



5. APPENDIX

5.1. RFI, RFQ, and/or RFP Document Guidelines

The content that may be included in each type of document is identified in the table that follows:

Item	RFI	RFQ	RFP
Objectives with respect to the opportunity	•	•	•
Responsibility for compliance with Legal Requirements		•	•
Overview of the community, the Airport, and the marketplace	•	•	•
Complete and thorough description of the subject property		•	•
Location (and approximate size) of the subject property	•	•	•
Anticipated use of the subject property	•	•	•
If Commercial, outline the desires with regard to the: (a) entity's qualifications and experience and (b) the range, level, and quality of General Aviation products, services, and facilities (and/or Improvements) to be provided		•	•
Anticipated lease term (duration)			•
Minimum rent for the subject property			•
If Commercial, identify the minimum fees and/or other charges for engaging in Activities at the Airport			•
Schedule that identifies key dates for the process	•	•	•
If necessary, the location, date, time, and requirement for attendance at a pre-proposal conference	•	•	•
Specific instructions regarding the content and format of the submission	•	•	•
Require a proposal bond or personal guarantee (that shall remain in effect for 180 calendar days), in the amount equal to the total rents, fees, and other charges proposed to be paid in the first month of the Agreement or the amount specified in the TTAD Master Rents and Fees Schedule (whichever is greater)			•
Place, date, time, and any additional instructions for submission	•	•	•
Grounds for denial or disqualification and withdrawal			•
Evaluation and/or selection criteria to be utilized		•	•
Required forms, statements, and affidavits to be completed for submission			•
Draft of proposed Agreement and/or Permit			•
Primary Management and Compliance Documents			•

5.2. Advertising Guidelines

The RFI/RFQ/RFP advertisement should:

- provide a description of the RFI/RFQ/RFP opportunity including identification of the Airport land and/or Improvements that are and/or may be available for lease (subject property) and the General Aviation products, services, and/or facilities that are and/or may be desired by the TTAD;
- provide instructions to proposers for obtaining the RFI/RFQ/RFP document; and
- identify the date, time, and method for submittals and place of opening
- All submittals shall remain sealed until opening.

5.3. Hangar Leasing Policy

Leasing, assignment, transfer, and use of TTAD non-commercial Hangars shall conform with the provisions detailed in this section and the FAA Policy on the Non-Aeronautical Use of Airport Hangars; Final Policy at 38910, and 38911, as maybe amended from time-to-time.



Circumstances may arise in the normal management of hangar assignments that are not addressed herein. In these circumstances the General Manager shall decide how to proceed using his/her best judgement. The General Manager can set policy to best maximize hangar use on a long-term, temporary, or nightly basis.

Application – Entities desirous of obtaining an Agreement to use a TTAD Hangar shall complete and submit a Hangar Lessee Application (Hangar Application) to the General Manager.

- In addition to the completed Application, entity shall pay all applicable fees and provide a non-interest bearing deposit as stipulated in the Airport's as specified in the TTAD Master Rents and Fees Schedule. The TTAD shall retain a non-refundable portion of the deposit to cover administrative costs.
- If entity executes a Non-Commercial Aircraft Hangar Agreement (Hangar Agreement), the refundable portion of the deposit may be applied to applicable charges upon execution of the Hangar Agreement or to the first month's rent
- Upon receipt of the: (a) completed Application, (b) applicable fees, and (c) deposit, the entity shall be placed in the last position on the requested Hangar waiting list.

Hangar Waiting List – When demand for Hangars exceeds supply, the TTAD may manage Hangar assignments by maintaining a waiting list for T-Hangars, executive Hangars, and Hangar transfer requests. The TTAD may terminate a waiting list at any time. An Applicant on a waiting list is not guaranteed the occupancy of a Hangar.

- To be removed from a Hangar waiting list, the entity shall notify the General Manager in writing. At the time the entity is removed from the Hangar waiting list, the refundable portion of the non-interest bearing deposit shall be refunded to the entity.
- If an entity is desirous of reapplying, the entity shall apply in accordance with this section and be placed in the last position on the requested waiting list.

Annual Waiting List Maintenance Procedure – The TTAD conducts an annual waiting list maintenance program to ensure the integrity of the waiting list(s). Commencing one year after being established on a Hangar waiting list(s), entities are required to fully complete a maintenance form. The entity shall return the maintenance form to the TTAD along with an administrative fee as specified in the TTAD Master Rents and Fees Schedule within 30 days of receipt. It is the applicant's responsibility to ensure that the form is received by the TTAD. An entity who fails to return the form in a timely manner shall be dropped from the waiting list without further notice and the deposit shall be forfeited to the TTAD.

Hangar Transfer Request Waiting List – Lessees who desire to change Hangar assignments may apply to be placed on a Hangar transfer request waiting list. A Lessee who meets the following criteria is eligible to be placed on the Hangar transfer request list:

- Lessee has purchased an Aircraft incompatible with the assigned Hangar.



- Lessee has sold or otherwise disposed of the Aircraft and terminated the Hangar Agreement and agrees in writing to acquire a permitted Aircraft within 60 days.
- A Lessee who fails to procure a permitted Aircraft within 60 days will be dropped from the Hangar transfer request waiting list.

Hangar transfers are intended to accommodate specific Aircraft requirements as well as Lessee's preference. Consideration will not be given to transfer requests intended to accommodate non-aeronautical activities.

Notification of Hangar Availability – If a TTAD Hangar becomes available, the TTAD shall contact the entity in the first position on the Hangar waiting list.

- It is the entity's sole responsibility to keep a current address, telephone number, and email address on file with the TTAD.
- If the TTAD is unable to reach the entity by telephone or email in the first position on the Hangar waiting list within seven calendar days, the entity shall not be eligible to lease the available Hangar.
- In the event an entity fails to respond on two consecutive occasions, the entity shall be removed from the Hangar waiting list and the deposit shall be forfeited to the TTAD.

If the entity in the first position does not respond within seven calendar days, the TTAD shall contact the entity in the next position on the Hangar waiting list and so on.

Hangar Assignment Procedure – The General Manager shall make Hangar assignments subject to the following criteria:

- Aircraft compatibility with the available Hangar (as determined by the General Manager).
- Small Aircraft will not be assigned to an Executive Hangar.
- Permitted Aircraft – an applicant must demonstrate to the General Manager that the Aircraft is owned and/or operated by (under the full and exclusive control of) the entity and provide evidence to this effect. Evidence shall be in the form of an Aircraft registration naming entity as owner, a copy of an Aircraft lease naming applicant as Lessee, or a bill of sale and associated FAA registration application.
- Fraudulent ownership information shall be deemed a default of the Hangar Agreement.

An entity who is offered a Hangar assignment has the following options:

- Accept the offer, execute a Hangar Agreement, and take possession of the Hangar with a permitted Aircraft or
- Decline the offer in writing and return to the bottom of the waiting list.
- Receive approval from the General Manager to delay possession of the hangar for a period of up to one year. Subject hangar is the property of the District during that time period.



An entity who fails to execute a Hangar Agreement or fails to decline the offer within 7 business days, shall forfeit the deposit to the TTAD and shall be dropped from the waiting list(s).

General Hangar Leasing Policy – Lessee must fully comply with the provisions of the Hangar Agreement

- Occupancy of a Hangar is not permitted until the Hangar Agreement has been fully executed.
- Lessee shall not assign, sublet, or permit occupancy or use of a Hangar by any entity unless authorized in writing by the General Manager.
- Compensation received by Lessee from unauthorized Hangar occupancy or use shall be forfeited to the TTAD.
- A Hangar Agreement is not transferable except to relatives within two degrees of consanguinity, spouses, or registered domestic partners.
- The TTAD reserves the right to reassign Hangars at any time. The TTAD does not consider space for non-aeronautical uses during reassignments.
- TTAD reserves the right to use Hangars in short-term occupancy programs.
- A SASO or entity with an Aircraft used for SASO lease back purposes, may enter into a Hangar Agreement providing Lessee possess a Commercial Operating Permit. Subject to the General Managers approval, hangar leases for lessees with a Commercial Operating Permit may be given priority in hangar placement.
- TTAD may review and amend the Hangar Agreement to ensure consistency with PMCDs and Legal Requirements.

Utility Charges – The General Manager shall include utility charges (when not billed to Lessee) in the monthly rent. These charges may be adjusted annually based on actual TTAD costs for the prior 12-month period.

Signatory Rates – The TTAD may establish signatory rates for voluntarily meeting certain conditions. Lessees shall have equal access and opportunity to meet the prescribed conditions. The decision not to take a signatory rate shall not constitute default of the Hangar Agreement nor create a condition for denial of a Hangar Agreement.

Certificates of Insurance – A current certificate of insurance shall be delivered to the TTAD prior to the execution of the Hangar Agreement. It is the sole responsibility of the tenant to ensure that the TTAD has a current certificate of insurance.

Aircraft Partnership – Each Aircraft partner shall provide proof of ownership or lease and proof of liability insurance coverage to the TTAD.

Hangar Interest Transfer – Lessee may not transfer interest in the Hangar to an Aircraft partner within two years of the date of the Aircraft partnership agreement on file with the TTAD.

Hangar Occupation as Contingency for Aircraft Sale – The sale of any Aircraft, contingent upon the continued use of any Hangar, is not permitted. At the time of purchase, the new owner of the Aircraft must vacate the Hangar.



Vacating a Hangar – Lessee shall provide written notice to the TTAD no less than 30 calendar days prior to vacating a Hangar.

Hangar Trades – Lessees may elect to trade Hangars, if mutually agreed and subject to obtaining the prior written consent of the General Manager, in accordance with the following requirements:

- Each Lessee is in full compliance with the Hangar Agreement.
- Each Lessee must have used and/or occupied the Hangar for a period of not less than 30 calendar days.
- Prior written notification shall be provided to the General Manager at least 30 calendar days prior to the proposed trade date.
- Hangar trades will commence on the first day of the month.

Non-Flyable Aircraft – The General Manager may assign a Hangar to an entity with a permitted non-flyable Aircraft for up to 18 months. The TTAD requires the following documentation to allow occupancy beyond the 18-month period:

- A valid airworthiness certificate meeting all Legal Requirements.
- A copy or affidavit of an "annual inspection" verifying airworthiness.

Note: The General Manager may extend the 18-month period if there are existing Hangar vacancies.

The TTAD may allow a Lessee to commence a construction project on a permitted Aircraft and retain possession of the Hangar for up to two years under the following conditions:

- Tenant must demonstrate construction progress to the General Manager 3 months after the date of lease execution and every three months thereafter.
- Prior written permission for the Aircraft construction project has been granted by the General Manager.
- Lessee is in full compliance with PMCDs and Legal Requirements.
- Lessee provides a copy of an FAA airworthiness certificate before the end of the two-year period.
- A copy or affidavit of an "annual inspection" verifying airworthiness.

The District may, from time-to-time, request a tenant provide additional information validating the ownership of the aircraft and that the aircraft is in a condition for safe operation. If it is deemed an aircraft is not safe for operation or out of compliance with lease requirements, the District may take steps to terminate the hangar lease.

Loss of Hangar Assignment – The Hangar Agreement shall automatically terminate in the event of the following circumstances:

- Failure to comply with the terms of the Hangar Agreement.
- Lessee is no longer in possession of a permitted Aircraft for a period of 6 months.
- Permitted Aircraft is no longer flyable.
- Lessee acquires an Aircraft that is incompatible with the assigned Hangar.

- The General Manager deems that the hangar is not adequately utilized for aeronautical purposes.

Non-Aeronautical Use of Hangars - During times of high aeronautical Hangar vacancy, the TTAD reserves the right to lease hangars for non-aeronautical purposes within acceptable FAA guidelines as set forth in the FAA Policy on the Non-Aeronautical Use of Airport Hangars, as maybe amended from time-to-time.

Hangar and Airfield Maintenance – TTAD performs or contracts with companies to perform hangar and airfield maintenance as needed. From time-to-time this work may limit or prevent a lessee’s ability to access a leased hangar. When possible TTAD will provide advance notice of such maintenance. During times that an aircraft is displaced from a hangar, TTAD will provide tie-down access on the Ramp. TTAD assumes no responsibility for any aircraft or personal items stored within District hangars whether during times of maintenance or the regular course of District business.

5.4. Standard Sublease Form Requirements

The standard sublease form shall include, at a minimum, the following:

- Legal name, address, and contact information of the Subleasing entity.
- Land and/or Improvement identification, location, and description.
- Term of sublease.
- Rights, obligations, permitted uses, and limitations of Operator and the subleasing entity.
- Subordination
- Defaults, remedies, and termination of Operator and the subleasing entity.
- Compliance with the PMCDs and all applicable Legal Requirements.
- Total administrative costs associated with processing and issuance of the Sublease COP.
- If subleasing for the purpose of Aircraft storage (Hangar or tiedown):
 - Aircraft registration number, make, model, and maximum gross landing weight.
 - Requirement to provide a Certificate of Insurance identifying industry standard liability coverage for the non-commercial Aircraft in compliance with the PMCDs.

5.5. Establishment of Market Value

The TTAD shall engage an Appraiser who meets the qualifications set forth in Appendix 5.6 to conduct an appraisal in compliance with the requirements set forth in Appendix 5.7 to determine market value.

The Appraiser shall use current appraisal methods that are appropriate for appraising airport land and/or Improvements used for General Aviation purposes.

- To determine market value, the Appraiser shall consider all three recognized appraisal methods: cost approach, market data or sales comparison approach, and income approach.