

GREENVILLE-SPARTANBURG AIRPORT DISTRICT

REQUEST FOR PROPOSALS

GREENVILLE-SPARTANBURG INTERNATIONAL AIRPORT

DEVELOPMENT SERVICES FOR
GSP AIR CARGO FACILITY PHASE 1

January 10, 2018



The Greenville-Spartanburg Airport District (District) will receive proposals from all responsible and qualified proposers (Proposers) for development services of Phase 1 of a new Air Cargo Facility at the Greenville-Spartanburg International Airport (GSP). Proposals must be received by **February 23, 2018 at 2:00 p.m. EST**. No proposals will be accepted after that time unless the date or time is extended pursuant to an addendum issued by the District.

A non-mandatory pre-proposal meeting will be held on Monday, January 22, 2018 at 1:00 p.m. ET at the GSP Terminal Conference Center, Greer, SC 29651.

The District reserves the right to waive any informality or irregularity in any proposal or bid guaranty, to reject any or all proposals, to award or refrain from awarding a contract for the work, and to negotiate with the apparent most qualified responsible proposer to such extent as may be determined solely in the opinion of the District to be most beneficial to the District.

For more information, the complete Request for Proposal (RFP) may be downloaded at <https://www.gspairport.com/bids-rfps-and-rfqs/> under "Current Opportunities".

I. INTRODUCTION

The Greenville-Spartanburg Airport District (District) is issuing this Request for Proposals (RFP) for the development of Phase 1 of an Air Cargo Facility (Project) at the Greenville-Spartanburg International Airport (GSP).

The successful proposer (Developer) shall develop an integrated Air Cargo Facility (Facility) of approximately 100,000 sq. ft. adjoining a new cargo apron being constructed by the District. At the Developer's sole expense, the Developer shall design and construct the Facility and associated airside and landside infrastructure pursuant to a lease agreement (Agreement) to be negotiated with the District.

II. SCHEDULE

DATE	ACTIVITY
January 10, 2018	Issue RFP
January 22, 2018	Non-Mandatory Pre-Proposal Meeting @ 1:00 p.m. ET
February 8, 2018	Deadline for Questions @ 5:00 p.m. ET
February 14, 2018	Final Addendum Issued (if necessary)
February 23, 2018	Proposals Due @ 2:00 p.m. ET
March 8 & 9, 2018	Scheduled Interviews
Mach 19, 2018	Anticipated Board Approval

The District reserves the right to modify the schedule above in its sole discretion. Any such modifications will be issued in an addendum as described in Section IV B below.

III. SCOPE OF PROJECT

A full scope of the Project for this RFP is attached hereto as **Exhibit A** including a description of all required services.

IV. RFP SELECTION PROCESS

A. POINT OF CONTACT

The point of contact for all submissions and correspondence regarding this RFP will be Kevin Howell, Senior Vice President/COO (POC) and may be reached via email at

khowell@gspairport.com. Submissions of questions, correspondence or requests for clarifications to persons other than the POC listed above will not receive a response.

B. INTERPRETATION AND ADDENDA

No interpretation or clarification regarding this RFP will be made verbally to any Proposer. Requests for interpretation or clarification must be submitted electronically via email to the POC. When submitting a request for interpretation or clarification, Proposers are requested to reference the RFP page and/or topic number pertinent to the question(s). All questions must be submitted no later than the date and time stated in the RFP Schedule for the submission of questions. Any questions received after the deadline will not be addressed.

Interpretations, clarifications and supplemental instructions from the District will be issued in the form of an addendum. All addenda will be posted to the GSP website at <https://www.gspairport.com/bids-rfps-and-rfqs/>, under the "Current Opportunities" section. **All interested Proposers are responsible for checking the website for addenda.** Proposers shall acknowledge their receipt and review of all posted addenda in their Proposal.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Proposers are warned that no other source is authorized to give information concerning, explaining or interpreting this RFP.

C. ATTEMPTS TO INFLUENCE THE SELECTION PROCESS

Except for clarifying written questions with the POC, after February 1, 2018 all proposers, including any and all persons acting on their behalf, are strictly prohibited from contacting any District employees or Greenville-Spartanburg Airport Board of Commissioners (Commissioners) on or regarding any matter relating to this RFP until an announcement of a contract award.

District reserves the right to disqualify any Proposer who contacts a Commissioner, District employee, representative, contractor, or agent concerning this RFP other than in accordance with the RFP.

D. PRE-PROPOSAL CONFERENCE

A non-mandatory Pre-Proposal Conference will be conducted on the date and at the time stated in the RFP Schedule above. The Pre-Proposal Conference will be held at the Greenville-Spartanburg International Airport – Terminal Conference Center. A site

visit of the proposed Project area will follow the Pre-Proposal Conference.

E. SELECTION CRITERIA AND MINIMUM REQUIREMENTS

Upon review and evaluation of all qualifying proposals, including any interviews that the District may elect to require, the Evaluation Committee will recommend a ranked list of Proposers, in its sole judgment, as most responsive in meeting the requirements and objectives of this RFP as set forth below.

The knowledge and experience of the team assembled for the proposal is critical. This will include design, construction, and management of projects of related size and scope, of air-cargo/warehousing projects, and of supporting airport infrastructure. Knowledge and experience of the aviation industry in general and the air cargo business in particular will also be weighed heavily. Experience in undertaking projects within the region, and familiarity with local business requirements and practices will also be considered. The reputation of the respondent for reliability, honesty, integrity, service, timely delivery of projects and efficiency in operations will also be considered. The evaluation panel will consider each response satisfying the Minimum Qualifications based on a judgment evaluation of several key elements in the proposals submitted. In alphabetical order, these include but are not limited to:

- Team Structure and Team Experience
- Technical Experience
- Experience with Comparable Airport Projects
- Financial Ability and Experience
- Proposed Design, Facility Concept/Recommendations, Development Plan
- Project Schedule (from agreement execution to completion)
- Proposed Overall Cost Proposal, Lease Agreement Terms
- Proposers References

F. EVALUATION COMMITTEE AND AWARD OF CONTRACT

The District President/CEO will appoint an Evaluation Committee to review all Proposals. As part of the evaluation process, the Evaluation Committee may engage in discussions with any Proposer to determine, in greater detail, the Proposer's qualifications and to learn about the Proposer's overall proposal to facilitate arriving at an agreement that will be satisfactory to the District.

District may, in its discretion, require one or more Proposers to make presentations to

the Evaluation Committee or appear before the Committee for an interview. During such interview, the Proposer may be required to present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments as the District deems appropriate.

The Evaluation Committee will consider all relevant materials and information in making its selection. The Evaluation Committee will recommend a ranked list of Proposers that it determines, in its sole discretion, is best able to complete the Project for the District.

If chosen, the Proposer's selection is subject to final agreement on all terms and conditions of the Agreement. If the District and the selected Proposer are unable to agree on the final terms, the selected Proposer will be dismissed and the District may, at their option, proceed with the next ranked Proposer.

The Commission may, in its sole and absolute discretion, accept or reject the recommendation of the Evaluation Committee, Agreement, and supporting ancillary documents. The District shall have no obligations under this RFP until Commission has formally approved the award of the Agreement to the selected Proposer and the Agreement has been executed by both parties.

G. CONSENT TO INVESTIGATE

The selection of the proposer will be based on a thorough investigation of the proposals submitted in response to this RFP. As part of the selection process, the District may request that Proposers provide additional information, including, without limitation, financial records, certified bank statements and/or other company records relevant to the Evaluation Committees review of the proposals. By submitting a Proposal, each Proposer consents to any investigation the District deems necessary.

V. FINANCIAL ELIGIBILITY AND DISQUALIFICATION OF PROPOSERS

A. FINANCIAL SECURITY

Prior to execution of the Agreement, the selected Proposer will be required to furnish District with a performance and payment bond (P&P Bond) under the Agreement. The amount and terms of the P&P Bond will be governed by the Agreement. The selected proposer is required to maintain the P&P Bond per the final agreement. As part of the proposal, a letter confirming the Proposer's ability to obtain a P&P Bond in accordance with the terms of the Agreement is required.

B. FINANCIAL CAPACITY

Proposer is expected to have the financial ability to move forward with the Project. Proposer shall submit financial information as outlined in Section IV, A.5. Upon inspection of the proposals, the District reserves the right to request any additional and all financial material it deems relevant in assessing the validity of the proposal. Such materials may include, without limitation, official bank statement(s), copies of account records certified by a CPA, or a letter of credit. As part of the Proposal, a list of any agreements or contracts where the proposer or agreement was terminated prior to completion including an explanation of why and a list of any past bankruptcies must be included.

C. DISQUALIFICATION OF PROPOSAL

Without in any way limiting District's right to reject any or all Proposals, Proposers are advised that any of the following may be considered as sufficient cause for the disqualification of a Proposer and the rejection of a Proposal: (i) failure to meet the experience and qualifications eligibility requirements set forth; (ii) submission of more than one proposal by an individual, firm, partnership or corporation under the same or different names, including the names it does business under; (iii) evidence of collusion among Proposers; (iv) improper communication as described in Section IV C. Proposals will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitation, unauthorized alternate proposals or other irregularities of any kind. All of the foregoing notwithstanding, however, the District reserves the right to waive any such irregularities.

VI. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

A. PROPOSAL FORMAT

Proposals must include the following written information. Proposers must organize their proposal to address each of the elements outlined and in the same order listed in this RFP. District desires all Proposals to be identical in format in order to facilitate the evaluation process. The submittal must consist of the following documents in the sequence shown below. A set of tabs to identify each part of the proposal should be labeled and inserted to facilitate quick reference. Failure to comply with the format requirements set forth herein may result in rejection of the Proposal. Proposals must be structured as follows:

1. Cover letter

The Proposal must include a letter of transmittal attesting to its accuracy and signed by an individual authorized to execute binding legal documents on behalf of the Proposer. In the single-page Cover Letter, Proposers summarize the firm or team and its approach. The Cover Letter should also include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, telephone numbers, and email addresses. The letter should identify the primary contact for the proposer. Contact information should include a valid e-mail address and telephone number.

Each Proposer shall make the following representations and warranty in the Cover Letter, of which the falsity whereof may result in rejection of its Proposal: **“The information contained in this Proposal or any part thereof, including its Forms, Attachments, Exhibits and other documents and instruments delivered or to be delivered to the District, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the District as to any material facts.”**

2. Experience with Comparable Projects

- Describe your experience in the design, planning, development, financing, management, and operation of an on-airport or off-airport air cargo, distribution or logistics facilities with descriptions of at least three (3) comparable projects in the previous five (5) years.
- Specify where the projects took place, references for each project, and each project's current status.
- For each project, please include the planned and actual development period and budget, and reasons for variance if applicable.

3. Team Structure and Team Experience

- Indicate the length of time the respondent has been in business, and/or whether a specific partnership or corporation would be formed solely for this project. If the entity is comprised of more than one company, the identities, roles, and relevant experience of each company must be included.
- Provide the following:

- An organization chart detailing the functional composition and reporting structure of the entire development team.
- A description of each participating firm and the expertise it offers, any existing or previous affiliation with each other, to include partnerships or joint venture agreements.
- A brief description of comparable, relevant projects on which each firm has worked in the past. References for each project should also be provided.
- Resumes of the key staff of each firm (indicating relevant projects), who are expected to fill substantive roles in this project if the firm is selected.
- The names and titles of the principals who would negotiate the agreement.
- Describe any relevant experience in dealing with municipal and state governmental issues and problems impacting development projects in the local area.
- Provide any other information in summary format you believe will be helpful and particularly relevant in evaluating the business, technical and financial capabilities of your organization in undertaking a project of this magnitude.

4. Technical Experience.

It is anticipated that development teams may be formed in order to successfully address the complete scope and range of skill sets required by this solicitation. Qualifications will be assessed on demonstrated knowledge and experience in the following areas for projects of comparable size and scope. Project experience for each relevant team firm should be described. Where appropriate, please indicate major tenants/projects with which the team has been involved. Describe your technical experience in the following areas and give a brief example:

- **Project Planning and Design:** This will include planning and construction projects, related elements of air cargo facility design, site planning, FAA design criteria and project development requirements, architectural design, site infrastructure, and landscape architecture.
- **Construction:** This will include site preparation, construction of utility infrastructure, construction of airport or air cargo facilities, roadway connectivity and phased construction development.

- **Leasing / Tenant Lease Agreements:** This will describe typical subleasing arrangements including insurance, safety, and utilities, as well as other areas that you feel would be of particular interest.
- **Security:** This will include providing for security during and after construction, personal and facility security and safety, as well as incorporating airport and air cargo security requirements (TSA/FAA requirements), both anti-terror and anti-theft into project design.

5. Financial Ability and Experience.

This section requires you to describe your ability to financially support the project.

- a. Furnish a statement of total assets and net worth accompanied by:
 - 1) A copy of the three latest audited annual financial reports.
 - 2) A copy of the prospectus or official statements or your latest security filing, if any.
 - 3) A description of level of capitalization to include, existing bank lines of credit, demonstrated cash equity, and guarantees of equity sufficient to successfully complete a project of this size and magnitude.
- b. List your gross revenues for each of the past five (5) years. If you owned another business within the last five (5) years and are using that experience, please provide gross revenues for that business.
- c. List any other name and/or ownership structure under which you may have operated. Indicate if none.
- d. Discuss if you or any of your principals have ever had a bond or surety canceled or forfeited. If yes, name the bonding company, date, amount of bond, and reason for such cancellation or forfeiture. Indicate if none.
- e. Discuss if a charge of unfair or deceptive or anti-competitive business practices, or of fraud, criminal conduct, or civil or criminal antitrust violation, has been brought against your firm or any of its principals. Indicate if none.
- f. Discuss any contracts or leases that have been terminated within the past five years, either voluntarily or involuntarily, prior to their normal expiration. Also list any judgments terminating, or any pending lawsuits for the termination of, any lessees or operating agreement(s) operated by the firm

within the past five (5) years. Indicate if none.

- g. Describe any judgment or filing of bankruptcy or any other insolvency statute or any appointment of a receiver, trustee or liquidator of all or substantially all of firm's assets or any other partner or principal owner of the firm. Indicate if none.
- h. Describe any legal dispute with an airport or regarding an airport-related development with which the firm has been involved in the past five years.

6. Facility and Site Design

Describe facility design goals and objectives, including security, aesthetics, practicality in a single and/or multi-tenant cargo environment, and effective integration of the site into the rest of the airport. The overall Facility should be designed in such a way to minimize maintenance requirements and enhance the efficiency of all components of the site. The final design must be consistent with the overall GSP campus.

A conceptual Site Plan (indicating auto parking, site lighting, utilities, proposed site access and egress, etc.) is required. Additional requirements are:

- Landside Plan (indicating truck docks, vehicle maneuvering, etc.)
- Building Footprints with General Interior Layouts
- Overall Building Section Building Elevations
- Building Perspective(s) rendered in color

To the extent the facilities permit, the prospective Developer is encouraged to provide an architectural solution which is the product of its own expertise with other air cargo and related service activities or similar warehouse and industrial facilities and is in keeping with the aesthetics of the GSP campus.

Fully detailed design and construction drawings are not required at this time.

7. Development Financing Plan

Provide a financing plan describing the structure of the project addressing the following:

- a. The estimated amount of capital required to complete the project, how such capital would be raised, and the source.

- b. Which members of your team will contribute equity and at what level? Will other entities participate and how much equity capital would each contribute to the project? What percent of the project costs will be equity?
- c. If there is a debt component, who would be the issuer of such debt? Would you anticipate that any such debt would be issued on a taxable or tax-exempt basis? What would be the security for such debt? Would your firm or team provide a corporate guarantee for such debt? If the debt is secured only by revenues to be derived from the operation of the project, approximately what credit rating do you expect it to receive?
- d. If appropriate, list other comparable projects where a similar financing plan has been used.

8. Insurance

Proposer must demonstrate the ability to obtain liability insurance covering risks during and after construction as well as ongoing operation during the term of the lease and with minimum limits satisfactory to District. The successful Proposer will be responsible for all-risk casualty insurance with respect to the Facility to the extent of 100 percent of the replacement value of the Facility during the term of the lease.

9. Exceptions

A separate section that states in writing all exceptions to this RFP. Exceptions should list referencing page and paragraph numbers. If no exceptions are taken, the proposal must include a statement that the bidder takes "No Exceptions".

10. Additional Forms & Information

- a. Qualifications and supporting documentation
- b. Proposed concept
- c. Proposed schedule
- d. Proposed cost and terms
- e. References
- f. Letter from Insurance Company Confirming Proposer's Ability to Meet Insurance Requirements

- g. Letter from Surety Confirming Proposer's Ability to Meet Performance and Payment Bond Requirements

B. SUBMISSION REQUIREMENTS

Proposers must submit five (5) complete Proposals signed in ink by a company official authorized to make a legal binding offer and an electronic version on a flash drive in searchable Adobe Acrobat .pdf format no later than the date and time set forth in the RFP Schedule above. Submission may be by mail or hand-delivery as follows:

Greenville-Spartanburg Airport District
Attn: Kevin Howell, Senior Vice President/COO
2000 GSP Drive, Suite 1
Greer, SC 29651

Proposals will be time and date stamped upon receipt (by either mail or hand-delivery).

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than twelve (12) points. Proposals are limited to 50 pages. Failure of the Proposer to organize the information required by this RFP as outlined herein may result in the District, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP.

Appendices for certain technical or financial information may be used to facilitate Proposal preparation and will not count towards the page limit.

C. Proposal Security

Each Proposal shall be accompanied by a proposal bond ("Proposal Security") in the amount of \$10,000. In lieu of a proposal bond, a Proposer may submit the Proposal Security in the form of cash or a cashier's check or certified check on a bank or trust company insured by the Federal Deposit Insurance Corporation, made payable to District. The Proposal Security of unsuccessful Proposers shall be returned to such Proposers. If a successful Proposer fails to execute and deliver the Agreement or to forthwith provide the insurance or letter of credit required by the Agreement, the Proposal Security shall become the property of District. If a successful Proposer does execute the Agreement and provide the aforementioned documentation, the Proposal Security will be returned to the successful Proposer.

D. WITHDRAWAL OF PROPOSAL; CORRECTION OF ERRORS

Withdrawal of the proposal may occur at any time prior to the submission deadline as set forth in the RFP Schedule above, by written request. A request to withdraw a Proposal by telephone or facsimile shall not be considered a valid request to withdraw a Proposal. Withdrawal of one proposal will not preclude the submission of another timely proposal, but no withdrawal will be allowed after the submission deadline.

If Proposer desires to amend a submitted Proposal before the Proposal Due Date, Proposer must follow the withdrawal procedures described in this Section and resubmit the amended Proposal on or before the Proposal Due Date in a manner consistent with the Submission Requirements. Where there are corrections prior to submission, the Proposer's representative signing the Proposal must initial erasures or other corrections in the Proposal. The Proposer further agrees that in the event of any obvious errors, the District reserves the right to waive such errors in its sole discretion.

E. PROPOSAL TERMS FIRM AND IRREVOCABLE

The signed Proposal shall be considered a firm offer on the part of the Proposer for one hundred and twenty (120) days. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by the District. The selected Proposer should be prepared to have its Proposal and any relevant correspondence or documentation incorporated into the Agreement, either in part or in its entirety, at the District's election. Any false or misleading statements found in the Proposal may be grounds for disqualification and termination of the Agreement.

This RFP does not constitute an offer by District. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the District unless the District and the Proposer execute an Agreement following award of such agreement by the Commission.

VII. RFP TERMS AND CONDITIONS

A. DISTRICT'S RIGHTS AND OPTIONS

District reserves the following rights, which may be exercised at District's sole discretion:

1. To supplement, amend, substitute, withdraw or otherwise modify this RFP at any time;
2. To issue additional requests for information;
3. To require a Proposer to supplement, clarify or provide additional information in order for District to evaluate its Proposal;
4. To conduct investigations with respect to the qualifications and experience of each Proposer;
5. To waive any defect or irregularity in any Proposal received;
6. To share the Proposals with Commission and/or other District employees other than the Evaluation Committee as deemed necessary;
7. To award all, none, or any part of the scope of work set forth in this RFP that is in the best interest of District with or without re-solicitation;
8. To discuss and negotiate with selected Proposer(s) any terms and conditions in the Proposals including but not limited to financial terms;
9. To enter into any agreement deemed by District to be in the best interest of District;
10. To reject any or all proposals submitted; and
11. To re-advertise for proposals using this RFP or a different RFP for solicitation.

B. ACCURACY OF RFP AND RELATED DOCUMENTS

District assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this selection process. In addition, District will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents other than those provided by District through the issuance of addenda. In no event may a Proposer rely on any oral statement in relation to this RFP.

Should a Proposer find discrepancies or omissions in this RFP or any other documents provided by District, the Proposer should immediately notify District of such discrepancy or omission in writing and a written addendum may be issued if District determines clarification necessary. Each Proposer requesting a clarification or interpretation will be responsible for delivering such requests to District as directed in Section IV B of this RFP.

The information contained in this RFP and attachments, hereto, and any addendum that may be issued, has been obtained from sources thought to be reliable, but the Commission, the District and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

C. PROPOSER'S COST OF PROPOSAL PREPARATION

Proposers are responsible for any and all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable).

D. REPRESENTATION BY BROKER

The District will not be responsible for any fees, expenses or commissions for brokers or their agents. Communications by or between employees of or contractors to the District and any potential or actual respondent broker or agent are not to be construed as an agreement to pay, nor will the District pay any such fees, expenses or commissions. By submitting its proposal, respondent agrees to hold the District harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

E. RIGHT TO TERMINATE NEGOTIATIONS/DISCUSSIONS

The Proposer's participation in this process might result in District selecting the Proposer to engage in further discussions including the negotiation of the Scope of Work and compensation. The commencement of such discussions and negotiations, however, does not signify a commitment by District to execute the Agreement or to continue discussions and negotiations. District may terminate discussions and/or negotiations at any time and for any reason prior to the execution of a binding contract by the District, and either abandon the selection process or select another Proposer with whom to enter into negotiations.

F. OWNERSHIP AND PUBLIC RECORDS LAW

All proposals and supplementary material provided as part of this process will become the property of the District. Proposers are advised that all information included in the material provided may become available to the public. Proposer may designate information confidential that is considered a trade secret or confidential under South Carolina Statute, however District reserves the right to make the final determination on if the material marked confidential in fact meets the statutory requirements. In submitting a proposal, each Proposer agrees that the District may reveal any trade secrets or confidential information to the Commission, District staff, consultants or third parties assisting with this RFP and resulting Agreement. Where information is marked Confidential or Trade Secret, Proposer agrees to indemnify and hold harmless the District and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material which Proposer has designated as a trade secret or confidential.

G. DISCLAIMER

The information contained in this RFP and attachments, hereto, and any addendum that may be issued, are provided to assist prospective Proposers in the preparation of proposals. The information has been obtained from sources thought to be reliable, but the District and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

H. BUSINESS LICENSE AND VENDOR REGISTRATION

The selected Proposer is required to be licensed to provide the Work in the State of South Carolina prior to execution of an Agreement.

Exhibit A – Overall Project Scope

I. BACKGROUND AND SCOPE

The Greenville-Spartanburg Airport District (District) is soliciting proposals to develop Phase 1 of a new air cargo facility at the Greenville-Spartanburg International Airport (GSP). For the past several years GSP has experienced steady growth in air cargo. Growth has been experienced in the package integrator segment with FedEx and UPS and the charter cargo sector with various on-demand operators and multiple freight forwarders. GSP has also experienced more recent expansion with new all-cargo freighter service led by freight forwarder, Senator International, with 747-400 service three times per week from GSP to HHN.

With these changes in air cargo service, the District has started the initial step to expand air cargo facilities at GSP. The District is currently wrapping up design on Phase 1 of a new approximately 13-acre cargo apron with a connecting taxiway. Future phased expansions of this cargo apron could accommodate up to six FAA Design Group V aircraft.

Simultaneous to the District's investment in the new cargo apron and airfield connection, the District is soliciting a development partner (Developer) for a new 100,000 square foot air cargo facility to be located immediately adjacent and connected to the new cargo apron. The Developer shall be responsible for designing, financing and constructing the new cargo facility pursuant to a final lease agreement with the District.

Phased Cargo Development / Areas of Responsibility

1. Design and Construction of Cargo Apron Phase 1 (13-acres) by District
2. Design and Construction of Cargo Facility Phase 1 (100,000 sq. ft.) by Developer
3. Future Expansion of Phase 1 Cargo Apron (TBD)
4. Future roadway extension to Phase 2 Cargo Apron Expansion site (TBD)
5. Future Expansion of Phase 1 Facility to 150,000 total sq. ft. (TBD)
6. Future Phase 2 – Additional Cargo Facility (100,000 sq. ft.) (TBD)

Only the initial Phase 1 Cargo Facility development is represented by this RFP solicitation process (see Exhibit B). The additional phases of future cargo development are illustrated in the conceptual drawing attached as Exhibit C.

The successful proposer (Developer) shall design and construct an integrated Air Cargo Facility (Facility) to adjoin the new cargo apron by the District. At the Developer's sole cost and expense, the Developer shall design, finance and construct the facility including landside infrastructure (truck court, roadway connection, etc.) pursuant to a final lease agreement with the District. The completed project is envisioned as a multi-tenant air

cargo facility with cargo apron ramp (provided by District). See Exhibit C - Ultimate Buildout Concept. The new cargo facility will be leased exclusively by the District with the ability for the District to sublease to air cargo operators or freight forwarders. The District also requests a buy-out option as part of the final agreement.

The District is interested in seeing that the Phase 1 Facility is creatively designed and constructed by the Developer so as to attract, accommodate, retain and grow existing and future air cargo customers to GSP.

II. SCOPE OF SERVICES/GENERAL REQUIREMENTS

A. Development Goals

1. Create a new air cargo facility that provides a modern cargo facility with an emphasis on security, safety, and service and an ability to expand in the future as operations grow;
2. Accommodate the operating needs of the District, tenants and air cargo operators in a cost effective, efficient environment;
3. Shift the burden of financing and management of the development to a development partner, with a viable business agreement that provides for reasonable developer returns, and enables the District to exercise appropriate discretion and control; and,
4. Be operational by first quarter of 2019 or sooner as the apron and taxiway connector are completed.

B. Project Details

The final project building layout may vary slightly based on the nature of the selected proposal. In general, the entire site encompasses approximately 75 acres. The Phase 1 apron area (by the District) is approximately 13 acres. The Developer's building area for development of Phase 1 comprises approximately 10 acres), bounded to the west by Taxiway L (parallel to Runway 04/22), to the east by Gateway Drive (to be extended to the Phase 1 site by the District), to the north by the existing Fed Ex facility, and to the south by the cargo apron (under development by the District). The site will have direct access to the new cargo apron (by the District).

The Developer shall design, develop, implement, finance, construct, and manage the site improvements necessary for the building, vehicle parking and truck court areas.

Developer is solely responsible for all costs associated with the Project to include planning, design, financing, construction and management.

C. Design Guide/Design Criteria

General Requirements

Subject to the District's approval of submitted plans, drawings, and specifications, the Developer will be responsible for the design, construction, and operation of the Facility. The building site as shown in Phase 1 on the attached Exhibit "B" consists of approximately 10 acres exclusive of the aircraft ramp.

The Facility is to utilize and adjoin the new adjacent cargo apron (by District) for loading/unloading positions capable of simultaneously accommodating two FAA Aircraft Design Group V cargo aircraft. The Developer is to provide a 100,000 sq. ft. warehouse with 10,000 sq. ft. of office and support space, truck docks, truck court area and automobile parking (75 parking spaces) to support the Facility.

It is the District's expectation that the Developer will complete design and construction of the Facility in conformance with the project schedule submitted with this proposal and predicated upon execution of the final agreement with the District.

Phase 1 of the Project will include a building with cargo warehouse (100,000 sq. ft.) and office support space (10,000 sq. ft.) with adequate truck docks, truck court and vehicle parking. A future expansion of the Phase 1 building is envisioned that would bring the total building to 150,000 square feet. The building to be constructed is to remain entirely within the building limit line and in accordance with and subject to all restrictions and criteria indicated in this RFP and its exhibits and attachments. They are to be designed to optimize square footage with maximum flexibility to be suitable for a single tenant and/or possible subdivisions for multiple tenant occupancy. The design should provide for secure, flexible, movable demising walls to separate tenants. The building(s) layouts must allow each applicable tenant easy, unrestricted access to the airside (aircraft apron) and/or landside (truck dock/truck court) and to assigned office support space and other areas which are necessary and/or supportive of the efficient operation of the Facility and each tenant. Building areas provided by the Developer and their subdivision must support cargo staging, inspection, storage, make-up, security and isolation, as well as ground service equipment all as may be required or as is customary in the air cargo industry.

The ratios of "landside" areas and facilities including proposed truck docks, truck maneuvering, truck parking and make-up areas, trailer and container storage areas and areas set aside for employee and visitor parking, to the number of aircraft positions, to the various functional building areas, and others at the Complex must also be consistent with industry practices. In any case, all of the above-mentioned improvements and appurtenances and vehicular and employee or pedestrian circulation corridors, aisles, space and areas must be provided entirely within the

site's limit line as shown in the Attachments and must be provided to the extent necessary and in a manner to support all of the operations of the Facility.

Building Components

- Warehouse Approximate dimensions: 200' x 500'
- Tilt-wall construction
- Warehouse to be heated and ventilated
- Warehouse to include floor drains
- Warehouse to include 2,500 sq. ft. conditioned area for AVI cargo
- Warehouse to include a high-value secured cage / storage area
- Airside canopy 30'
- Minimum of two (2) Q7 size doors on both sides.
- Secured truck driver waiting area with separate restrooms and vending area
- Terminal warehouse operator offices
- Ground handler offices
- Pilot and flight crew lounge / waiting area with separate restrooms and vending area
- Freight forwarder office(s)
- Aircraft Operator office(s)
- Associated Common Areas
- Two secured vehicle access gates to be located on either end of the building (tied to existing GSP access control/security system and CCTV system) for vehicle access to airside apron
- Employee parking lot(s) to be separated from the truck court
- Project site must comply with the GSP Landscape Master Plan standards

Site

The District will provide the Developer a prepared site +/- 1' of final grade (grades are based on a building approximately 200' deep and a truck court elevation of 4' lower than the building finish floor) and clear of any known environmental conditions. The District will extend Gateway drive to the northeast corner of the site and provide a curb cut for the developer to extend the necessary driveways/drive lanes to the Project.

Disclaimer

Certain site conditions, construction limits and restrictions, boring locations, grade elevations, utilities and curb cuts, geotechnical data and other information may be indicated on the exhibits and other attachments to this request for proposal. Notwithstanding any such indication and notwithstanding and without limiting any term or provision of this request for proposal, the District, in providing any

information, technical or market data, reports (as to test borings and otherwise), studies and documentation as part of this request for proposal, including all exhibits and attachments hereto or as may be provided hereafter, does so with the understanding and agreement that it shall not be held responsible for and does not represent or guarantee the accuracy, completeness or pertinence of any such information, technical or market data, reports, studies or documentation including without limit, as to the number, location and kind of utility lines, systems or facilities, other improvements, vehicular and aircraft access, courses and distances, drainage, test boring number/locations, etc. Further, the District shall not be held responsible for any conclusions whatsoever drawn either from such indications, conditions, circumstances or developments present on, adjacent to or near the site, including without limit, as to access, curb cuts, taxiways, roads, means of drainage, utilities, etc.

D. APPLICABLE LAWS, CODE REQUIREMENTS, AND STANDARDS

The site is located in Spartanburg County and the GSP Environs District. AHJ for all building permits is Spartanburg County.

The Developer and each subtenant shall comply with all environmental guidelines and standards, laws, ordinances and governmental rules and regulations, orders, codes, and standards including "GSP Rules and Regulations" and other requirements of the District now or at any time during the construction of the Facility applicable to or which would affect the design, construction, occupancy, or operation of the Facility.

Developer shall comply with all laws, rules, regulations, requirements, orders, and directives of government authorities, including without limit, those relating to environmental requirements.

The Developer is responsible for the payment of all taxes, assessments, excises, charges or levies, and all licenses, registration, franchise, examination or other fees, in connection with the construction and operation of the Complex.

E. Fire Alarm System

The Developer shall provide and install addressable Fire Alarm Stations (fire alarm boxes) consistent with local building code requirements. The fire alarm system provided must transmit all fire alarm and supervisory alarms to a central station supervisory service and the GSP "Edwards Fire Alarm" campus fire alarm system utilized by the District. The Developer shall make the necessary arrangements with a "Central Station" alarm company for this service.

F. Utilities

All utilities will be extended to the northeast corner of the site by the District. The developer will be responsible for extending utilities to the building as necessary. Developer at its own cost and expense is responsible for tying into and hooking up to utilities including, sanitary and storm sewers. The Developer shall make all necessary arrangements with the utilities supplying service. Any existing utility systems serving the site which will not be used in the Complex must be secured and terminated by the Developer in a manner approved by District. The Developer is responsible for all costs related to connecting utilities to the Facility.

G. Paving

All paved areas must include curb and gutter. Landside pavements can be asphalt pavement. All airside pavements shall be concrete. All drive lanes / drive ways utilized by trucks will be heavy duty (HD) asphalt appropriate for the expected load and traffic. All truck and trailer parking positions located within flexible pavement shall include concrete paving at the landing gear locations.

H. Geotechnical Data

Limited geo-tech investigation reports, including borings taken will be provided to Proposers for reference only.

I. Excavation Requirements

The Developer, at its cost and expense, shall dispose of any excavated material consistent with all appropriate environmental requirements and with the Agreement. A possible waste site on GSP property may be arranged with the District as part of the final Agreement for clean suitable fill material only (no blast rock, large rock or unsuitable materials). Developer shall be responsible for all associated costs for waste site and hauling.

J. Exterior Signs

Exterior signs including exterior building signs (including logos, symbols, etc.) must be approved by the District. Signage plans must be submitted for review and approval. Directional signage to the Facility must be integrated into the existing airport signage program. Developer is responsible for all associated signage expenses.

K. Physical Protection of Facility

Developer shall design and construct the Facility to minimize and prevent damage to

interior and exterior walls and other building elements which could be inflicted during normal cargo operations (e.g. damage caused by fork-lift vehicles) and Proposers must describe measures to accomplish this in its proposal.

The Developer will be responsible for providing a secured vehicle gate (connected to existing airport access control system and CCTV system) and drive lane on both ends of the new cargo building.

Developer shall design and construct the Facility to provide maximum security for the movement and storage of cargo to include all necessary security fencing, the ability to accommodate CCTV, bonded areas, etc.

L. Lease Agreement

The Developer is required to enter into an agreement with the District containing the standards and conditions which will govern the development and lease of the Facility and such other terms as the District may require, plus such provisions as result from the successful applicant's proposal. Lease term is to be 20 years. The Agreement will also include a buy-out provision executable by the District upon completion of the Project or any year thereafter. Lease agreement to be triple net.

III. MINIMUM QUALIFICATIONS

Proposer's team must meet the following minimum qualifications. Any proposal that fails to provide evidence of the following minimum qualifications will be rejected and not evaluated.

Each proposer must submit evidence that it satisfies the following Minimum Qualification Requirements:

- Designed and developed an on-airport or off-airport, single-tenant or multi-tenant cargo, logistics or distribution facility with a minimum of 100,000 square feet in the previous five (5) years.
- Financed or secured financing for project comparable in design and construction costs in previous five (5) years.

IV. PROPOSAL REQUIREMENTS

It is the responsibility of each submitting entity (the firm or combination of firms participating in the selection process) to ensure that its response is complete, and consistent with the format set forth in this RFP. Incomplete or unstructured submittals may be considered non-responsive and result in rejection. Given the size, scope, and

ongoing operating environment of this project, firms must clearly demonstrate that they have the financial capacity, as well as development experience, and an understanding of the air cargo and airport operating dynamics. It is absolutely essential that this effort proceed with minimum disruption to existing airport tenant and their operations. It is preferable that Proposers have experience developing and/or operating an air cargo facility at a commercial airport included on the Project team.

To facilitate review and comparison of all documents, proposals should be submitted in a simple and economical manner, free of unnecessary promotional materials, and in the English language. Responses should be specific, and should not include general background and general marketing materials. Company brochures may be submitted, but are not acceptable for demonstrating experience and technical expertise. All numerical data should be provided in dollar-foot-pound-ton-seconds units of measurements. This solicitation or any part thereof may be incorporated into and made part of the final agreement between the Proposer and the District.

Proposals must be submitted in the specified format, should be responsive to the requests for information in this RFP, and should be sufficiently detailed and contain all information necessary to a complete evaluation.

V. BADGES AND KEYS

Developer shall badge a sufficient number of employees to satisfactorily complete its obligations under the Agreement. This will require a background check made through a fingerprint process. Developer is responsible for the cost of badging. The current fee for identification badges is \$56.00 per badge for the badge, security threat assessment, and for fingerprinting.

Developer shall return all badges upon completion of the Project. Additionally, Developer shall immediately return an employee's badge when that employee is no longer employed by Developer. Developer shall be responsible for any fines for badges not returned and any fees for any replacement badges.

Developer is responsible for all keys or badges issued to Developer's employees. Such keys or badges may not be duplicated. Developer shall return any or all keys or access cards to District when requested by District. If the loss of keys or access cards requires changing the combination of locks or changing other access equipment, the cost of such labor and material may be charged to Developer at the discretion of District. Replacement of lost or damaged keys or badges will be provided at Developer's expense. Any fines or civil penalties assessed to District caused by Developer negligence is the responsibility of Developer.

VI. RECORDS/FINANCIALS

In submitting proposals on any item to be purchased by District, the proposer agrees to make available any and all records, books of account, correspondence, or other information reasonably necessary to enable District or its designated agents to investigate the responsibility of the proposer in terms of its financial status, capacity to produce, sources of supply, performance record in the business or industry, and any other matter reasonably related to the proposer's probable ability to perform adequately under a contract if it is awarded to the proposer.

VII. GRATUITIES AND KICKBACKS

It is a breach of ethical standards for any person to offer, give, or agree to give any Commissioner, employee or agent of the District, or for any Commissioner, employee, or agent of the District to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any District employee or consultant, the proposal shall be disqualified and shall not be reinstated.

VIII. NON-COLLUSIVE VENDOR CERTIFICATION

By the submission of this proposal, the proposer certifies that:

The proposal has been arrived at by the proposer independently and has been submitted without collusion with any other proposer.

The contents of the proposal have not been communicated by the proposer, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.

No proposer may submit more than one proposal. It is the responsibility of each proposer to obtain the prior written permission of District before proposal opening in every situation in which the proposer, due to corporate association or other affiliation, may be found to be impermissibly associated with another proposer. Failure to observe this requirement could result in all such affiliated proposals being rejected.

IX. RFP CONDITIONS AND PROVISIONS

The terms and conditions of this request for proposal (RFP) include all general and special conditions as enumerated herein.

All participating Proposers agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Should District omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the proposer shall notify the POC prior to the deadline for question submissions as per the time and date shown in the Schedule.

All Proposers are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

Unit price for each item must be shown for the unit of measurement indicated. In case of error in extension of prices, the unit price governs.

Each proposer shall fully acquaint and familiarize themselves with the conditions as they exist and the Project to be carried on under the proposed Agreement, and make such investigations as the proposer may see fit so that the proposer shall fully understand the facilities, physical conditions and restrictions associated with the project site. District makes no representations, warranties or guarantees that the information contained in this RFP is accurate, complete or timely or that such information accurately represents the conditions that would be encountered by the Developer now or in the future. Proposers agree that the furnishing of this information by District does not create and may not be deemed to create any obligation or liability upon District for any reason whatsoever and Proposers, by submitting a proposal, expressly agree District is not liable or responsible in any manner whatsoever.

The successful proposer shall comply with all of the specifications, terms and conditions of this RFP.

District is not liable for any costs incurred by proposer in the preparation of proposals or for any work performed in connection therein.

Exhibit B – Phase 1 Project Site

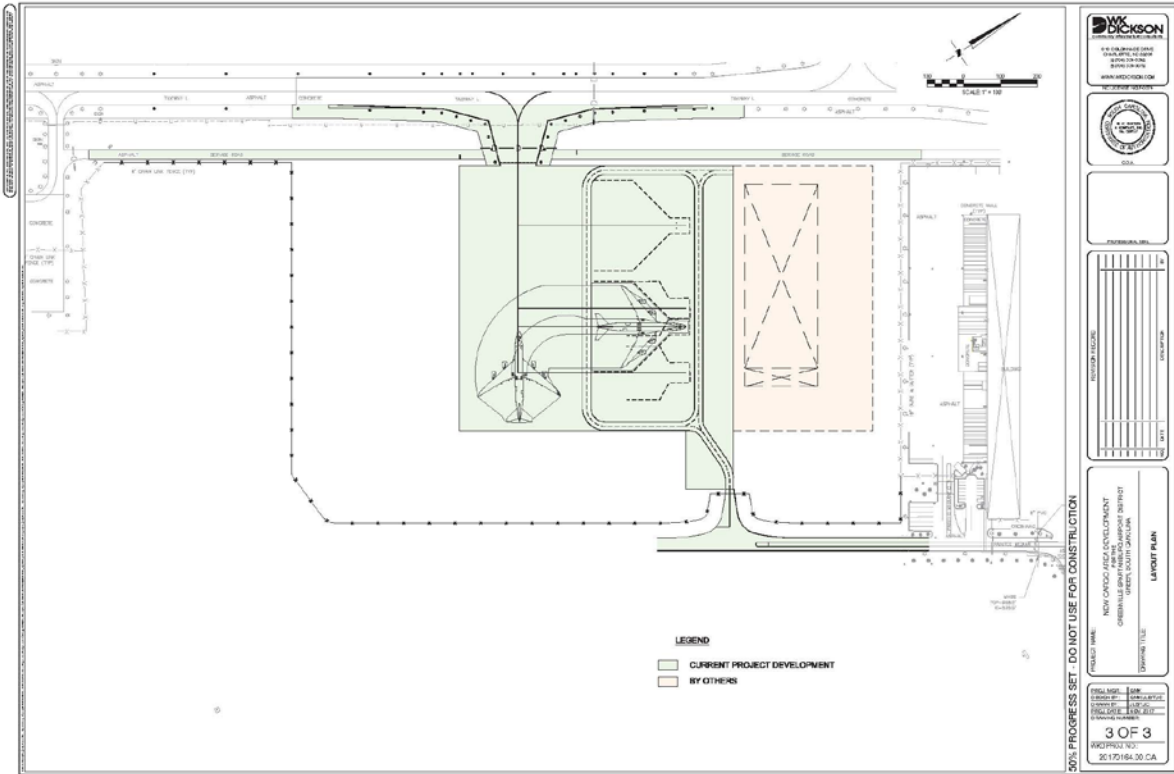


Exhibit C – Ultimate Buildout Concept

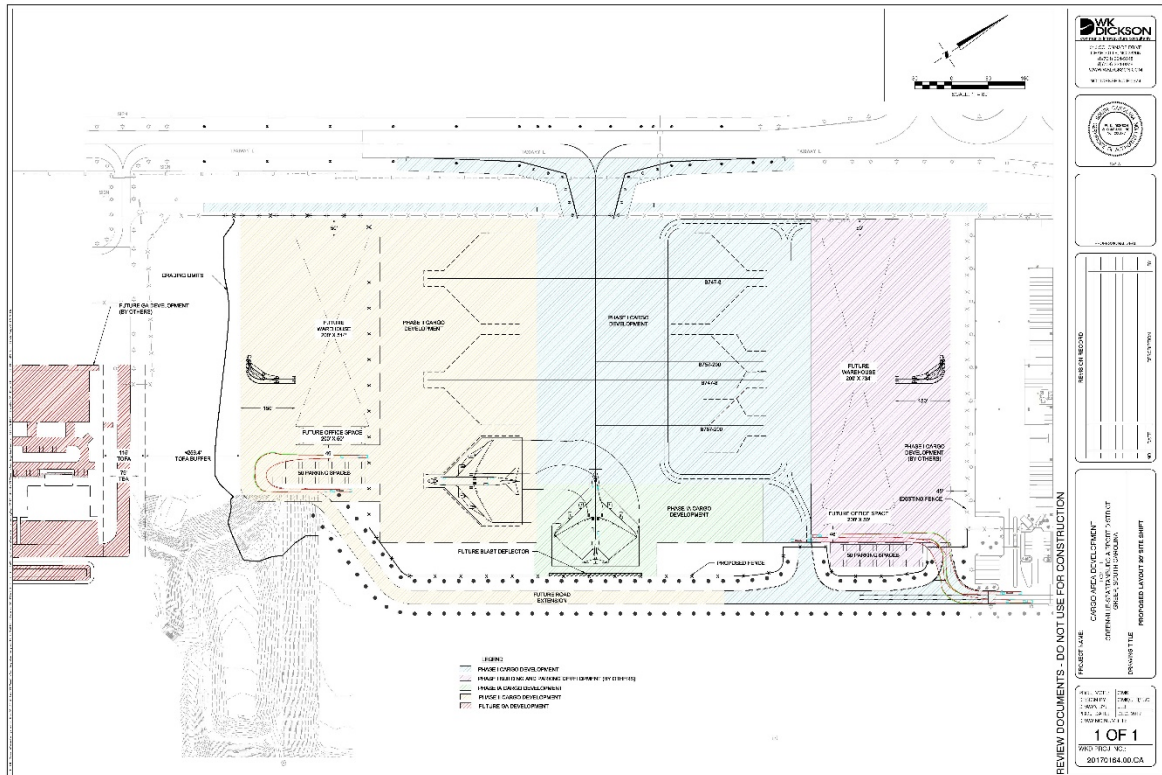


Exhibit D – Phase 1 Sitework Phasing Plan

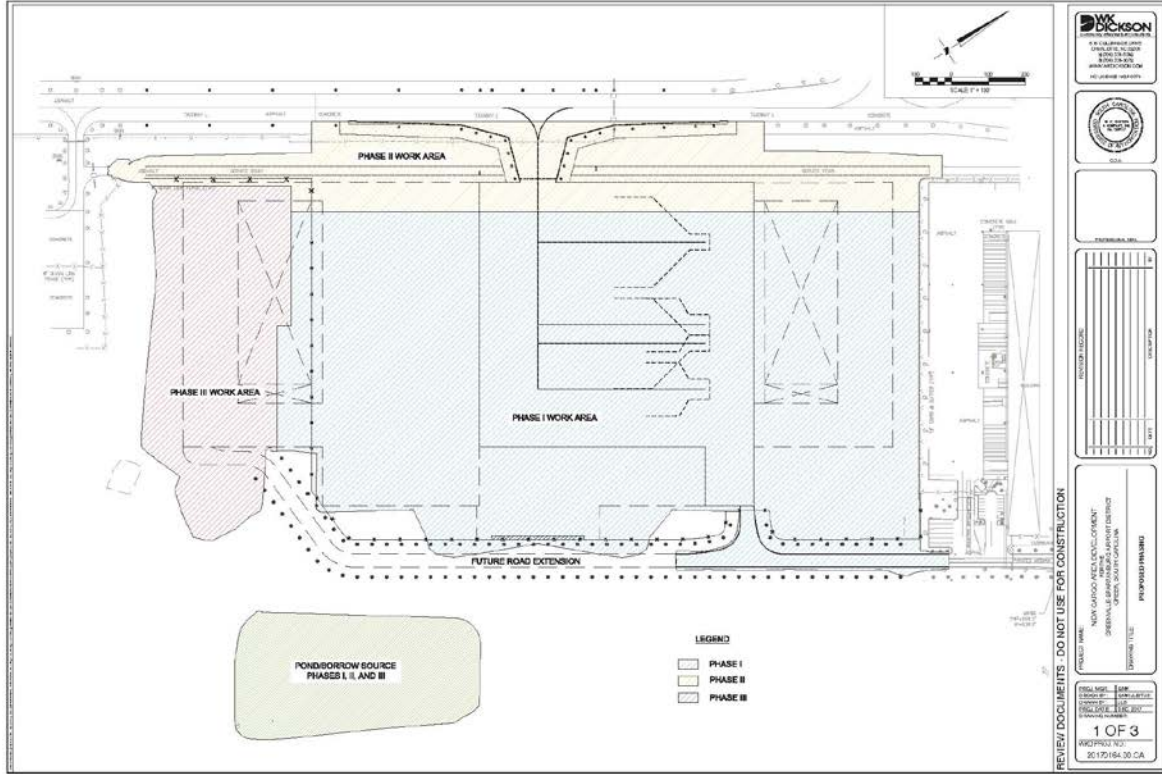


Exhibit E – Overall Site Drainage Plan

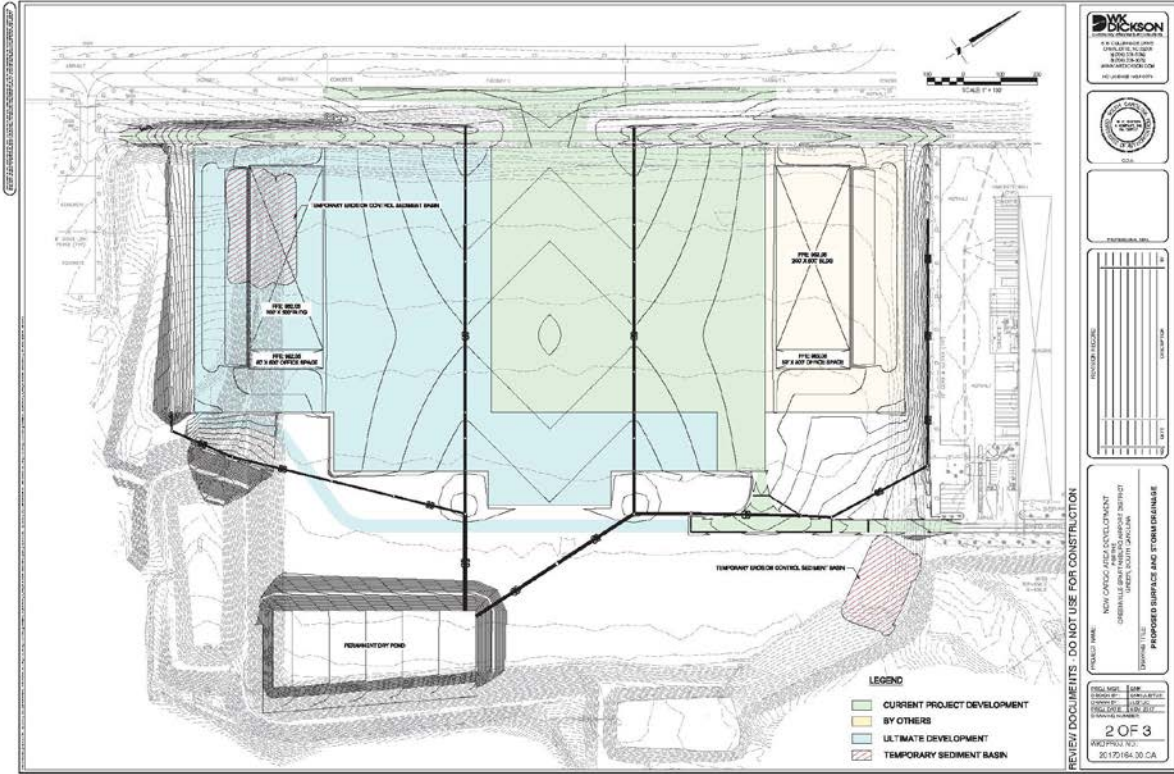


Exhibit F – Geo Technical Report

(geo technical report is available to Proposers via separate download with the RFP document on the GSP website under “Current Opportunities”)