
12 flowage fees are subject to a late fee of ten percent of the delinquent amount.

13 WHEREAS, as a result of the current surge in fuel prices and the resultant negative
14 economic impact on airport operations, as well as discussions with County Airport Lessees and fuel
15 sellers, and a review of fuel flowage fees charged by other southern California airport operators, the
16 County desires to change the method of calculating fuel flowage fees from a percentage basis to a fixed
17 price per gallon basis, effective July 1, 2008.

18 WHEREAS, the new fuel flowage fee will continue to provide the County with
19 reasonable revenue to support the maintenance and operation of the County airports, while providing
20 relief to the airport Lessee/fuel seller.

21 WHEREAS, the adoption of the new fuel flowage fee calculation will require that the
22 current leases and/or sub-leases for fuel sellers be amended to reflect the new fee at a subsequent date.

23 NOW, THEREFORE, BE IT RESOLVED that the fuel flowage fee at County owned
24 airports shall be calculated as follows:

- 25 1. The fuel flowage fee will be assessed at the rate of \$0.12 per gallon of fuel sold
26 effective July 1, 2008. Payments shall be due within thirty (30) days of the County's
27 invoice. A timely payment discount of \$0.02 per gallon shall be applied to payments
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received within twenty (20) days of the date of the invoice. A late fee of ten percent (10%) shall be assessed to all payments received after the due date (30 days of invoice).

2. Lessee/fuel seller's fuel systems must comply with the County Airport requirements and specifications. The systems must have a meter according to the County's specifications, which allow the County to monitor and record fuel sales on a monthly basis. Lessee/fuel seller shall, at its own expense, be responsible for obtaining and installing the meter. The meter or metering device must be certified on an annual basis by the Riverside County Agricultural Department, Weights and Measures Division, or other service designated by the County. Such annual certification shall be at the expense of lessee.

3. The County shall take readings from the meters of all fuel systems during the first week of each month. The County shall issue an invoice to Lessee based upon the number of gallons of fuel sold during the previous monthly period. The County reserves the right to audit records of Lessee's fuel sales and receipts. Lessee shall make all such records available for inspection upon three (5) days notice from County to Lessee.

4. Lessees shall have the option to continue to pay fuel flowage fees at the former rate of 5% per gallon for the duration of the current lease or sublease.

5. Fuel sellers, prior to being subject to the new fuel flowage fee calculation, shall be required to enter into amendments of their current leases and/or subleases to reflect the provisions of this resolution.

6. Lessees must at all times comply with applicable local, state and federal laws and regulations, including applicable airport regulations established pursuant to Riverside County Ordinance No. 576.2.

7. The County reserves the right to review this Resolution from time to time, and by Resolution, make any and all such revisions as it deems necessary and appropriate.

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 7/18/06
DATE