

**REQUEST FOR QUALIFICATIONS (RFQ)**  
Kingman Municipal Airport Master Developer

CITY OF KINGMAN

Issue date: MARCH 6, 2024

<b>RFQ INFORMATION (Dates are Subject to Change)</b>	
<b>SOLICITATION NO.:</b> <b>IGM 2024-001-RFQ</b>	
Contact:	Doug Breckenridge, Airport General Manager
Email Address:	<a href="mailto:dbreckenridge@cityofkingman.gov">dbreckenridge@cityofkingman.gov</a>
Phone:	928-565-1420
Pre-Submittal Meeting	Date: March 21, 2024: 10:00 AM (Arizona Time)*. Meeting will take place at the Kingman Municipal Airport Conference Room located at 7000 Flightline Drive, Kingman Arizona 86401. All participants must register via email no later than March 18, 2024 to: <a href="mailto:dbreckenridge@cityofkingman.gov">dbreckenridge@cityofkingman.gov</a>
RFQ Submittal Mailing/Delivery Address	310 N. 4 <sup>th</sup> Street Kingman, Arizona 86401
Due Date for Questions and Clarifications	March 25, 2024: 12:00 PM (Arizona Time)*
RFQ Submittal Due Date:	April 11, 2024: 2:00 PM (Arizona Time)*
Interviews (if conducted)	Week of April 22nd, 2024
Estimated RFP Issue Date	Week of June 3, 2024

\*Please note Arizona does not observe daylight savings time.

**City Clerk's Offices are closed on Fridays, Saturdays, and Sundays therefore, submittals will not be accepted on these days.**

Additional Information:

- Statements of Qualifications (SOQ) must be submitted in a sealed envelope.
- SOQs must have the solicitation number clearly indicated on the envelope/box.
- SOQs must have the Offerors name and address clearly indicated on the envelope/box.
- Receipts are available upon request.
- Late submittals will not be considered.
- City of Kingman may cancel this solicitation at any time for any reason, so long as such is legally permissible.

Responses to questions received will be issued in an addendum to the Request for Qualifications and posted at <https://www.cityofkingman.gov/government/advanced-components/list-detail-pages/rfp-posts-list>. Offerors are responsible for checking the website for any addenda that may be created for this solicitation.

**Request for Qualifications**  
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## **Public Record Notice**

All responses submitted in response to this solicitation and all evaluation related records shall become property of City and shall become a matter of public record for review, subsequent to publication by the City Clerk of the proposed award in the agenda for the City Council Meeting or award by the appropriate approving authority or otherwise provided by law.

**REQUEST FOR QUALIFICATIONS  
SOLICITATION # I G M 2024-001-  
RFQ  
Kingman Municipal Airport Master Developer**

**SUBMITTAL COVER SHEET**

**Name of Offeror:** \_\_\_\_\_

**EIN#:** \_\_\_\_\_

**UEI#:** \_\_\_\_\_

**Principal Address:** \_\_\_\_\_

\_\_\_\_\_

**Primary Point of Contact:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_

The undersigned hereby affirms that:

- The undersigned is a duly authorized agent of the Offeror.
- The undersigned has read and understands all terms, conditions and commitments contained within the RFQ and any addenda issued and fully understands and accepts these terms by submission of an offer.
- The submission is being offered independently of any other Offeror and did not involve collusion or other anti-competitive practices.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## Section One - Offeror Information and Instructions

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### A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available via the Internet at <https://www.cityofkingman.gov/government/advanced-components/list-detail-pages/rfp-posts-list>.
2. **Addenda.** If the City deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted to the City's website. Offerors are responsible for obtaining all Addenda via the City's website at <https://www.cityofkingman.gov/government/advanced-components/list-detail-pages/rfp-posts-list> or by other means. Any Addenda issued by the City will become a part of the RFQ. Offeror shall acknowledge receipt of each Addendum by completing Attachment C and returning the document, as part of the Offeror's submittal under this RFQ.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement or contract terms that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time. All submissions must comply with applicable City rules, regulations and policies.
4. **Cost of Submittal Preparation.** The City shall not reimburse the cost of, nor pay any expenses related thereto, developing, presenting or providing any response to this solicitation. Bids, proposals and/or statements of qualifications submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
5. **Inquiries.**
  - a. **Contact Person.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other City employee unless the solicitation specifically identifies additional person(s) as a contact.
  - b. **Submission of Inquiries.** All inquiries shall be submitted in writing and/or electronic mail and shall refer to the appropriate solicitation number, page and paragraph. The City shall consider the relevancy of the inquiry but is not required to respond in writing. All questions must be submitted by the date and time specified in this RFQ for the City to consider its relevancy.
  - c. **Oral Responses.** Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on oral responses to inquiries. An oral reply to an inquiry does not constitute a modification of the solicitation.

6. **Solicitation Results.** Results are not provided in response to telephone inquiries. A tabulation of responses received will remain on file at the City and available for review after a contract is awarded.
7. **Debarment/Suspended.** By submitting a Statement of Qualifications, Offeror certifies that neither it, its subcontractors, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.
8. **Protest.** Only Offerors in the solicitation may file protests. A protest must be in writing and filed with the Purchasing Officer within seven days of the date of a (i) notice of intent to award a contract, (ii) notice of apparent low bidder, (iii) notice of short list and rankings, as applicable, or (iv) notice of final decision of debarment. The protest shall include (i) the name, address and telephone number of the protester, (ii) a detailed statement of the legal and factual grounds for the protest, including copies of relevant documents, (iii) a description of the resulting harm to the protester, (iv) the relief requested, and (v) the signature of the authorized representative of the protester.
9. **Special Provisions.** Wherever special provisions are written into the Special Provisions and Specifications (Section Two), which are in conflict with conditions stated in these Information and Instructions to Offerors, the provisions stated in the Special Provisions and Specifications, shall take precedence.
10. **Title VI Solicitation Notice.** The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit statements of qualifications in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
11. **Conduct.** All submissions and Offeror conduct must comply with applicable City policies, rules and procedures. Direct contact with City Council Members and/or City representatives or staff other than as specified in this solicitation, on any subject related to this solicitation is expressly prohibited except with the prior knowledge and written permission of the procurement coordinator listed above. Unauthorized contact of any City Council Members and/or City staff or representatives may be cause for rejection of SOQs.

## **B. SOQ PREPARATION AND SUBMITTAL**

1. **SOQ Preparation.**
  - a. Forms. All SOQs shall include the required forms provided in this solicitation. It is permissible to copy these forms if required.
  - b. No Facsimile or Electronic Mail Responses. SOQs may not be submitted via facsimile or electronically. Facsimiles or other electronic mail SOQs shall not be considered.
  - c. Right of Nondisclosure. Confidential information furnished by a bidder, offeror or respondent shall not be disclosed by the City outside of the department, or using agency, without prior written consent by the bidder, offeror or respondent.

2. **SOQ Submittal.**

- a. Submission Package. One (1) original SOQ, five (5) copies of their SOQs for a total of six (6), and in addition, Offerors shall provide one (1) complete electronic copy of the SOQ and all attachments on a flash drive (see Section Two) should be contained in each submission package. Each submittal package/envelope should be firmly sealed and clearly marked on the outside with the solicitation number, “Statement of Qualification” and the name and address of the Offeror.
- b. Late Submittals. Late submittals will be rejected and returned to the Offeror.
- c. No Modifications. Modifications are not permitted after SOQs have been opened except as otherwise provided under applicable law, such as a specific request by the City for a requested Best and Final Offer (BAFO). All modifications shall be made in writing and executed and submitted in the same form and manner as the original SOQ.
- d. Withdrawal of SOQ. SOQ submittals may be withdrawn at any time prior to the specified due date and time. An Offeror (or authorized representative) may withdraw the response by notifying the designated contact for this solicitation in writing on company letterhead. Facsimiles or other electronic format withdrawals shall not be considered.

3. **SOQ Evaluation.**

- a. Conformance to RFQ. Each SOQ received will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ and to ensure that the submittal is fully responsive to the specifications listed.
- b. Disqualification. An Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will have its response rejected.
- c. Clarifications. The City reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror’s response. Clarification means ~~a~~ communication with an Offeror for the sole purpose of eliminating ambiguities in the SOQ and does not give Offeror an opportunity to revise or modify its submittal.
- d. Response Rejection. Submission of additional terms, conditions and/or agreements with the SOQ response may result in rejection.

4. **Award of Contract.**

- a. Rights of the City. The City reserves the right to award to whichever Offeror(s) deemed most advantageous to the City. The City may reject any or all submittals, waive any minor informality or irregularity in submittals received, reject any alternate submittals and reserves the right to reject the submittal(s) of any Offeror who has previously failed to perform competently in any contract with the City.
- b. Selection. The contract shall be awarded using the criteria outlined in Section Two.

## Section Two – Special Provisions and Specifications

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### A. PROJECT DESCRIPTION

The City is issuing an RFQ to solicit competitive SOQs from development firms or a group of firms that have assembled themselves into a master development team with expertise in aviation developments located on public-use airports. This RFQ is part one of a two-part process. Successful Offeror(s) under this RFQ will be invited to participate in a subsequent Request for Proposals (Future RFP) process through which the City is seeking to create a public-private partnership that will maximize long-term revenues for both parties and generate economic benefit to the City through the development of approximately 339 vacant acres of aeronautical land located at the Kingman Municipal Airport.

The ideal team(s) selected to participate in the Future RFP will have significant experience in the development of large-scale aeronautical commercial development, including site planning, design, mix of building types and tenants, market analysis, marketing, deal structuring, public involvement, construction management, and real estate finance. Also, the ideal team(s) will have experience developing aeronautical property at an airport and demonstrate a general understanding of applicable Federal Aviation Administration (FAA) guidelines and regulations, including, but not limited to: grant assurances, aircraft noise, airport height restrictions, and safety and security issues.

### B. CITY OF KINGMAN OVERVIEW

Nestled in the heart of Northwestern Arizona, Kingman is a vibrant and growing city that is rich in history and ripe with opportunity. With a rich history dating back to the Western railway extension of the 1880s, the Transcontinental Air Transport system of 1929 and later the completion of Route 66, Kingman boasts a unique blend of small-town charm and modern amenities. The community is defined by the stunning natural beauty of the Hualapai Mountains, and the Grand Canyon's western rim just a stone's throw away. Kingman's historic downtown district, lively arts scene, and friendly residents create a warm and inviting atmosphere for residents and visitors alike.

Kingman boasts superior transportation access, with the intersecting routes of I-40 and Highway 93 which is planned to be designated as I-11, providing easy travel across the Southwest. Just a short drive from Kingman is the Grand Canyon, Hualapai Mountain Park, Lake Mead National Recreation Area and just over the Hoover Dam is Las Vegas, only 90 minutes away. The city's economy is growing, with a thriving tourism sector, manufacturing, healthcare, and other sectors.

### C. AIRPORT OVERVIEW

The Airport is a public-use general aviation airport located on approximately 2,989 acres in northwestern Arizona within Mohave County. The southern boundary of the Airport runs along the City of Kingman limits. The Airport is accessible by Mohave Airport Drive via State Route 66 (SR 66), also called Andy Devine Avenue (within City of Kingman limits), to the northwest. An industrial park totaling approximately 1,100 acres is located to the northwest of the Airport. A short line provider Kingman Terminal Railroad operates over three miles of track at the Kingman Industrial Park and serves the interchanges with Class I carrier BNSF. Currently, 14% of Park tenants take advantage of rail monthly.

The Airport is owned, operated, and maintained by the City. The Airport is classified within the current (2023-2027) National Plan of Integrated Airport Systems (NPIAS) as a general aviation airport.



According to the current (2021) Airport Master Plan, the Airport has two intersecting runways. Runway 03/21 is 6,827 feet in length and 150 feet in width; Runway 17/35, the Airport's crosswind runway, is 6,725 feet in length and 75 feet in width. The Airport has 92 based aircraft and approximately 28,478 operations per year.

The U.S. Army constructed what is now Kingman Municipal Airport in 1941 to support World War II efforts. During the War, the Airport then referred to as Kingman Army Airfield, was used as a gunnery school. In 1949, the Kingman Army Airfield became the property of Mohave County through the Surplus Property Act of 1944, which permitted surplus military airfields to be acquired by local governments. In 1988, ownership of the Airport and all obligations originally stipulated in the 1949 Instrument of Transfer were transferred to the City, which presently serves as the Airport Sponsor.

**D. POTENTIAL SCOPE OF WORK FOR FUTURE RFP**

This RFQ is part one of a two-part process. With respect to the Property subject to this RFQ, the successful Offeror(s) will be invited to participate in a Future RFP for the development of the Property, anticipated to be issued on or about the week of June 3, 2024. The objective of this RFQ is to identify a maximum of five (5) Offeror(s) who are qualified to perform the work to be solicited under the Future RFP, as described below, as it may be modified in the Future RFP documents. Successful Offeror(s) under this RFQ will be the only companies invited to participate in the Future RFP.

Successful Offeror(s) under the Future RFP may be required to perform, through its own personnel or personnel of pre-approved sub-contractors, services including, but not limited to such analytical, pre-development and development services, as are described herein. Additionally, the successful offeror is expected to recruit Property tenants/users as well as facilitate such opportunity through a pre-negotiated commitment to invest in the Property development upon such terms and conditions as will be established following selection of the prospective successful offeror and negotiation of the applicable contractual provisions.

The successful Offeror(s) under the Future RFP may be engaged to perform the following roles and tasks together with such other tasks and responsibilities as are necessarily implied in the foregoing and such additional tasks and responsibilities as the parties may agree upon in the negotiation of the final Master Development Agreement:

**Pre-development and Development Support Professional Services**

1. Assist the City in creating optimal development, vision and strategies for the Property to ensure greatest marketability, optimum return, and maximum overall community impact.
2. Provide development ideas/opportunities for the Property while conforming to the City's policies, procedures, Airport Master Plan, Mohave County zoning ordinances, City of Kingman Sewer, Water, and Transportation master plans. (There are no preconceived notions as to the structures or uses that could be proposed, and offerors are encouraged to provide creative options to stimulate economic growth opportunities and job creation. Offeror must have the capacity to provide detailed sources and uses of funds analysis, reflecting current and projected market conditions, for both specific projects and the overall development, if applicable.)
3. Provide due diligence through performing testing surveys, planning & entitlement processes, and restriction evaluations.
4. Assist the City in advertising and marketing the development of select Airport land parcels, including evaluation and recommendation of all applicable covenants, restrictions, and compatibility requirements, if any.

5. Complete a site feasibility assessment and define an appropriate site and infrastructure plan and development plan for leasing the Property. Specifically, the feasibility assessment will include:
  - a. Review of Airport Master Plan, Airport Layout Plan (ALP), and zoning relevant to redevelopment of the Property.
  - b. Competitive assessment to identify specific uses for property within the Property.
  - c. Specific site uses to be studied include:
    - i. Hangars (Commercial, Corporate, etc.)
    - ii. Ramps/Taxiway/Ground Hardening
    - iii. Other Aeronautical Facilities as Defined by the FAA (Fixed Base Operations, Cargo, etc.)
    - iv. Warehouse/Distribution/Logistics that comply with FAA land use rules.
  - d. Evaluate existing easements, right of ways and current and planned infrastructure.
6. Consult and coordinate with a qualified civil engineer to create a site plan, infrastructure plan (to include utilities and roadways and drainage) and potentially a subdivision/plat plan for efficient land development purposes.
7. Investigate any rezoning and ALP revision initiatives as contemplated by the site plan and pursue any and all property entitlements which may be required.
8. Investigate the availability of public incentives to assist in the development of the Property.
9. Assist the City with preparation of various real estate documents as may be required or desired to give effect to the Property development plan including revisions and/or updates to the ALP and/or Airport Master Plan.
10. Assist with the representation of the City in connection with presentations made to the City member governmental bodies as well as to the other entities if requested.
11. Coordinate with adjacent lessors on development planning and represent the City's interests in local and regional planning initiatives.

### **Real Estate Development Actions**

Pursuant to such master plans and development plans as are approved by the City and the FAA, the successful Offeror(s) under the Future RFP may be engaged to perform tasks including, but not limited to the following:

1. Coordinate and manage all construction and site improvements in compliance with the City's policies and procedures as well as all applicable laws, including FAA regulations.
2. Develop an overall leasing strategy to implement the development plan for the Property.
3. Engage and hire an architect and other design professionals to complete the schematic drawings for development within the Property.
4. Develop project budgets and pro forma financials for development within the Property.
5. Provide evidence reasonably satisfactory to the City of the availability of adequate financing for the construction of the development, or such portion thereof as shall be acceptable to the City as the

initial development objective.

6. Identify and interview prospective tenants for the Property.
7. Reach an agreement regarding (1) the financial terms (e.g., the term, the base ground rent and any escalations) of the ground leases for the development, and (2) the financial terms of the facilities leases (e.g., the term and the base rent and any escalations, operating expenses, insurance and taxes, and tenant allowance, if any), which ground lease financial terms and facilities lease financial terms shall be based on the approved financial parameters for development within the Property.
8. Explore available state and local programs for potential tax credits and other subsidies, including the negotiation of an agreement with the appropriate parties to obtain certain tax incentives, subsidies and investments, to support development and the other improvements to be located within the Property and complete and submit the necessary applications therefor.
9. Prepare executive summaries of development transactions.
10. Coordinate legal, appraisal, survey, and title work; including the City in preparation of draft document packages as required for transactions involving development.
11. Be responsible for leasing, construction and site improvements within the Property.
12. Be responsible for coordinating and managing any subcontractors involved in tasks performed related to development.
13. Provide monthly reports on the status of its assignments, including project timelines and action plans.

**E. SUBMITTAL REQUIREMENTS**

Companies interested in responding to this solicitation should submit an SOQ organized in such a way as to follow the general criteria listed below. Information included within the SOQ may be used to evaluate your company as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

Please submit only the Submittal Section. Do not submit a copy of the entire solicitation document. Offeror is to Submit the Following:

**Tab A – Table of Contents (with page numbers)**

**Tab B - General Information (maximum of one page)**

1. Cover Letter identifying the full company name, and a brief introduction of the company as it relates to the Potential Scope of Work under the Future RFP.

## **Tab C - Offeror Organization**

### Section 1: Company Information and Experience

1. Provide the below information for each entity included as a proposed primary contracting entity (including each prospective member of a joint venture):
  - a. Legal Name of Company
  - b. Doing Business under Other Company Name? If Yes, Name of Company
  - c. Headquarters Address
  - d. City, State, Zip Code
  - e. Web Site Address
  - f. Number of Years in Business
  - g. Total Number of Employees
  - h. List of applicable Arizona or national licenses
  - i. Names and titles of senior management, including the proposed project manager
2. Describe its “typical” real estate investment philosophy.
3. Describe how the company would collaborate with local constituencies to ensure a satisfactory outcome for all parties involved.
4. Describe any sanctions, adverse hearings, or proceedings by governmental or professional organizations against themselves or any proposed team members within the last ten (10) years. For all incidents, Offerors will provide the current status and details on any resolutions.
5. Provide a description of their proposed team, listing and describing the types of professionals as well as their education, licensing, and background. Respondents will describe their team’s experience across the Southwest generally and Arizona specifically.
6. Describe their experience in working with or coordinating efforts with others in similar projects.
7. Provide an organizational chart with the names and titles of the proposed team members.
8. Provide the total amount of building square footage delivered, by product type (Industrial, Office, Retail), for the prior three (3) full calendar years.

### Section 2: Subcontracting Entities

List any subcontractors that are proposed to be used in providing the required services identified in the Potential Scope of Work under the Future RFP. The subcontractor’s responsibilities under the proposal, the subcontractor’s form of organization, the name and title of the subcontractor’s proposed project manager, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. The listing shall include a statement of all relevant qualifications, experience, business acumen, industry position, and resources of the proposed subcontractor which will be utilized in this effort.

### **Tab D - Specific Experiences, Successes, and References**

Describe all relevant experiences, successes, failures and references which the Offeror wishes to have the City consider in the evaluation of the submission. At a minimum, the Offeror should complete the following questionnaire for at least three (3) reference projects. For each reference project, identify the proposed team members that provided services which are the same or similar to those services that are anticipated to be requested in the Future RFP, along with a description of each team member's role on those projects. The more similar the referenced services are to those requested in this RFQ the greater weight will be attached to the references in the evaluation process.

1. Identify the specific responding company that provided the services
2. Identify the proposed team members who provided services and the role they played in the project
3. Client Name
4. Address
5. City, State, Zip Code
6. Project Manager
7. Telephone Number
8. E-Mail
9. Number of Employees in Client Organization
10. Project Scope of Services/Goals
11. Contract Award
12. Completion Date
13. Initial Contract Amount
14. Final Contract Amount
15. Describe how the client's goals were met and describe the development projects
16. Discuss significant obstacles to completing the developments, and how these obstacles were overcome
17. Is the client still utilizing your Company for Development Services?
18. What was the cost/financing structure of the contract?

### **Tab E - Experience, Qualifications and Industry Acumen of the Proposed Team Members**

Highlight the experiences, qualifications and industry acumen of its team on similar assignments. It should do so by responding to the following points with reference to the projects listed in Tab D and with reference to any other activities which Offeror believes are relevant to its evaluation by the City:

1. Describe their approach and methods for identifying, marketing, leasing, and developing properties to achieve the highest possible return to the owner
2. Provide timelines for the development process, along with key milestones, and task dependencies
3. Identify key industry relationships which have been developed in similar projects or related circumstances
4. Provide a detailed description and/or examples of their approach to complex or difficult developments and include descriptions of any innovative techniques that have been successfully utilized to maximize value to the owner

5. Provide any other information which it believes is relevant to the evaluation of its submission in accordance with the submittal instructions.

**Tab F - Demonstrated Understanding and Approach to Project**

1. Describe its general approach to the Potential Scope of Work under the Future RFP, including any innovative ideas proposed or used on prior efforts.
2. Describe its understanding of the local environment and local factors relevant to the prospective success of the project including but not limited to local market conditions, local business conditions, local business resources, and typical local real estate development practices, with the focus on using such understanding to facilitate the timely and efficient development of the Property.

**Tab G – Market Condition Responsiveness**

1. Describe its flexibility to respond rapidly and efficiently expand or contract its team and prospective approach, costs and resources to respond to opportunities and/or other changing circumstances. Of particular interest will be the team members' demonstrated experience in working with or coordinating efforts with governmental entities and the entity's other third-party advisors.

**Tab H - Financial Acumen and Resources**

1. Describe the ability of the team to develop, communicate and implement a realistic plan for the financial approach to the development of the Property including the ability to deliver financial resources and sources. The Offeror should emphasize financial development undertaken at a similar scale or under similar circumstances.
2. Describe their team's analytical and financial analysis capabilities, including proficiency in real estate valuation and marketing.
3. Describe Annual Sales and Revenue for the prior 3 full fiscal years.
4. Describe its financial capability to serve as a master developer and deliver on the services outlined in the Potential Scope of Work for the Future RFP. Offeror should describe the "typical" sources of capital and the manner in which Offeror raises capital for projects. Offeror should describe any of its competitive advantages relative to capital sourcing

**Tab I - Resumes (maximum of two pages each)**

1. Provide professional resumes for each team member

**Tab J - Signed Attachments**

1. Attachment A, Standard Certifications
2. Attachment B, Authorization for Release of Performance Information and Waiver
3. Attachment C, Addenda Acknowledgement (if applicable)

**F. EVALUATION CRITERIA**

The City will evaluate the responses on the basis of the quality of the submissions considering the responding company’s team as a whole, and, with respect to joint submittals, considering the organizational structure of a proposed joint venture and the experiences of the members of the venture in working together in other circumstances. Each submission will be evaluated on the following criteria:

Points	Category
10	Offeror Organization
50	Experiences, Industry Acumen and Proposed Team Members
15	Project Understanding and Approach
5	Market Condition Responsiveness
15	Financial Acumen and Resources
5	References
100	Total Score

**G. SUBMITTAL INSTRUCTIONS**

1. Offerors must submit one (1) original and five (5) copies of their SOQs for a total of six (6). In addition, Offerors shall provide one (1) complete electronic copy of the SOQ and all attachments on a flash drive.
2. The SOQ may not exceed twenty-five (25) single-sided pages with a minimum of eleven (11) point type. Submissions exceeding the page limit may be considered non-responsive and may be returned to the responder without further evaluation. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.

The following information is not included in the page limit:

1. Submittal Cover Sheet
  2. Tabs
  3. Table of Contents
  4. General Information
  5. Attachment A, Standard Certifications
  6. Attachment B, Authorization for Release of Performance Information and Waiver
  7. Attachment C, Addenda Acknowledgement
  8. Resumes for each key team member, maximum of 2 pages each
3. Offeror must organize their SOQs into the sections listed in Section Two, Subsection E, Submittal Requirements. Each section should be delineated by a divider with a tab labeled appropriately, and each subsection should have a tab. SOQs should be sturdily bound by plastic or metal three-ring binder only. All sheets should be letter size (8½”×11”) and must have a page number.
  4. Failure to include all information requested may cause such incomplete SOQs to be rejected and not be evaluated or considered in the selection process.
  5. SOQs must be submitted in a sealed envelope with the solicitation number and the Offeror’s name and address clearly indicated on the envelope. SOQs must be received by or before the date listed in the RFQ by Time PM MST (Arizona time) at the following address:

ATTN: City Clerk  
City of Kingman  
310 N. 4<sup>th</sup> Street  
Kingman, Arizona 86401

**6. LATE SOQs WILL NOT BE ACCEPTED.**

**H. SELECTION PROCESS**

1. The City will appoint an evaluation panel to evaluate each Offeror’s qualifications. Using the criteria and weighting listed herein, the evaluation panel will rank the Offerors in order of highest to lowest score.
2. The City may contact and interview references provided by each Offeror. If contacted, references will be scored under the References category in the Evaluation Criteria.
3. The evaluation panel may, at its sole discretion, select the highest ranked Offerors solely based on the evaluation panel’s scoring of the Offerors’ SOQs and references without interviews or additional submissions to be invited to participate in the Future RFP.
4. Alternatively, the evaluation panel may, at its sole discretion, create a short list of the top-ranked Offerors and thereafter conduct interviews regarding the project with the short-listed top-ranked Offerors. If interviews are conducted, the evaluation panel will re-score the short-listed Offerors according to the Evaluation Criteria and re-rank the short-listed Offerors in order of highest to lowest score and determine those Offerors to be invited to participate in the Future RFP.



5. Offerors may be evaluated in accordance with the Evaluation Criteria using information obtained by any combination of the following: 1) SOQs submitted in response to this RFQ; 2) reference verification; 3) interview performance (if conducted); and 4) any information from any source about the Offeror, whether included in the SOQ or not.
6. A notification will be posted on the Airport or City Clerk website following a selection determination.

## Section Three – Standard Terms and Conditions

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1. **Certification.** Offeror certifies:
  - a. The award of this Contract did not involve collusion or other anti-competitive practices.
  - b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
  - c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Offeror hereby certifies that the individual signing this Contract is an authorized agent for Offeror and has the authority to bind the Offeror to the Contract.
2. **Conflict or Dispute Resolution.** In the event of a conflict or dispute as to the performance, interpretation or implementation of this Agreement, either party shall have the right to submit the conflict or dispute to mediation in accordance with the rules of American Arbitration Association then in effect. Any disputes arising from this Agreement in any way and involving an amount of less than \$50,000 shall be settled by arbitration.
3. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venture, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Offeror nor any of its employees are entitled to compensation from City of Kingman in the form of salaries, paid vacation, or sick days. City of Kingman will not provide any insurance to Offeror, including *Workers' Compensation* coverage. City of Kingman will not withhold FICA, taxes, or any similar deductions from City of Kingman's payments under this Contract.
4. **Affirmative Action.** Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the workplace.
5. **Human Relations.** Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable City of Kingman contracts.
6. **Non-Exclusive Contract.** This Contract is for the sole convenience of City of Kingman. City of Kingman reserves the right in its discretion to obtain the same or similar goods or services from any other source.
7. **Americans with Disabilities Act.** Offeror shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.
8. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to City of Kingman for the purpose of assuring that no information contained in its records or obtained from City of Kingman or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to City of Kingman. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by City of Kingman.
9. **Gratuities.** City of Kingman may, by written notice to the Offeror, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Offeror or any agent or representative of Offeror, to any officer or employee of City of Kingman involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by City of Kingman under this provision, City of Kingman shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.
10. **Applicable Law.** This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in Mohave County Superior Court or the Arizona District Federal Court.
11. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which

may remain in effect without the valid provision, or application.

12. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all City of Kingman property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages City of Kingman's property in any way, Offeror shall immediately repair or replace the damage at no cost to City of Kingman, as directed by the City of Kingman City Manager or his/her representative. If Offeror fails or refuses to repair or replace the damage, then City of Kingman may terminate the Contract, and City of Kingman shall deduct the repair or replacement cost from money due Offeror under the Contract.
13. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
14. **Subcontracts.** Offeror shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of City of Kingman. City of Kingman may, at its sole discretion, accept or reject proposed subcontractors or assignment. City of Kingman shall notify Offeror of its acceptance or rejection within forty-five (45) days of written request by Offeror. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract as if the subcontractor were the Offeror referred to herein. Offeror is responsible for Contract performance whether subcontractors are used.
15. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Offeror's services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.
16. **Indemnification.** To the fullest extent permitted by law, Offeror shall defend, save, indemnify, and hold harmless City of Kingman, its agents, representatives, officers, directors, officials, and employees (collectively the "Indemnitees"), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Offeror's acts, errors, omissions, or mistakes relating to Offeror's services under this Contract.
17. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
18. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without the prior written consent of City of Kingman.
19. **Right to Inspect.** City of Kingman may, at reasonable times, and at City of Kingman's expense, inspect the place of Offeror's or any of Offeror's subcontractor's business, which is related to the performance of this Contract or related subcontract.
20. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party ("Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God ("Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Offeror to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather

conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years' climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

21. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of City of Kingman and shall not be used or released by Offeror or any other person except with prior written permission by City of Kingman.
22. **Licenses.** Offeror shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Offeror as applicable to this Contract.
23. **Subsequent Employment.** City of Kingman may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of City of Kingman is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from City of Kingman, unless the notice specifies a later time.
24. **Clean Up.** Offeror shall at all times keep Contract performance areas, including storage areas used by the Offeror, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not the property of the City of Kingman.  
  
Upon completion of any repair, Offeror shall leave the work and premises in clean, neat, and workmanlike condition.
25. **Patents.** Offeror shall defend, indemnify, and hold harmless City of Kingman, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by City of Kingman, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to City of Kingman by Offeror under this Contract.
26. **Records and Audit Rights.** Offeror's and all of its approved subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Offeror and subcontractor employees that work on the Contract (all the foregoing collectively referred to as "Records"), must be open to inspection and subject to audit and/or reproduction during normal working hours by City of Kingman. City of Kingman is entitled to evaluate and verify all invoices, payments or claims based on Offeror's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Offeror and its subcontractors hereby waive the right to keep such Records confidential. City of Kingman is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by City of Kingman to Offeror under the Contract. During normal working hours, City of Kingman is entitled to access to all necessary Offeror and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. City of Kingman shall give Offeror or subcontractors reasonable advance notice of intended audits. Offeror shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.
27. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Offeror and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Offeror's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by City of Kingman. City of Kingman shall have the right to inspect the papers of Offeror's and any of Offeror's subcontractor's employee who works on this Contract to ensure the Offeror

is complying with this paragraph.

28. **Availability of Project Funding.** This Contract's approval and continuation is conditioned on the availability of funds appropriated by City of Kingman for this purpose. If funds are not available or appropriated for the Contract's requirements, City of Kingman may terminate the Contract.

**Attachment A**  
Standard Certifications

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**Complete Attachment A by checking the applicable box(s) and/or providing responses. Failure to complete this Attachment A in its entirety and submit with Offeror's SOQs will result in Offeror's submittal being deemed nonresponsive and not evaluated.**

**If Offeror cannot affirmatively certify to statement number 1 below, Offeror's submittal will be rejected and will not be evaluated.**

1. Offeror hereby  certifies  does not certify  
That this engagement, if selected, will not result in a conflict of interest.

**If Offeror cannot affirmatively certify to statement number 2 below, City of Kingman will consider Offeror's written response to determine if it's submittal will be accepted and be evaluated.**

2. Offeror hereby  certifies  does not certify  
That it has no known business or financial relationships between Offeror or Offeror's company and members of the City of Kingman's City Council.

If Offeror does have known business or financial relationships, please list them below:

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By signature below, Offeror certifies that the information in this Attachment is true, and accurate.

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Signature

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Date

---

Printed Name

---

Title

**Attachment B**  
Authorization for Release of Performance Information and  
Waiver

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The purpose of this disclosure is to provide references to City of Kingman. Offeror hereby consents that as an Offeror to City of Kingman Solicitation IGM 2024-001-RFQ, Kingman Municipal Airport Master Developer, Offeror authorizes those companies and government entities listed in Offeror's RFQ submittal and any other government entity for whom this company has performed Master Developer Services, to disclose and release to City of Kingman, or their representatives, information, records and opinions concerning this company's past performance.

\_\_\_\_\_ (Offeror) hereby waives any claim it may have against City of Kingman or any company or entity providing information to City of Kingman by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one (1) year.

This consent or copy of this authorization shall be as valid and effective as the original.

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Date

**Attachment C**  
Addenda Acknowledgement

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Offeror is responsible for obtaining all addenda, if issued, via the City of Kingman website at <https://www.cityofkingman.gov/government/advanced-components/list-detail-pages/rfp-posts-list> (see Section One, Subsection A, paragraph 2, Addenda).

Failure to acknowledge, and include this form in Offeror's submittal, may cause Offeror's SOQ to be deemed nonresponsive. If no addenda were issued, Offeror does not need to include this attachment in its SOQ.

Offeror hereby acknowledges receipt of the following addenda issued by City of Kingman for solicitation 2024-001-RFQ (fill in Addendum Number and Date Issued).

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

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

\_\_\_\_\_  
Date

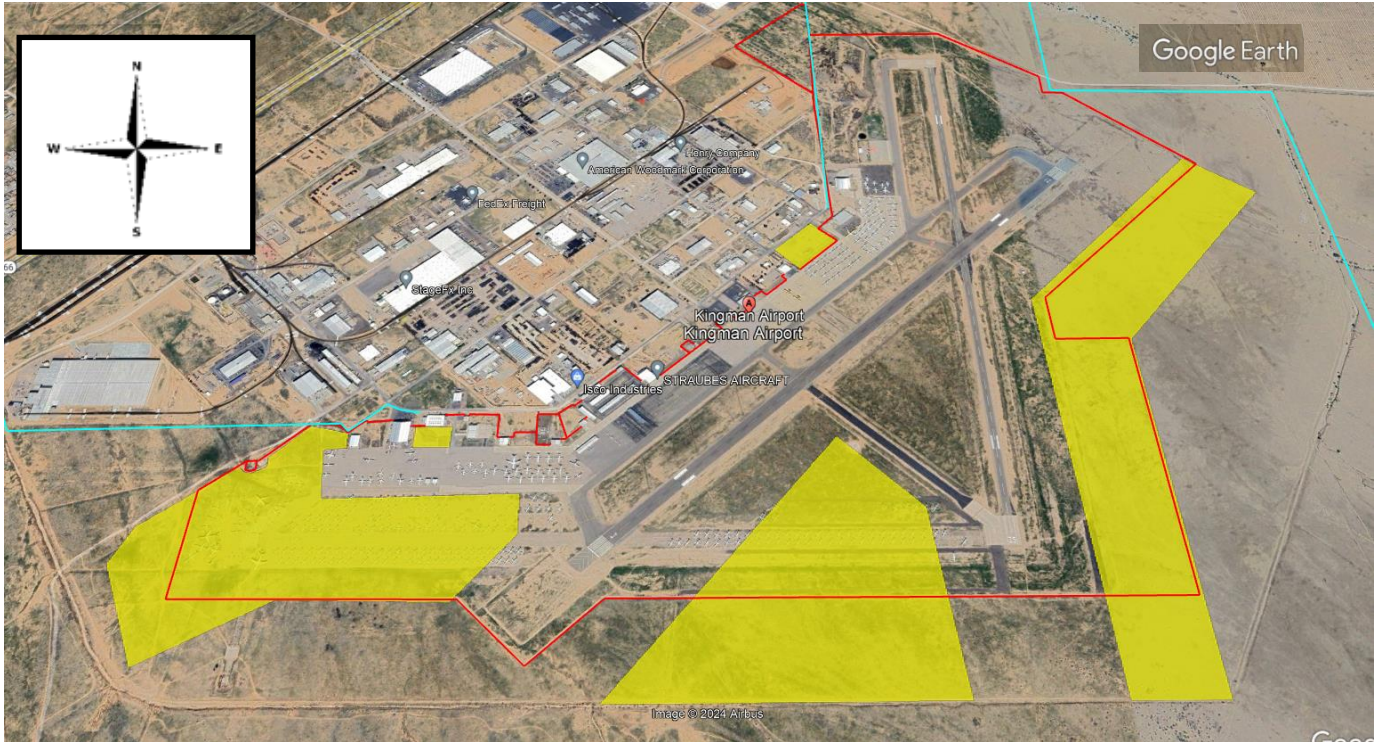
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



# EXHIBIT 1

## PROPERTY OVERVIEW MAP



### LEGEND

APPROXIMATE DEVELOPMENT AREA



APPROXIMATE AIRPORT BOUNDARY



APPROXIMATE AIRPORT FENCE LOCATION

