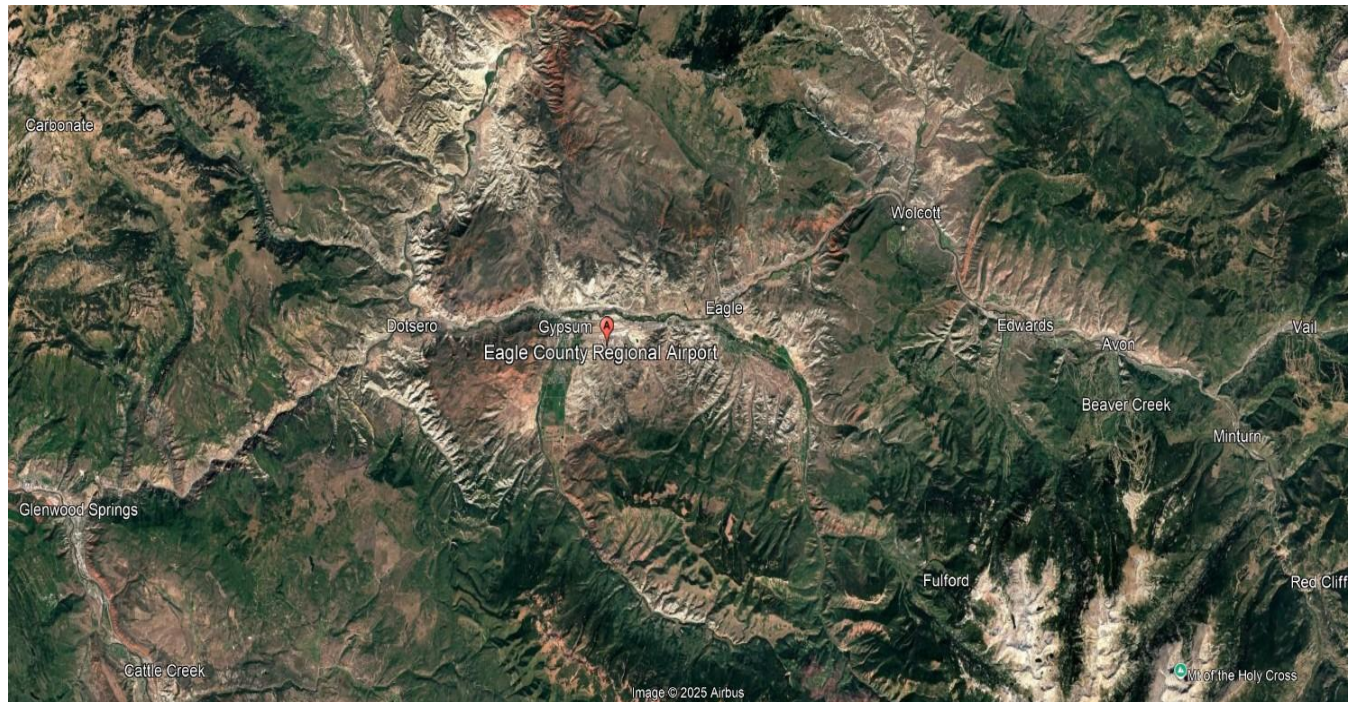


**REQUEST FOR PROPOSAL
AVIATION BUSINESS PARK DEVELOPMENT
LAND LEASE AT
THE EAGLE COUNTY REGIONAL AIRPORT**

I. INTRODUCTION

The County of Eagle Colorado (hereafter the "County") is soliciting proposals from individuals or businesses desiring to finance, build, manage, and operate aircraft hangar and aviation-related business facilities (the "Project") at the Eagle County Regional Airport ("Airport"). The County is offering all or part of a 17-acre parcel of land, as shown on Exhibit A, attached hereto and more fully described below, to be leased and developed by the successful respondent in accordance with the provisions of this Request for Proposals ("RFP") and an Aviation Business Park Lease Agreement (the "Lease" or the "Agreement") to be provided by the County to the successful respondent. The Airport's Primary Management Compliance Documents ("PMCD"), including Airport Rules and Regulations, and Airport Minimum Standards and Leasing Policy Document are posted at <https://flyege.com/about-ege/guiding-documents-master-plan/>.



II. AIRPORT INFORMATION

The Eagle County Regional Airport is owned and operated by Eagle County and operates as a self-sufficient enterprise fund.

Located 35 miles west of Vail Ski Resort, is classified in the FAA's National Plan of Integrated Airport Systems (https://www.faa.gov/airports/planning_capacity/npis/) as a primary, non-hub airport. The Airport has had scheduled airline service since 1986, and continues to hold 14 CFR Part 139 certification in support of air service from four major airlines. Most airport operations are commercial airline, corporate, charter, and private executive jets.

The Airport consists of over 635 acres, has one runway, 9,000 feet long by 150 feet wide, and is in excellent condition; the runway is served by a mix of ILS, LDA, RNAV RNP and RNAV GPS (Rwy 25) instrument approaches. The Airport currently has approximately 120 based aircraft and averages 58,000 annual operations of which approximately 33,000 are GA operations.

The Airport has one FBO, owned and operated by Signature Aviation. The FBO provides aircraft fueling, line services, aircraft maintenance, parking and hangar space, and other concierge type services. In addition to the FBO, there are two ground handling companies, three on-airport shuttle bus companies, seven on-airport rental car businesses, two off airport rental car services, a carwash and refueling facility for rental cars, and two full-service restaurants in the terminal.

Fully staffed, the Airport employs twelve full-time Operations, Safety and Security Officers and ten full-time Maintenance Technicians who are responsible for the day-to-day operations and maintenance requirements of the Airport. Both of these staffs are augmented during the busy winter flight season. Administration has ten full-time staff who provide administration, billing invoicing, and overall customer support.



Eagle County Regional Airport - View Looking almost due west

III. REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

- a) Proposals must be received **no later than:**
4:00 p.m. Mountain Time Friday November 7, 2025
- b) Any proposal response received after the time and date stipulated will not be considered and will be rejected.
- c) RFP response must be submitted by email to the following Airport representative:

Josh Miller, Deputy Director of Aviation
josh.miller@eaglecounty.us
Direct Phone Number: 970-328-2649

- d) No telephone or oral proposals will be accepted.
- e) The County, 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 bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
- f) Respondent(s) who submit a proposal are responsible for becoming fully informed regarding all circumstances, information, laws, and any other matters that might, in any way, affect the respondent's role and responsibilities. Any failure to become fully knowledgeable shall be at the respondent's sole risk. The County assumes no responsibility for any interpretations made by respondents on the basis of information provided in this RFP or through any other source.
- g) Proprietary information from competing respondents shall not be disclosed to the public or to competitors.
- h) Eagle County will not pay for any information requested herein. Eagle County will not be liable in any way for any of the costs incurred by the respondents in preparation of their proposal responses in response to this RFP nor for the presentation of their proposal responses or participation in any discussions or negotiations.
- i) This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s).

IV. PRE-PROPOSAL MEETING

- a) There will be a **mandatory pre-proposal meeting held at 1:30 P.M. on Thursday, October 2, 2025**, at Eagle County Regional Airport, SRE Training Room, 221 Eldon Wilson Road, Gypsum CO 81637. In-person or virtual attendance is required in order to submit a proposal in response to this RFP.
- b) Attendance sign-in will be required and the attendance sign-in sheet will be made available to all participants.
- c) If needed, an addendum will be issued following the meeting clarifying any points and/or answering questions that were asked and sent to all respondents who attended the meeting.

V. INQUIRIES, ADDENDA AND NO CONTACT POLICY

- a) If a respondent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in these RFP documents, they shall immediately notify the Airport representative of such error and request modification or clarification of the document.
- b) All questions must be received, in writing, **prior to 5:00 p.m. Mountain Time, October 23, 2025** and shall be submitted by email to josh.miller@eaglecounty.us. No questions will be accepted after the date and time referenced above unless good cause is shown as determined by Eagle County in its sole discretion.
- c) Questions will be answered by written addenda that will be issued to all respondents and posted on the Eagle County website under the Business tab, then Bidding: RFPs and RFQs. It is the respondent's responsibility to ensure they have all addenda pertaining to this RFP.
- d) It will be the respondent's responsibility to make inquiry as to the addenda issued.
- e) Any addenda issued will be numbered sequentially beginning with the number #1.
- f) Number of each addendum received, if any, must be shown on the signature page of proposal.
- g) All such addenda shall become part of the contract documents and all respondents shall be bound by such addenda.
- h) The County shall not be legally bound by an addendum or interpretation that is not in writing.
- i) Any contact initiated by any respondent with any County representative, other than the Airport representative listed above, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the respondent from this RFP. Information obtained from an unauthorized officer, agent, or employee of Eagle County or any other person shall not affect the risks or obligations assumed by the successful respondent or relieve it from fulfilling any of the terms and conditions of the Lease for the purpose of this Project.

VI. LATE PROPOSAL RESPONSES

- a) It is the sole responsibility of the respondent to ensure that its proposal is received by the Airport representative before the deadline stated above.
- b) Eagle County will not be held responsible for late responses due to failure of electronic communications.

VII. WITHDRAWAL OF PROPOSAL RESPONSES BEFORE OPENING

- a) Proposals may be modified or withdrawn prior to the due date and time above by submitting a written request for its withdrawal to the Airport representative listed above. After the deadline for receipt of proposals, no proposal may be modified or withdrawn. Withdrawal requests received after the deadline for receipt will be void, regardless of when they were mailed. Respondents may submit the same, a new, or a modified proposal prior to the due date and time shown above.

VIII. MISTAKES AFTER PROPOSAL RESPONSE OPENING

- a) Proposal responses containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the respondent if clear and convincingly

sworn, written evidence is furnished to the County no later than 48 hours before the proposal response opening excluding Saturday, Sundays and Legal Holidays.

- b) Under no circumstances can a respondent be allowed to raise its prices(s) as contained in the initial proposal.

IX. MODIFICATION OR AMENDMENT OF RFP AND REJECTION OF PROPOSAL RESPONSES

- a) Eagle County may, in its sole discretion, modify or amend any and all provisions herein. If it becomes necessary to revise any part of the RFP, written addenda will be provided through posting at www.eaglecounty.us. Eagle County reserves the right to extend the RFP submittal date or to postpone the award of an agreement.
- b) Eagle County reserves the right to reject any or all proposal responses and to waive informalities and minor irregularities in proposal responses received. Eagle County also reserves the right to re-advertise, or to otherwise provide the services as determined by Eagle County to be in its best interest, and to accept any portion of a proposal deemed to be in the best interests of Eagle County to do so, or to further negotiate cost, terms or conditions of any proposal determined by Eagle County to be in its best interests.

X. RESPONDENT'S RESPONSIBILITY

- a) Each respondent shall fully acquaint themselves with conditions relating to the Site more fully described on Exhibit A, attached hereto, and the requirements, information, laws, circumstances, and restrictions attending the execution of the Lease under the conditions of this RFP. The failure or omission of a respondent to acquaint itself with existing conditions and become fully knowledgeable shall in no way relieve it of any obligation with respect to its proposal or to the Lease.
- b) Respondent is responsible for any and all permits, licenses, fees, etc. necessary for provision of the services described in this RFP.

XI. INSTRUCTIONS FOR SUBMITTING PROPOSAL

- a) Respondent's proposal submittal must be in strict compliance with this RFP and must address all requirements of these Instructions for Submitting Proposal. Failure to comply with all provisions may result in disqualification.
- b) All respondents must include a fully executed Proposal Form (attached hereto) with their proposal.
- c) Respondent's proposal must include a cover letter, which has been signed by an individual authorized to bind the respondent. The cover letter must contain names, email addresses and phone numbers for persons who may be contacted to answer questions concerning the proposal. In addition, the cover letter shall state the name and contact information of the person who prepared the proposal. Number of each addendum received, if any, must be shown on the signature page of the proposal. All proposals submitted without such signature may be deemed non-responsive.
- d) Respondent's proposal should be prepared simply and economically and should provide all the information which the respondent considers pertinent to its qualifications for the Project and which make the best use of the Site, and the Site and Design Criteria listed below, including the types of aviation-related facilities

and businesses proposed for the Project. Emphasis should be placed on completeness of development proposed and clarity of content.

- e) Please include a detailed description of the proposed revenue share with the County.
- f) Respondent must list proposed key staff for this Project; describe the level of their involvement including a resume and brief biographical information indicating the number of years of similar experience; and years with respondent (note that proposed key staff will be required on site for this Project for the duration of construction).
- g) Identify and specify proposed development schedule and time frame for completion of the development of the Project.
- h) Include a proposed conceptual site plan depicting proposed Project site and location of hangars and aviation-related facilities.
- i) Identify any subtenants, joint venture partners, suppliers or service providers who will participate in the operations to be carried out under the Project, and describe their role in the development and operation of the Project.
- j) Provide a narrative describing familiarity with Eagle County.
- k) References. Please provide three (3) references from airports where your firm has developed similar projects. Include name of airport, contact name and telephone number and the gross revenue for operations for such projects for the last three years.
- l) Legal matters. Are there any lawsuits, federal, state or local tax liens, or any potential claims or liabilities against you, your company or the officers of the company at this time or within the last three years? If so, please explain.
- m) Financial Information. All respondents must provide audited financial statements prepared by an independent CPA for their entities or organizations for at least the last two fiscal years. Included therein shall be information naming the principals, their addresses and telephone numbers, and local and regional management personnel and their addresses and telephone numbers. Eagle County reserves the right to confirm and request clarification of all information provided. Incomplete financial disclosures may deem a proposal to be non-responsive.
- n) Bankruptcy Information. Has the organization, corporation, partnership, or principal owners of the organization ever declared bankruptcy? If yes, give details including date, court jurisdiction, amount of liabilities, and amount of assets.
- o) Confidentiality of Documents. Respondent should give specific attention to the identification of any portions of their proposals which they deem confidential, or which contains proprietary information or trade secrets, copyrights, patents, or patents pending. Respondents should provide justification of why materials, upon request, should not be disclosed under the Colorado Open Records Act. Eagle County may otherwise use or disclose the data submitted by each respondent. The proposer's opinion of proprietary information is not binding on Eagle County.

XII. COUNTY SUPPORT

The County will:

- a) Provide to respondents all public documents in possession of the County which relates to the County's requirements for the Project or which is relevant to the Project.
- b) Examine all studies, reports, sketches, drawings, specifications, proposal responses, schedules and other documents presented by the respondent.
- c) Designate a person to act as the County's representative with respect to the work to be performed for this Project. Such person shall have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to the contract.

XIII. ESTIMATED PROJECT SCHEDULE

- a) This schedule is only an estimated timetable and may be changed by Eagle County at any time, in its sole discretion.

RFP Advertised	September 10, 2025
Mandatory Pre-Proposal Meeting	October 2, 2025
Last Day for Questions from Offerors	October 23, 2025
RFP Response Due	November 7, 2025

Estimated Selection Date	December 5, 2025
Estimated date of contract execution	February 3, 2026

XIV. DEVELOPMENT SITE

- a) The offered development site ("Site") is approximately 17 acres of partially improved land as shown on Exhibit A. The first phase of Taxiway B is scheduled to be constructed in 2026 to accommodate Airplane Design Group (ADG) III aircraft. The Site will be accessible for aircraft via Taxiway B, once construction is complete.
- b) The approximate location of the Site and its location relative to the rest of the Airport is depicted on Exhibit A. This depiction does not establish or contain the formal boundaries of the leased premises, which shall be determined by the successful respondent's site plan (the "Leased Premises").
- c) The Site is offered "AS IS" and in its present condition. The County makes no warranty express or implied regarding the condition of the parcel, including but not limited to its soil conditions or existing utilities, or as to its fitness for a particular purpose.
- d) The successful respondent shall have 30 days from the date of its selection as the successful respondent to perform an engineering inspection of the portion of the Site proposed for designation as the Leased Premises. During the 30-day inspection period, the successful respondent may in its discretion decline selection as the successful respondent without penalty and the County may award and select the next most responsible respondent.

XV. PROPOSAL DESIGN CRITERIA AND REQUIREMENTS

- a) The following describes the minimum pavement sections for any new ADG III taxilanes, taxiways, or aircraft aprons:
- ADG III Bituminous Pavement Section - 10" Bituminous Pavement (P-401), 6" Crushed Base Course (P-209), 16" Subbase Course (P-154), 12" Subgrade Preparation (P-152)
 - ADG III Concrete Pavement Section - 14" Concrete Pavement (P-501), 6" Lean Concrete (P-306a), 6" Crushed Aggregate Base Course (P-209), 6" Uncrushed Aggregate Subbase Course (P-154), 12" Subgrade Preparation (P-152)

The County will not limit proposals to a particular building layout and will consider layouts or configurations that may suit the respondent's aircraft storage and aviation related business requirements. Hangar configurations may include corporate hangar(s) (minimum 12,000 sq. ft.), or multi-bay box hangars (minimum per bay of 60'x60') or a combination thereto. Hangar layout shall make the most efficient use of the available land parcel as practical. T-hangars are not a permitted use.

- b) All proposed buildings (hangar, office, maintenance, etc.) shall be modern, fully enclosed, high quality, steel building equipped with individual or common restrooms, interior and exterior lighting, electrical services, and other amenities as required. Additional building space not allocated for aircraft use (storage, maintenance, avionics, paint, etc.) such as office, restrooms, or waiting areas, shall be determined by and at the discretion of the respondent. These spaces are not included as part of the minimum SF as referenced above. Office space must have a primary or ancillary aeronautical use. Non-aeronautical office and residential space is not permitted.
- c) The successful respondent shall construct a pavement connector to the Airport's adjoining taxiway. The connecting taxilane or apron must adhere to the design standards contained in the most-current version of FAA Advisory Circular 15/5300-13B Airport Design, Chapter 4, Section 404. Pavement design weight bearing capacity shall equal that of the largest aircraft able to occupy the proposed hangars, but not greater than the design weight of Taxiway B (167,000 lbs. dual landing gear).
- d) The successful respondent shall construct access to its facilities that adheres to existing Airport access control requirements into and out of the Airport Operations Area (AOA). During construction and upon completion, the Project shall ensure the integrity of Airport security fence and boundary to prevent unauthorized persons from entering the AOA.
- e) Hangar building(s) shall conform to the latest standards for aircraft hangars as established by the National Fire Protection Association.
- f) The successful respondent shall construct paved auto parking as required by zoning, Town of Gypsum, and/or Eagle County building code requirements. The successful respondent must submit an FAA Form 7460-1 and receive a determination of no hazard from the FAA Obstruction Evaluation Airport Airspace Analysis in accordance with 14 CF 77. This requirement is to ensure the construction does not create an obstruction to air navigation, operationally impact

the airport, or cause interference with any radio navigational aids. Reference <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

XVI. PERMITTED USES

- a) The Lease shall permit the successful respondent to use the Leased Premises solely for the construction and operation of an aircraft hangar and aviation-related business facilities. Aviation-related business facilities must have landside access for their customers without entering the AOA. The successful respondent may use the leased premises for the purpose of managing, storing, maintaining, and operating the respondent's own aircraft and/or other aircraft. Stored aircraft shall be airworthy and comply with the FAA's Policy on the Non-Aeronautical Use of Airport Hangars. The successful respondent may use the facility for general office purposes related to aircraft operations.
- b) The successful respondent will have a non-exclusive right to provide commercial aviation services in a manner consistent with and as described in the most recent Primary Management and Compliance Documents that are available at <https://flyege.com/about-ege/guiding-documents-master-plan/>.
- c) The successful respondent may sublease or license use of the hangars to third parties for aviation purposes. Any sublease or assignment of all or any portion of the Lease will require prior written approval by the County. Condominiumization will not be permitted.
- d) The successful respondent shall insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future subleases, license, permits, or similar instruments entered into by the successful respondent with other parties.
- e) The successful respondent shall further insert and enforce the following provisions in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport:
 - i. To furnish said services on a reasonable, and not justly discriminatory, basis to all users thereof, and;
 - ii. To charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

XVII. IMPROVEMENTS TO BE CONSTRUCTED BY SUCCESSFUL RESPONDENT

- a) The successful respondent will be solely responsible for the cost of any soils or other testing deemed necessary by the respondent to determine the suitability of the Site for the Project. The successful respondent will be responsible for any and all grading, fill, compaction and/or other ground preparation required for access to and egress from the Project.
- b) The successful respondent shall be solely responsible for all costs associated with the construction, management and operation of all required utility extensions for the Project, including but not limited to water, sanitary sewer, telephone,

cable/internet, gas, electric power, as well as any necessary storm water management.

- c) The successful respondent shall be solely responsible for all costs associated with the construction of any and all improvements and facilities associated with the Project (collectively referred to herein as the “facilities”) in accordance with plans and specifications prepared by a professional architectural engineering firm, which shall be reviewed and approved in accordance with rules and regulations of the Airport and Town of Gypsum Building Department.
- Construction of the facilities shall begin within 120 days of receiving approval of the site plan from the Town of Gypsum and Eagle County. The facility shall be complete and available for occupancy no later than eighteen (18) months from the date of approval from the County.
 - The successful respondent shall furnish to the County, prior to the start of the work, a Performance Bond for 100% of the total construction cost, to guarantee completion of the approved construction.
 - All facilities shall be subject to conditions, restrictions, reservations and prior written approvals for the following purposes:
 - i. To establish aesthetic values designed to complement and benefit all Airport facilities;
 - ii. To ensure adequate and reasonable development of the Airport;
 - iii. To ensure proper, desirable use and appropriate development and improvement of each site within the Airport;
 - iv. To protect lessees and/or tenants of buildings against improper and undesirable use of surrounding building sites which will depreciate the value of their leaseholds;
 - v. To guard against the erection of structures built of improper or unsuitable materials;
 - vi. To guard against the erection of structures with unnecessarily short economic life expectancies;
 - vii. To encourage the erection of attractive improvements with appropriate locations on building sites;
 - viii. To ensure and maintain proper setbacks from streets, highways, runways, taxiways, and aprons, and adequate, safe spaces between structures
 - ix. To ensure the safety and security of the Airport operation and the operations of Airport tenants;
 - x. Subject to the terms and conditions of the Lease, the successful respondent will have the benefit and use of the facilities and all appurtenances thereto in accordance with and for the term of the Lease. Title to said facilities will revert to the Airport on the expiration or earlier termination of the Lease, free from any and all claims, liens or encumbrances whatsoever;
 - xi. The proposed facility must be used in compliance with the PMCDs and the conditions of Federal Aviation Administration sponsor assurances.

XXII. LEASE TERMS

- a) Lease: The agreement to be awarded to the successful respondent will be an Aviation Business Park Lease Agreement, which will include the provisions set forth in Section XVI above, the provisions set forth below, and a copy of the successful respondent's proposal.
- b) Term: The Lease is offered as a 30-year term, with the possibility of two (2) successive five-year extensions upon mutual agreement of the parties (each a "Renewal Period"), not to exceed a total of 40 years. If the successful respondent lessee desires to seek an extension of the Lease, lessee shall provide written notice to the County in accordance with the Lease terms, not more than one hundred eighty (180) days and not less than ninety (90) days prior to the expiration of the initial Term or the immediately preceding Renewal Period. Extension of the Term of the Lease for any Renewal Period shall be on the terms and conditions as mutually agreed to by the parties. The County, in its sole discretion, may decline to extend the Lease for a Renewal Period. In the event the parties are not able to come to an agreement as to any Renewal Period, the leasehold and title to all facilities will revert to the County.
- c) Rent: The minimum offer for the ground lease rental rate shall be no less than \$0.45 per square foot per annum for the actual leasehold parcel size. The per square foot rental rate will be increased effective the first day of the month in which falls the first anniversary of the commencement date of the Lease, and annually thereafter on the anniversary of the first adjustment during the initial term and any Renewal Period. The increase shall be the greater of three percent (3%) or the Consumer Price Index for All Urban Consumers ("CPI-U") in the U.S. for the two (2) months prior to the date of increase.
- d) Leased Premises: The actual leasehold parcel shall be determined from the successful respondent's approved site plan and shall include all exclusive-use space necessary to operate the facilities. The leasehold parcel shall include all building(s), automobile parking areas, landscaped buffers and/or setbacks (such as required applicable Zoning Ordinance), storm water facilities, aircraft parking aprons.
- e) Utilities: The successful respondent shall be responsible for and shall pay for maintenance, to include snow removal, and repair of the leased premises, structures, utilities, and facilities located upon the leased premises during the term of the subject Lease. The successful respondent shall be responsible for all grass cutting, landscaping, and routine cleaning of the leased premises.
- f) Insurance: The successful respondent shall be required to provide any insurance coverage required by Eagle County in its sole discretion. Such insurance shall demonstrate that the successful respondent is a named insured and must include the County and its officers, agents, employees, and volunteers as an additional insured under its policies and must be endorsed to the applicable policy.
- g) The successful respondent shall comply with all provisions included in the Lease concerning Title VI of the Civil Rights Act of 1964, including but not limited the following provision:

"Lessee, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national

origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Lease had never been made or issued.”

- h) The successful respondent shall further comply with the following indemnification language which shall be included in the Lease to be awarded:

“Indemnification. The Lessee shall indemnify, defend and hold harmless Eagle County, and any of its officers, agents and employees against any losses, claims, damages or liabilities for which Eagle County may become subject to, insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Lessee or any of its sub-contractors or sublessees hereunder. The successful respondent shall further indemnify, defend and hold harmless Eagle County, and any of its officers, agents and employees from any losses, claims, damages or liabilities or claims of any character brought by reason of infringement on any patent or trademark. Lessee shall reimburse Eagle County for reasonable attorney fees and costs, legal and other expenses incurred by Eagle County in connection with investigating or defending any such losses, claims, damages, liabilities or actions. This indemnification shall not apply to claims by third parties against Eagle County to the extent that Eagle County is liable to such third party for such claims without regard to the involvement of the Lessee. This paragraph shall survive expiration or termination hereof.”

XXIII. EVALUATION CRITERIA AND AWARD

The County reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP and to waive or not waive informalities or irregularities in proposals received or RFP procedures. Eagle County also reserves the right to re-advertise or to otherwise utilize the Site as determined by Eagle County to be in its best interest and to accept any portion of a proposal deemed to be in the best interests of Eagle County. Additionally, Eagle County reserves the right to further negotiate cost, terms, or conditions of any proposal determined by Eagle County to be in its best interests. The County further reserves the right in its sole discretion to reject the proposal of any respondent who fails to comply with any procedure in this RFP.

All proposals will be reviewed by a selection committee and any other review as determined to be necessary by Eagle County in its sole discretion. Respondents may be asked to supplement their initial proposals with additional written materials. The County may short-list respondents based upon an evaluation of the written submittals. The County may arrange for in-person interviews with the short-listed respondents for a detailed presentation. The selection committee will utilize information obtained from the RFP package, the proposal response, calls to references, other information known by the selection committee, oral presentations or interviews if so desired, and any other information as determined by Eagle County in its sole discretion. Following its review, the selection committee shall select the highest rated proposal.

The selected proposal response will be the one considered the most advantageous regarding price, quality of service, qualifications and capabilities of respondent to provide the specified service for the Project, respondent's familiarity with Eagle County, Colorado, the selection criteria set forth below, and any other factors Eagle County may consider as determined by Eagle County in its sole discretion. Eagle County may select a proposal even if not the proposal with most favorable financial terms based its review of the identified factors.

Upon identification by Eagle County of the successful respondent, Eagle County will give the successful respondent the first right to negotiate an agreement acceptable to Eagle County. In the event that an agreement satisfactory to Eagle County cannot be reached, Eagle County may enter into negotiations with one or more of the remaining respondents. Eagle County may choose to discard all proposals and re-issue another RFP.

In addition to the factors listed above, the selection committee shall consider the following criteria in its review of proposals. Each of the six criteria list above is weighted based on the importance to the County, with zero being of lowest importance and four being of highest importance.

(1) Aviation Business Use being proposed (weight - 4): Evaluation points will be awarded for any proposed Aviation Business Use of the site other than aircraft storage.

(2) Proposed Development for Property (weight - 3): Respondents will be evaluated on the feasibility of the Project based on size, design, and exceptions. The selection committee will evaluate the proposed development of the property for compliance with Airport PMCDs, FAA regulations, and Town of Gypsum Building Code requirements. Priority will be given to respondents that most efficiently utilize the Site, propose a higher financial investment, propose higher quality facilities, offer greater amenities, and fit the current market needs of the Airport.

(3) Financial Ability to Perform (weight - 2): The selection committee will evaluate financial statements to determine the Offeror's ability to perform under the Lease and its experience in developing similar projects. Priority will be given to respondents who demonstrate financial ability and experience in developing hangar and aviation business facilities.

(4) Project Operations (weight - 3): The selection committee will evaluate respondent's plan to implement and operate the Project. The selection committee will evaluate the development schedule and method of organizing, directing, and operating the facilities to ensure that it meets the operational needs and requirements of a high-quality general aviation aircraft facility.

(5) Airport Revenue (weight - 4): The selection committee will evaluate the respondent's total financial offer to the Airport. The total financial offer may include considerations for land rent, lease term, and other fees paid to the Airport.

(6) Airport References (2): Proven past and current experience with similar projects, highlighting strong relationship-building and collaboration with Airport Sponsors.

**REQUEST FOR PROPOSAL
PROPOSAL FORM
THIS PROPOSAL FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

TO: Eagle County Regional Airport
500 Broadway
Post Office Box 850
Eagle, CO 81631

**Re: AVIATION BUSINESS PARK DEVELOPMENT LAND LEASE AT THE EAGLE COUNTY
REGIONAL AIRPORT**

The undersigned, having examined the above referenced Request for Proposals and any and all documents related to the above referenced RFP:

- (a) agree to comply with all conditions, requirements, and instructions of the Request for Proposal as stated or implied therein;
- (b) Acknowledges the right of Eagle County in its sole discretion to reject any or all proposals submitted, and that an award may be made to a proposer even though not the lowest cost;
- (c) Acknowledges and agrees that the discretion of Eagle County in selection of the successful proposer(s) shall be final, not subject to review or attack; and
- (d) Acknowledges that this proposal is made with full knowledge of the foregoing and full agreement thereto.

By submission of this proposal, and signature below, the respondent acknowledges that he or she has the authority to sign this Proposal Form and bind the company named below. The proposer further acknowledges that Eagle County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to Eagle County of any and all information sought in such inquiry or investigation.

Company Name: _____
Title of Proposer: _____
Signature of Proposer: _____

