



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

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REQUEST FOR PROPOSALS (RFP)

AIRPORT OPERATIONS AND MANAGEMENT SERVICES FOR THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT

RFP# 22-23-004

RFP Release Date: 04/03/2023

Mandatory Pre-Proposal Date: 04/21/2023 10:00 AM MST

Proposal Due Date: 05/17/2023 2:00 PM MST

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the performance of services required to manage, operate, and maintain the Truth or Consequences Municipal Airport (AIRPORT). If selected, the successful Respondent will exclusively negotiate with the City for a sufficient period, currently expected to be 30-45 days, to determine specific terms and provisions of an agreement that will include all or part of the services necessary to provide professional management and operation of airside and landside facilities at the Airport.

B. BACKGROUND INFORMATION

The AIRPORT provides Jet A and Avgas fuel, hanger rental, and a pilot's lounge. Currently, the AIRPORT fuels 20-50 aircraft per month and has 44 aircraft hangers. The AIRPORT serves military, private, Forest Service, and emergency flights.

City Resources Available for Respondent:

The City will provide facilities for the successful Respondent to operate from as well as the ability to utilize existing CITY resources. The CITY intends to assign one paid CITY staff person to the Airport to be a point of contact between the CITY and the successful Respondent, to manage the contract with the successful respondent, and to address leasing of AIRPORT property and managing grants.

C. SCOPE OF PROCUREMENT

The City of T or C intends to enter into an initial one (1) year contract with the successful Respondent for the services contemplated by this Request for Proposals. Any such contract will be subject to approval by the City of T or C Commission, availability of funds and other terms and conditions. In no such case will the contract including all renewals exceed a total of four (4) years in duration. The successful firm shall commence work only after the full execution of a contract between the City of T or C and the chosen firm(s), the transmittal of a Purchase Order with an issuance of a Notice to Proceed.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. CHIEF PROCUREMENT OFFICER

The City of Truth or Consequences has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose address, telephone number and e-mail address are listed below:

City of Truth or Consequences
Mindee Holguin, Chief Procurement Officer
505 Sims St, Truth or Consequences, NM 87901
Telephone: 575-952-0490 Email: procurement@torcnm.org

1. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact **ONLY** the Chief Procurement Officer regarding this procurement. Other City employees or Evaluation Committee members do not have the authority to respond on behalf of the City of Truth or Consequences.
2. Protests of the solicitation or award must be submitted in writing to the Protest Manager: Chief Procurement Officer identified in Section II.B.14. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Chief Procurement Officer will **NOT** be considered properly submitted.

E. PROPOSAL DELIVERY

All deliveries of proposals via express carrier, courier, or hand delivery, must be addressed and submitted as follows (including the hard-copy requirement) to:

City of Truth or Consequences
Mindee Holguin, Chief Procurement Officer
505 Sims St, Truth or Consequences, NM 87901
Reference RFP Number and Name: #22-23-004
AIRPORT OPERATIONS AND MANAGEMENT

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**Best Value Procurement**” – Procurement method implemented by issuing *Request for Proposals (RFP)* where evaluation factors in addition to cost/price are considered in the selection of a firm or *contractor* and encompasses the total benefits a State entity expects from the acquisition.
5. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
6. “**Chief Procurement Officer**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
7. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
8. “**Code of Conduct**” – Governmental Conduct Act. NMSA 1978, §10-16-1, et seq.
9. “**Competitive Qualifications-Based Selection (QBS) – Procurement method using and RFP** but, because price is not an evaluation factor for selection of a firm or *contractor*, does not qualify as *Best Value Procurement*.”
10. “**Confidentiality Agreement**” – Written covenant governing how *procurement* activities should be carried out by the evaluation committee.
11. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
12. “**Construction**” – Building, altering, repairing, installing, or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium, or other structure; airport, subway, or similar facility; park, trail, athletic field, golf course, or similar facility; dam, reservoir, canal, ditch, or similar facility; sewage or water treatment facility power generating plant, pump station, natural gas compressing station, or similar facility; sewage, gas, water, or other pipeline; transmission line; radio, television, or other tower; water, oil, or other storage tank; shaft, tunnel, or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances, water

conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures, or installations. Shall also include leveling or clearing land; excavating earth, drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures, or installations. NMSA 1978, §13-1-40

13. “**Contact**” means any agreement for the procurement of items of tangible personal property, services or construction.
14. “**Contact**” means any business having a contract with a state agency or local public body.
15. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
16. “**Design/Build**” – Type of project in which the *contract* includes design and *construction services*. NMSA 1978, §13-1-119.1
17. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
18. “**Electronic Submission**” means a successful electronic submittal of Offeror’s proposal to the City of Truth or Consequences Chief Procurement Officer.
19. “**Electronic Version/Copy**” means a digital form consisting of text, images, or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed, unless specified within this RFP.
20. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
21. “**Evaluation Committee Report**” means a report prepared by the Chief Procurement Officer and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
22. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
23. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

24. **“Goods”** – Tangible and consumable personal property having a physical existence, i.e., durable, commercial off-the-shelf products such as vehicles, computers, and equipment; products of economic output.
25. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
26. **“Invitation for Bid”** – (ITB) All documents, including those attached or incorporated by reference, used for soliciting sealed bids.
27. **“IT”** means Information Technology.
28. **“Local Public Body”** – “Every political subdivision of the State that expends money from whatever source derived, including but not limited to counties, county institutions, bureaus or commissions; incorporated cities, towns, or villages, drainage, conservancy, irrigation, or other districts; charitable institutions for which an appropriation is made by the legislature; and every office or officer of any of the above.” NMSA 1978, §6-6-1
29. **“Low Bid Procurement”** – Procurement process for selecting a firm or *contractor* based exclusively on price obtained by verbal or written quotes or issuing an official *Invitation for Bids*. Also, referred to as *Low* or *Lowest –Priced Procurement*.
30. **“Mandatory”** – the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
31. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
32. **“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
33. **“Nonresponsive”** – Proposal or bid that does not conform to requirements set forth in the *Request for Proposals* or *Invitation for Bids* and is not evaluated by the evaluation committee
34. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
35. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
36. **“Procurement”** – Purchasing, renting, leasing, lease purchasing, or otherwise acquiring items of *tangible personal property, services, or construction*; all procurement functions, including but not limited to preparation of specifications, solicitation of sources, qualification

or disqualification or sources, preparation and award of *contract* and contract administration. NMSA 1978, §13-1-74

37. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
38. **“Professional Services”** – Services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and system analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, *construction* managers, and other persons or businesses providing similar *professional services*, which may be designated as such by a determination issued by the state purchasing agent or a central purchasing office. NMSA 1978, §13-1-76
39. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
40. **“Qualifications-Based Selection (QBS)”** – *Procurement* process for selecting architects, engineers, landscape architects, surveyors, and *construction* management professional on the basis of qualifications and subsequent negotiations as to price rather than price being an evaluation factor.
41. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
42. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals. Material respects of a request for a proposal include, but are not limited to, price, quality, quantity, or delivery requirements. NMSA 1978, §13-1-85
43. **“Resident Preference”** – Business with a valid resident business of contractor certificate issued by the NM Taxation & Revenue Department. NMSA 1978, §13-1-22(A)
44. **“Responsible Bidder”** – Bidder who submits a *responsible bid* and has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the *services, construction* or items of *tangible personal property described in the Invitation for Bids*. NMSA 1978, §13-1-82
45. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to

make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

46. **“Responsive Bid”** – Bid which conforms in all material respects to the requirements to the requirements set forth in the *Invitation for Bids*. Material aspects of a bid include, but are not limited to, price, quality, quantity, or delivery requirements. NMSA 1978, §13-1-84
47. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material aspects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
48. **“Scope of Work”** – Specific details of work to be performed in completion of a project under *contract*.
49. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
50. **“Services”** – Furnishing labor, time, or effort by a *contractor* not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance; includes the furnishing insurance but does not include *construction* or the *services* of employees of a *state agency* or a *local public body*. NMSA 1978, §13-1-87
51. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
52. **“State (the State)”** means the State of New Mexico.
53. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
54. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g., “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)

55. **“Subcontractor”** – Individual who take a portion of a *contract* from the principal *contractor* or another *subcontractor*. Black Law’s Dictionary 1651 (10th Ed.) 2014
56. **“Tangible Personal Property”** – Tangible property other than real property having a physical existence, including but not limited to, supplies, equipment, materials, and printed materials. NMSA 1978, §13-1-93
57. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
58. **“Vendor”** – Entity providing a *service* or *tangible personal property* to a *state agency*.
59. **“Veterans Preference”** – Business with a valid resident veteran business certificate issued by the NM Taxation & Revenue Department. NMSA 1978, §13-1-11(A)
60. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below: Electronic version of RFP, Questions & Answers, RFP Amendments, http://www.torcnm.org/departments/finance/public_invitation_for_bidders.php

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	City of T or C	04/03/2023
2. Acknowledgement of Receipt Form	Potential Offerors	04/10/2023
3. Mandatory Pre-Proposal Conference	Agency	04/21/2023 10:00 AM MST
4. Deadline to submit Questions	Potential Offerors	04/27/2023 2:00 PM MST
5. Response to Written Questions	Chief Procurement Officer (CPO)	05/04/2023
6. Organizational Reference Questionnaire Due	Potential Offerors	05/08/2023 4:00 PM MST
7. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>05/17/2023 2:00 PM MST</i>
8.* Proposal Evaluation	Evaluation Committee	05/18/2023
9.* Selection of Finalists	Evaluation Committee	05/22/2023
10.* Best and Final Offers	Finalist Offerors	05/22/2023
11.* Oral Presentation(s), if needed	Finalist Offerors	05/23/2023
12.* Finalize Contractual Agreements	CPO/Finalist Offerors	05/23/2023
13.* Award and Contract to Commission for Approval	CPO	05/24/2023
14.* Protest Deadline	CPO	06/09/2023

*Dates indicated in Events 8 through 14 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the City of Truth of Consequences on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt

Potential Offerors may hand deliver, e-mail or send by registered or certified mail the Acknowledgement of Receipt Form (APPENDIX A), to the City of Truth of Consequences, Finance Office c/o Chief Procurement Officer at procurement@torcnm.org, to have their organization placed on the procurement Distribution List. The form must be returned to the City of Truth or Consequences Finance Office c/o Chief Procurement Officer by 2:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Mandatory Pre-Proposal Conference

A MANDATORY pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at **10:00 am MST/MDT at the City of Truth or Consequences Administration Annex, 401 McAdoo Street, Truth or Consequences, New Mexico.** ****We will have Zoom capabilities if needed**** Potential Offeror(s) are **encouraged to submit written questions in advance of the conference to the Chief Procurement Officer** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is mandatory. Only Offerors that attend the mandatory pre-proposal meeting are allowed to submit a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until 2:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Chief Procurement Officer as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A). Responses will also be available in the Procurement Library Section I.G.

6. Organizational Reference Questionnaire

The City of Truth or Consequences, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals on APPENDIX H. The purpose of these references is to document Offeror's experience relevant to the Section IV. B. 2 Technical Specifications in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the Organizational Reference Questionnaire to each business reference listed in its proposal on Section IV. B. 2 Technical Specifications. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: the Chief Procurement Officer at procurement@torcnm.org as indicated in Section II.A, Sequence of Events for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

The Organizational Reference Questionnaire is due no later than 5:00 pm MST.

7. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN **2:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline.

Proposals must be addressed and delivered to the Chief Procurement Officer at the address identified in Section I.E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to this RFP. Proposals submitted by facsimile, or other electronic means will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required Local Public Body agency signature on the contract(s) resulting from the procurement has been obtained.

8. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A., Sequence of Events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

9. Selection of Finalists

The Evaluation Committee will select and the Chief Procurement Officer will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

10. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

11. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a location to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and the Chief Procurement Officer.

12. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Truth or Consequences reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

13. Contract Awards

Upon receipt of the signed contractual agreement, the Chief Procurement Officer will award contract as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate City approval.

14. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Protest Manager: Chief Procurement Officer, 505 Sims St., Truth or Consequences, NM, 87901

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Minimum Qualifications

Respondent must demonstrate continuous and comprehensive experience in the management and operation of an airport with commercial traffic or Part-139 certification and which includes aviation-related businesses. The Respondent must have demonstrated successful experience complying with all applicable federal, state and local regulations. The Airport must be run as an enterprise with customer service and profitability in mind. Respondent must be able to demonstrate business acumen in the areas of airport revenue and expenditure projections, budgeting and the ability to identify and reach business objectives. A firm will be considered in compliance with these requirements by demonstrating that one or more of its principals has the requisite experience.

2. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX B.

3. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

4. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a Local Public Body Agency which may derive from this RFP. The Local Public Body Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

5. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

6. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

7. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

8. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

9. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection in accordance the provisions of the New Mexico Inspection of Public Records Act (IPRA), *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. Confidential financial information concerning the Offeror's organization; and
 2. Information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

10. No Obligation

This RFP in no manner obligates the City of Truth or Consequences or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

11. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the City of Truth or Consequences.

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be executed by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

14. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

15. Basis for Proposal

Only information supplied in writing by the Chief Procurement Officer or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

16. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Airport Management Agreement (APPENDIX I). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Agreement) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Agreement. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Agreement (APPENDIX I) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Agreement are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

17. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.16 for requirements.

18. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

19. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

22. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

24. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

25. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City of Truth or Consequences. If the RFP is cancelled, all responses received shall be destroyed by the Agency or Chief Procurement Officer unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

26. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

27. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

28. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please email your request to the Chief Procurement Officer, at procurement@torcnm.org for an electronic version of the RFP. You may also obtain an electronic version in the Procurement Library in Section I.G.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX D, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed, unaltered form may result in Offeror's disqualification.

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form, APPENDIX B, which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.2, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, may result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. Violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. Is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the

Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany Offeror's proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply if/because the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below, and sealed according to the definition provided in Section I.F. Each ORIGINAL binder (Technical and Cost) should be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES of the Technical Proposal only and if any must each be submitted in separate binders, and should be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Offerors proposal **must** be submitted in separate binders as indicated below in this section, and **must** be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package or box according to the information provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders.

Offerors **must** deliver:

a) Technical Proposals – **One (1) ORIGINAL HARD COPY, three (3) ADDITIONAL HARD COPIES of the proposal containing ONLY the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. The Technical Proposals SHALL NOT contain any cost information. PLEASE NOTE: If the technical proposal contains any cost proposal or cost information, the entire proposal will be deemed as non-responsive.**

- i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F. and detailed in Section II.C.9, Offeror **must** submit:
 - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.) versions for evaluation purposes; **AND**

- ONE (1) additional **redacted** (def. Section I.F.) HARD COPY version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the front cover of the hard-copy binder and on the first page of the electronic file.;

b) Cost Proposals – One (1) ORIGINAL, HARD COPY of the proposal containing ONLY the Cost Proposal (APPENDIX G); All HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

Technical proposals shall be concise, containing no more than thirty (30) double-sided pages of material. Please note that a Cover letter, completed Letter of Transmittal Form (attached hereto as APPENDIX B), Company Information Form (attached hereto as APPENDIX C), completed Campaign Contribution Disclosure Form (attached hereto as APPENDIX D), Proposal Certification/Non-Collusion Affidavit (attached hereto as APPENDIX E), Conflict of Interest and Debarment/Suspension Certification Form (attached hereto as APPENDIX F), and Resumes and Facility Renderings will not be considered part of the thirty (30) pages.

Proposals should provide sufficient information to fully describe the scope of services to be provided in any proposed contractual arrangement with the CITY. Utilizing the cover letter or the entire proposal will not suffice as a scope of services under the contract. **Applicants are expected to provide a detailed description of those tasks which the Airport Manager would conduct as the scope of services.**

Proposals are to include the Respondent’s estimated cost (in the separate Cost Proposal) on APPENDIX G for the provision of services necessary to operate the Airport and proposed terms of an agreement with the CITY, including the contract period required to amortize start-up and mobilization costs and other terms as may be necessary or unique to the proposed Scope of Services. The proposed terms will be utilized in negotiation of a contract between the CITY and the successful Respondent

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.), no more than thirty (30) double-sided pages as listed above and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal **must be** organized and **indexed/tabbed** in the following format and **must contain, at a minimum,** all listed items in the sequence indicated.

a. **TECHNICAL PROPOSAL (Binder 1) – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

Each section listed below **shall be indexed/tabbed in the binder** and each form must be completely filled out and signed if required as follows:

TAB A	Table of Contents
TAB B	Letter of Transmittal Form (Appendix B)
TAB C	Company Information Form (Appendix C)
TAB D	Cover Letter (Section IV C 6)
TAB E	Management, Qualifications and Experience (Section IV B 1 a)
TAB F	Familiarity with T or C Municipal Airport (Section IV B 1 b)
TAB G	Conceptual Plan and Approach (Section IV B 1 c)
TAB H	Response to Scope of Services (Basic) (Required) (Section IV B 1 d)
TAB I	Additional Services (if applicable) (Section IV B 1 e)
TAB J	Complete Listing of References (Section IV B 2)
TAB K	Campaign Contribution Disclosure Form (Appendix D)
TAB L	Proposal Certification/Non-Collusion Affidavit (Appendix E)
TAB M	Conflict of Interest and Debarment/Suspension Certification Form
(Appendix F)	
TAB N	Proof of General Liability Insurance (Appendix H 6 c)
TAB M	New Mexico Preferences (if applicable) (Section IV C 7)
TAB N	Offeror's Terms and Conditions (if applicable) (Section II.C.17)

Within each section of the proposal listed, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed, signed, and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in Binder 2, Cost Proposal.**

b. **COST PROPOSAL (Binder 2):** The Cost Proposal must be in a binder separate from the Technical Proposal Binder on Appendix G.

With the understanding that the successful Respondent and CITY will enter into good faith negotiations to finalize mutually acceptable compensation, services and other provisions to be incorporated into a Professional Services Agreement, Respondents shall submit a cost proposal that has one or all of the following components:

- TAB A **Basic Services (Required)**: The anticipated compensation expected for each of the basic services as proposed as in Section IV. SPECIFICATIONS, A. DETAILED SCOPE OF WORK; (Section IV B 1 a-g)
- TAB B **Additional Services (Optional)**: The anticipated compensation expected for additional services as proposed; (See TAB I Additional Services above)
- TAB C **Base Fee (Optional)**: A base management fee of a fixed annual amount detailing what services will be provided for that base fee; and/or
- TAB D **Incentive Fee (Optional)**: An incentive fee based on specified financial metrics or performance objectives and what services will be provided for that incentive fee.

The price proposal should match the description of TAB H Scope of Services (Basic) and TAB I Additional Services

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The CITY desires to obtain comprehensive proposals from Respondents to manage, operate, and maintain the Airport. Utilizing the cover letter or the entire proposal will not suffice as a description of the scope of services; ***Respondents are expected to provide a detailed description of those tasks which the Airport Manager would conduct as the scope of services.***

For evaluation purposes, each Respondent should include at a minimum the basic services listed below as well as any other additional services that Respondent believes will enhance the management, operation, and maintenance of the Airport, and a description of Respondent's plan to achieve all such services.

1. Basic Services

In coordination with the CITY, manage, operate, and maintain the Airport and associated aviation activities and facilities. Although specific services, and the manner in which those services may be provided, will be determined through negotiations, the CITY requests each Respondent respond with services which would typically include, but are not limited to:

- Perform all the tasks set forth herein under the general supervision of the CITY.

a. Administrative Services

1. Prepare the annual budget for the AIRPORT and assist with the management of the budget during the fiscal year through the CITY's Finance Department.
2. Along with the CITY's ongoing marketing and economic development efforts, market the AIRPORT to potential tenants, aviation groups, and the general public.
3. Along with the CITY, develop and put in place airport rules and regulations consistent with FAA Order 5190.6B.
4. Provide, if called upon, information to the CITY related to the operation of the AIRPORT that might be needed for the CITY's annual budget development process, and assist, if called upon, with questions related to airport operations and the airport budget or expenses that might arise as a part of the CITY's or any funding source's annual audit of the AIRPORT.
5. Prepare and submit all necessary documentation required for reimbursement for routine maintenance on CITY equipment at the AIRPORT that is performed each month. The AIRPORT OPERATOR shall prepare a detailed invoice describing the maintenance performed, and the CITY shall reimburse the AIRPORT OPERATOR for non-routine maintenance performed only after the CITY authorizes the AIRPORT
6. Make recommendations to the CITY concerning the acquisition of needed non-capital facilities, supplies, consumables and services, for which reimbursement is expected, and submit to the CITY from time-to-time as needed.
7. Obtain and maintain a copy on-site of all plans, licenses, permits, authorizations and approvals required by federal, State and local laws to operate the AIRPORT, and keep detailed records at the AIRPORT of all such licenses, permits, authorizations and approvals, a copy of which shall be provided to the CITY and which shall be subject to inspection of the CITY from time-to-time.
8. Shall not permit the use of the AIRPORT to be used for any illegal or unauthorized purpose, or any hanger, vehicle or equipment for any illegal or unauthorized use and shall notify the CITY and the appropriate law enforcement agency as needed.
9. Work with the CITY to ensure that the AIRPORT is always adequately insured.

10. All CITY equipment shall remain on the AIRPORT premises and not be used for personal use or gain, or any purpose other than the operation of the AIRPORT and operators shall be trained and, where appropriate, licensed and insured for the operation of the equipment they use.

b. Operations and Maintenance

1. Operate and maintain the AIRPORT in accordance with and in full compliance with the regulations of the FAA, including 14 C.F.R. Parts 139 (as applicable) and 153, all grant agreements and the 39 grant assurances thereto, FAA Order 5190.6B, directives and orders of the FAA, the State of New Mexico, and the CITY.
2. Be responsible for safety and security of the AIRPORT. The AIRPORT OPERATOR shall be responsible for hiring, supervising and adequately training employees of the AIRPORT OPERATOR needed to operate the AIRPORT to ensure its safe operation
3. Operate and maintain the AIRPORT for the safe use and benefit of the public;
4. Operate and maintain all equipment and property comprising the AIRPORT, including runways, taxiways, ramps, radio equipment, buildings, storage tanks, pumps, trucks, heavy equipment, mowers, airport lighting, airport signs and pavement markings, weather and navigational aids, parking lots and entry road (free of debris and snow), walkways, the portable restroom facility, and other airport infrastructure, in good, safe and operational condition, so long as necessary maintenance or repair does not to exceed the sum of \$500, in which case the need shall immediately be reported to CITY management.
5. Inspect the AIRPORT on a regular basis, including but not limited to runways, taxiways, ramps and parking areas, and airport equipment such as airport lighting, the MIRL, the UNICOM, the REIL, the beacon and the AWOS-3, to ensure the AIRPORT is in a safe condition for aeronautical activities. Document discrepancies and initiate work orders with the CITY as needed for corrective actions. If the AIRPORT becomes a Part 139 airport during the pendency of this contract, the AIRPORT OPERATOR shall make documented daily and nighttime inspections.
6. In addition to inspections required to be performed by the owner of fuel storage and dispensing equipment, regularly inspect fuel storage and dispensing equipment for leaks and safe operation, including

dispensing vehicles, fuel farms, fuel pumps, and any variances from required safety and environmental standards shall immediately be reported to the owner of the equipment and the CITY.

7. Ensure that snow and ice are promptly removed from runways, taxiways, ramps, walkways and access roads so that the AIRPORT remains open or can be re-opened as soon as possible and notify the City Manager when equipment failure or unusually intense weather conditions necessitate assistance.
8. Ensure prompt cleaning and removal of all foreign objects and debris, soil, stones, and other hazards to aircraft or aviation from the runways, taxiways, ramps, and aircraft parking areas.
9. Operate and manage the parking lot at the AIRPORT.

c. Equipment

1. Arrange for non-routine capital replacement of CITY equipment as agreed to or directed by the CITY Manager.
2. Make recommendations to the CITY concerning capital facilities and equipment acquisition and replacement, and submit the recommendations to the CITY on a quarterly basis.

d. Property Leases

1. The AIRPORT OPERATOR shall assist the CITY to manage leased property at the AIRPORT and shall assist the CITY to make available AIRPORT facilities and services (runways, taxiways, ramp, pilot facilities, and parking) on fair and reasonable terms and without discrimination. The CITY shall grant all such privileges by lease, permit or other appropriate means upon recommendation of the AIRPORT OPERATOR and the CITY shall not unreasonably withhold approval of leasehold requests or requests to provide aeronautical services. No rights to possession or ownership of AIRPORT property are conveyed herein to the AIRPORT OPERATOR.
2. Consistent with Grant Assurance No. 24 (Fee and Rental Structure), the AIRPORT OPERATOR shall be responsible to manage all revenue leases of AIRPORT property and shall maintain accurate and complete hangar rent receipt books.
3. Revenue from leases of AIRPORT property shall be transmitted to the CITY upon receipt daily, and the CITY shall keep the revenue in a special fund dedicated to airport operations.
4. Be responsible for all activities relating to AIRPORT leases, including renewal, issuance of new leases, enforcement of lease obligations and

enforcing airport rules and regulations on the activities of lessees. The AIRPORT OPERATOR shall be responsible for general enforcement of the airport rules and regulations on airport lessees, pilots and passengers, any commercial service providers. The AIRPORT OPERATOR shall not enter into leases permitting nonaeronautical use of any place on the property without FAA concurrence.

5. Ensure that no single operator has an exclusive right to use the facility pursuant to FAA Grant Assurance No. 23.

e. Airport Closure

1. Close the airport if it is deemed that an emergency exists justifying closure, immediately notify emergency response authorities. The AIRPORT OPERATOR shall immediately issue a Notices to Airmen (NOTAM) and notify the FAA of the closure. The AIRPORT OPERATOR shall also clearly designate the closure with markings, signs and devices consistent with FAA regulations, cooperate fully with the FAA and the New Mexico Department of Transportation and, as appropriate, with the National Transportation Safety Board (“NTSB”) with accident investigation, and work to clear the incident, repair any damage, and re-open the airport only when safe.

f. Communication and Meetings

1. Issue Notices to Airmen (NOTAM) as appropriate pertaining to airfield conditions and facilities.
2. Advise the FAA and the National Weather Service and submit a NOTAM on any outage of the AWOS-3.
3. Keep regular posted business hours at the AIRPORT, at least eight hours a day and shall be on-call at all other times.
4. Represent the CITY at construction meetings, permitting meetings, meetings with the FAA, meetings with the airport's engineer, meetings with the public, meetings with the Department of Transportation and such other AIRPORT-related meetings at such times and places as the CITY may request.
5. Serve as the point of contact for airport business as designated by the CITY, but shall not have this responsibility with respect to grants of the FAA or the New Mexico Department of Transportation.
6. Consult frequently and as needed with the CITY (at least once each week) by phone, in-person or in writing concerning pending issues and matters of business at the AIRPORT and may be required from time to time to attend regular staff meetings of CITY staff and regular meetings of the CITY Commission.

7. Coordinate with and assist commercial providers in their operations at the AIRPORT.
8. Cooperate with the CITY's airport engineering firm with its long-term and infrastructure planning efforts and capital projects at the AIRPORT.
9. Attend meetings of the Airport Advisory Board and advise the CITY Manager on items for discussion or business to include on the agenda; the AIRPORT OPERATOR shall make presentations of interest which include the number of operations, fuel sold, passenger enplanements, airport planning and development, and other topics of timely interest.

g. General

1. The agreement between the CITY and the AIRPORT OPERATOR shall be subordinate to the provisions of any existing or future agreement between the CITY and the United States, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the AIRPORT. In the event that the CITY reasonably determines that this Agreement or any provision hereof is contrary to the obligations of the CITY to the United States, the CITY shall have the unilateral right to modify or terminate this Agreement to ensure the CITY's compliance with all such agreements with the United States.

2. Additional Services

The Respondent may propose additional services to further manage, operate, and maintain the Airport and associated aviation activities and facilities including but not limited to full service management (Fixed Based Operator FBO).

Each Respondent can propose services based on the needs of the Airport and the capability of the responding firm or individual(s).

B. TECHNICAL SPECIFICATIONS

1. Organization Experience and Capability

- a. Management, Qualifications and Experience: Offeror must identify the individual or individuals that would be actively engaged in the management and operations of the Airport. Include a description of their credentials, business acumen, familiarity with airport operations and experience in managing airport enterprises. Specifically describe recent, within the past five (5) years, experience with an emphasis on experience at airports of a similar size and with similar regulatory requirements. Resumes may also be included as an attachment to the Proposal.

- b. Familiarity with T or C Municipal Airport: Offeror must: Describe the Airport's current challenges and the steps Respondent would propose to resolve or mitigate the issues.
- c. Conceptual Plan and Approach: Offeror must describe the specific services Respondent anticipates providing, approach to staffing, training, coverage and work shifts, the partnership with the CITY and its key staff in policy decisions and implementation, approach to customer service and relations with existing tenants and contractors and any other information Respondent deems relevant to the services to be provided.
- d. Scope of Services (Basic): Offeror must address each basic service with details regarding Respondent's capability and plan for addressing each section.
- e. Additional Services: Offeror should list other additional services and Respondent's capabilities related to those additional services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, state or large local government clients within the last five (5) years. References should be able to provide information as to Respondent's experience and performance within the last five (5) years related to airport management. Include a brief description of the airport management services that were provided either as a direct employee or under a similar airport management contract.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name, address, phone number, and email;
- b) Project description;
- c) Project dates (starting and ending);
- d) Services provided by Offeror

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX B. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Company Information Form

The Offeror's proposal must be accompanied by the Company Information Form located in APPENDIX C. The form **must** be completed and must be signed by the person authorized to obligate the company. The section on acknowledges receipt of the Addenda must also be completed. For any Addenda, please reference the Procurement Library in Section I.G.

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX D). **Failure to complete and return the signed, unaltered form may result in Offeror's disqualification.**

4. Proposal Certification/Non-Collusion Affidavit

The Offeror must complete Proposal Certification/Non-Collusion Affidavit Form and submit a signed copy with the Offeror's proposal (See APPENDIX E).

5. Conflict of Interest and Debarment/Suspension Certification Form

The Offeror's proposal must be accompanied by the Conflict of Interest and Debarment/Suspension Certification Form located in APPENDIX F. The form **must** be completed and must be signed by the person authorized to obligate the company.

6. Cover Letter

The Offer must submit a cover letter summarizing the proposal and key aspects of the services to be provided as well as Respondent's relevant history in the aviation industry. The letter must be signed by an individual having the legal authority to negotiate and sign contracts on behalf of the Respondent and identify the individual designated as the primary point of contact.

7. New Mexico Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

8. Agreement With Terms and Conditions in Draft Airport Management Agreement

Offer must provide a signed statement stating that the Company Agrees with the Terms and Conditions in the Draft Airport Management Agreement (Appendix I) or provide any exceptions or suggested changes to the Sample Airport Management Agreement from Section II.C.16

9. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the City. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

10. Cost

With the understanding that the successful Respondent and CITY will enter into good faith negotiations to finalize mutually acceptable compensation, services and other provisions to be incorporated into a Airport Management Agreement (Appendix H), Respondents are shall submit a cost proposal that has one or all of the following components:

- a. **Basic Services:** (Required) The anticipated compensation expected for each of the basic services as proposed as in Section IV. SPECIFICATIONS, A. DETAILED SCOPE OF WORK;
- b. **Additional Services:** (Optional) The anticipated compensation expected for additional services as proposed;
- c. **Base Fee:** (Optional) A base management fee of a fixed annual amount detailing what services will be provided for that base fee; and/or
- d. **Incentive Fee:** (Optional) An incentive fee based on specified financial metrics or performance objectives and what services will be provided for that incentive fee.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category

Evaluation Factors <i>(Correspond to section IV B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organization Experience & Capability	
a. Management, Qualifications and Experience	100
b. Familiarity with T or C Municipal Airport	100
c. Conceptual Plan and Approach	100
d. Scope of Services (Basic):	100
e. Additional Services	50
B. 2. Organizational References	30
C. Business Specifications	
C. 9. Oral Presentations, if Applicable	100
C.10.a. (Only) Cost (Basic Services)	20
TOTAL POINTS AVAILABLE	600
C.7. New Mexico Preference - Resident Vendor Points per Section IV C. 7 5% of Total Points	30
C.7. New Mexico Preference - Resident Veterans Points per Section IV C.7 10% of Total Points	60

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience and Capability (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

- a. Management, Qualifications and Experience: Offeror must identify the individual or individuals that would be actively engaged in the management and operations of the Airport. Include a description of their credentials, business acumen,

familiarity with airport operations and experience in managing airport enterprises. Specifically describe recent, within the past five (5) years, experience with an emphasis on experience at airports of a similar size and with similar regulatory requirements. Resumes may also be included as an attachment to the Proposal.

- b. Familiarity with T or C Municipal Airport: Offeror must: Describe the Airport's current challenges and the steps Respondent would propose to resolve or mitigate the issues.
- c. Conceptual Plan and Approach: Offeror must describe the specific services Respondent anticipates providing, approach to staffing, training, coverage and work shifts, the partnership with the CITY and its key staff in policy decisions and implementation, approach to customer service and relations with existing tenants and contractors and any other information Respondent deems relevant to the services to be provided.
- d. Scope of Services (Basic): Offeror must address each basic service with details regarding Respondent's capability and plan for addressing each section.
- e. Additional Services: Offeror should list other additional services and Respondent's capabilities related to those additional services.

2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F) received by each reference. Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee or designee may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility.

3. C.5 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum number of total points for this Evaluation Factor.

4. C.6 Cost (See Table 1)

The evaluation of each Offeror's cost proposal for **Basic Services Only** will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

5. C.7. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Resident Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

C. EVALUATION PROCESS

An evaluation committee will evaluate submittals based on the following evaluation criteria:

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
4. Overall qualifications and experience in the field of airport management, demonstrated success in the running and managing of airport business operations, meeting revenue projections, accomplishing business objectives, and a demonstrated capacity to provide airport management and operations services.
5. Familiarity with the T or C Municipal Airport and its particular strengths and challenges.

6. The detail of the conceptual plan and approach. Evidence of an understanding of the scope of services being requested, and a demonstrated capacity and capability to provide the services.
7. The detail of the scope of services. Detailed description of Respondent's capability to provide the services.
8. Nature of responses from references.
9. The detail of the draft cost proposal.

Criteria for Respondent Selection: Primary regard will be given to the technical competence and ability of the Respondent as demonstrated in the Proposal and by successful prior experience with similar assignments. The Respondent's willingness and ability to coordinate with CITY staff as well as the overall quality and thoroughness of the Proposal will be considered. The CITY will also consider the availability and on-going workload of the Respondent and proposed staff.

Following review of the Proposals, Respondents will be ranked, and one or more Respondent may be asked to participate in an interview. Whether or not interviews are conducted, the successful Respondent will enter into good faith negotiations with the CITY to determine mutually acceptable compensation, services and other provisions to be incorporated into a Professional Services Agreement.

The draft cost proposals will be a consideration in Respondent selection but is not the sole criterion for Agreement award.

Limitations: All reports and pertinent data or materials shall become the property of the CITY. This RFP does not commit the CITY to award an Agreement, to pay any costs incurred in the preparation of the Proposal, or to procure or contract for any services. The CITY reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified Respondent, or to cancel in part or in its entirety this RFP, if it is in the best interest of the CITY to do so.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

**REQUEST FOR PROPOSAL #21-22-004
T OR C MUNICIPAL AIRPORT OPERATIONS AND MANAGEMENT
SERVICES**

This Acknowledgement of Receipt Form should be signed and submitted as written in Section II. A. Sequence of Events. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX G.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Submit Acknowledgement of Receipt Form to:

To: City of Truth or Consequences Finance Office c/o Chief Procurement Officer

E-mail: procurement@torcnm.org

Subject Line: RFP #21-22-004 T or C Municipal Airport Operations and Management Services

APPENDIX B

Letter of Transmittal Form

REQUEST FOR PROPOSAL #21-22-004 T OR C MUNICIPAL AIRPORT OPERATIONS AND MANAGEMENT SERVICES

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.29). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;

- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

_____, 20____
Authorized Signature and Date (Must be signed by the person identified in Item #2A above)

**APPENDIX C
COMPANY INFORMATION FORM**

Date of Proposal: _____

Proposal of (Company name): _____

New Mexico State License No. _____

Resident Business or Veteran Business Preference Certificate No.

NOTE: Attach a copy of the valid certificate and documentation to validate Percent preference.

Contractor's New Mexico Gross Receipts Tax No.

Contractor's Federal Employee Identification No.

(Hereinafter called the "Respondent") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual, Limited Liability Company, Joint Venture, Other (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for Management, Operations, and Maintenance of the T or C Municipal Airport.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____, dated _____

Addendum No: _____, dated _____, Addendum No: _____, dated _____

The Respondent understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities and will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed)

Title:

Company:

Address: _____

Phone: _____

City, State : _____ Zip: _____

Email: _____

Affix Corporate Seal if proposal is by Corporation)

APPENDIX D

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY

MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Mayor Sandra Whitehead, Mayor Pro-tem Amanda Forrister, Commissioner Paul Baca, Commissioner Frances Luna, and Former Commissioner Randall Aragon

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX E

PROPOSAL CERTIFICATION/NON-COLLUSION AFFIDAVIT

By submission of this proposal, the Respondent certifies that:
This proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other bidder, competitor, or potential competitor;
No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a proposal or to fix overhead, profit, or cost element of said bid price, or that of any other or to secure any advantage against the City of T or C;
The person, signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this proposal in behalf of the corporate bidder.

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Email: _____

MINORITY VENDOR CERTIFICATIONS

Please check all that apply:

The Offeror represents that it IS IS NOT a woman or women-owned business.

The Offeror represents that it IS IS NOT a minority-owned business.

The Offeror represents that it IS IS NOT a disadvantaged business enterprise.

The Offeror represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed)

APPENDIX F

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to the City of T or C in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or public official of the City of T or C (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any City of T or C employee, council member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator:

_____ List below the name(s) of any the City of T or C, employee, public official or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to the City of T or C Purchasing Division in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____ Email: _____

Name of Company (typed or printed): _

Address: _____ Telephone:

City/State/Zip: _____

**APPENDIX G
COST PROPOSAL**

Name of Company: _____

Type of Services Being Offered:	Description	Total Cost
Basic Services (Required)	Anticipated compensation expected for each of the basic services as proposed in Section IV. Specifications, A. Detailed Scope of Work	
Additional Services (Optional)	Anticipated compensation expected for additional services as proposed by Offeror	
Base Fee (Optional)	A base management fee of a fixed annual amount detailing what services will be provided for the base fee	
Incentive Fee (Optional)	An incentive fee based on specified financial metrics or performance objectives and what services will be provided for the incentive fee	
Other?		

Within your proposal, please provide a listing to match the services being offered above. The minimum requirement is the cost for Basic Services as described in Section IV. Specification, A. Detailed Scope of Work.

APPENDIX H

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Truth or Consequences, as a part of the RFP process, requires Offerors to list a minimum and maximum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal Section IV. B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire (Appendix H) directly to: the Chief Procurement Officer at procurement@torcnm.org by 5:00 PM, MST **10/27/2021** as per Section II. A.6. Sequence of Events for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 21-22-002 AIRPORT OPERATIONS AND MANAGEMENT SERVICES

ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the Chief Procurement Officer, City of Truth or Consequences, via e-mail at:

Name: Chief Procurement Officer
 Email: procurement@torcnm.org
 Mail: 505 Sims Street, Truth or Consequences, NM 87901

Forms must be submitted no later than 5:00 pm MST on 10/27/2021, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the City of Truth or Consequences' Chief **Procurement Officer** at 575-952-0490 or at procurement@torcnm.org. When contacting the Chief Procurement Officer, please include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Service: Airport Operations and Management	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff or customers?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are/were you with the services and documents provided by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX I

AIRPORT MANAGEMENT AGREEMENT

DRAFT - FOR REVIEW ONLY

[For the Operation and Maintenance of the T or C Municipal Airport]

This Airport Management Agreement for the Operation and Maintenance of the T or C Municipal Airport (“the Agreement” or “this Agreement”) is executed as of and made effective as of _____ (the “Effective Date”) by and between the CITY OF T OR C, a New Mexico municipal corporation, whose address is 505 Sims Street, T or C, New Mexico 87901 (the “CITY”) and (the “AIRPORT OPERATOR”) for the operation and maintenance of the T or C Municipal Airport (the “AIRPORT”). The CITY and the AIRPORT OPERATOR do hereby agree and state as follows:

Recitals

WHEREAS, the CITY owns and operates the T or C Municipal Airport (“AIRPORT”) lying within the County of T or C, New Mexico and designated by the Federal Aviation Administration (“FAA”) as “KTCS”; and

WHEREAS, the CITY and the AIRPORT OPERATOR desire to enter into this Agreement under which the AIRPORT OPERATOR shall operate and maintain the AIRPORT under the direction of the CITY for the period set forth in Section 1 of this Agreement; and

WHEREAS, the CITY and the AIRPORT OPERATOR desire to make this Agreement and all provisions herein effective as of _____ (the “Effective Date”).

Agreement

NOW, THEREFORE, in consideration of the terms and conditions listed hereinafter, the parties hereto desire to set forth herein their respective covenants and obligations with regard to the duties, responsibilities and compensation and other considerations of the AIRPORT OPERATOR, all as set forth hereafter:

Section 1. Term and Amount

A. Term. This Agreement shall be for a period of _____, beginning on _____ and expiring at 12:01 a.m. local time on _____ (Contract End Date), unless extended further by written agreement of the CITY and the AIRPORT OPERATOR.

B. Amount. The amount to be paid to the AIRPORT OPERATOR for undertaking the duties and responsibilities described herein shall be \$ _____, exclusive of applicable gross receipts taxes, and exclusive of costs and expenses of AIRPORT operations and maintenance which are reimbursable to the AIRPORT OPERATOR as set forth herein.

Section 2. Duties and Responsibilities of AIRPORT OPERATOR

The AIRPORT OPERATOR shall operate and maintain the T or C Municipal Airport as set forth herein:

- A. The AIRPORT OPERATOR shall operate and maintain the AIRPORT in accordance with and in full compliance with the regulations of the FAA, including specifically 14 C.F.R. Parts 139 and 153, all grant agreements and the 39 grant assurances thereto, FAA Order 5190.6B, directives and orders of the FAA, the State of New Mexico, and the CITY.
- B. The AIRPORT OPERATOR shall be responsible for safety and security of the AIRPORT. The AIRPORT OPERATOR shall be responsible for hiring, supervising and adequately training all employees needed to operate the AIRPORT to ensure its safe operation.
- C. The AIRPORT OPERATOR shall assume all of the existing obligations of the CITY under grant agreements, grant assurances thereto, and, as appropriate, surplus and nonsurplus property deeds. For future grants shall agree to the assurances applicable to a private operator, but initially will also be obligated to comply with the public operator's assurances as long as they would have been in effect for the CITY if the CITY were operating the AIRPORT.
- D. The AIRPORT OPERATOR shall operate and maintain the AIRPORT for the safe use and benefit of the public; the AIRPORT OPERATOR shall make available all AIRPORT facilities and services (runways, taxiways, ramp, pilot facilities, parking) on fair and reasonable terms and without discrimination, and shall grant rights and privileges for the use of the aeronautical facilities at the AIRPORT to all qualified persons and companies.
- E. The AIRPORT OPERATOR shall close the airport if it is deemed that an emergency exists justifying closure, notify the FAA of the closure immediately, clearly designating the closure with markings, signs and devices consistent with FAA regulations, cooperate fully with the FAA and the New Mexico Department of Transportation and, as appropriate, with the National Transportation Safety Board ("NTSB") on accident investigations, immediately notify emergency response entities of the emergency, and work to clear the incident, repair any damage, and re-open the airport only when safe.
- F. The AIRPORT OPERATOR shall keep regular posted business hours at the AIRPORT, at least eight hours a day and shall be on-call at all other times.
- G. The AIRPORT OPERATOR shall represent the CITY at construction meetings, permitting meetings, meetings with the FAA, meetings with the airport's engineer, meetings with the public, meetings with the Department of Transportation and such other AIRPORT-related meetings at such times and places as the CITY may request.
- H. The AIRPORT OPERATOR shall serve as the point of contact for airport business as designated by the

CITY, but shall not have this responsibility with respect to grants of the FAA or the New Mexico Department of Transportation.

I. The AIRPORT OPERATOR shall work with designated City Staff to prepare the annual budget for the AIRPORT and assist with the management of the budget during the fiscal year.

J. The AIRPORT OPERATOR shall, along with the CITY'S ongoing marketing and economic development efforts, market the AIRPORT to potential tenants, aviation groups, and the general public.

K. The AIRPORT OPERATOR shall consult frequently and as needed with the CITY (at least once each week) by phone, in-person or in writing concerning pending issues and matters of business at the AIRPORT and may be required from time to time to attend regular staff meetings of CITY staff and regular meetings of the CITY Commission.

L. The AIRPORT OPERATOR shall, along with the CITY, develop and put in place airport rules and regulations consistent with FAA Order 5190.6B.

M. Consistent with Grant Assurance No. 24 (Fee and Rental Structure), the AIRPORT OPERATOR shall be responsible to manage all revenue leases of AIRPORT property and shall maintain accurate and complete hangar rent receipt books. Revenue from leases of AIRPORT property shall be transmitted to the CITY upon receipt, and the CITY shall keep the revenue in a special fund dedicated to airport operations.

N. The AIRPORT OPERATOR shall be responsible for all activities relating to AIRPORT leases, including renewal, issuance of new leases, enforcement of lease obligations and enforcing airport rules and regulations on the activities of lessees. The AIRPORT OPERATOR shall be responsible for general enforcement of the airport rules and regulations on airport lessees, pilots and passengers, any commercial service providers. The AIRPORT OPERATOR shall not enter into leases permitting nonaeronautical use of any place on the property comprising **Exhibit**, without FAA concurrence.

O. The AIRPORT OPERATOR shall ensure that no single operator has an exclusive right to use the facility pursuant to FAA Grant Assurance No. 23.

P. The AIRPORT OPERATOR shall coordinate with and assist authorized commercial providers in their operations at the AIRPORT.

Q. The AIRPORT OPERATOR shall provide, if called upon, information to the CITY Manager related to the Operation of the AIRPORT that might be needed for the CITY'S annual budget development process, and assist, if called upon, with questions related to airport operations and the airport budget or expenses that might arise as a part of the CITY'S or any funding source's annual audit of the AIRPORT.

R. The AIRPORT OPERATOR shall operate and maintain all equipment and property comprising the AIRPORT, including runways, taxiways, ramps, radio equipment, buildings,

storage tanks, pumps, trucks, heavy equipment, mowers, airport lighting, airport signs and pavement markings, weather and navigational aids, parking lots and entry road (free of debris and snow), walkways, the portable restroom facility, and other airport infrastructure, in good, safe and operational condition, so long as necessary maintenance or repair does not to exceed the sum of \$500, in which case the need shall immediately be reported to CITY management.

S. The AIRPORT OPERATOR shall arrange for non-routine capital replacement of CITY equipment as agreed to or directed by the CITY Manager.

T. The AIRPORT OPERATOR shall prepare and submit all necessary documentation required for reimbursement for routine maintenance on CITY equipment at the AIRPORT that is performed each month. The AIRPORT OPERATOR shall prepare a detailed invoice describing the maintenance performed, and the CITY shall reimburse the AIRPORT OPERATOR for non-routine maintenance performed only after the CITY authorizes the AIRPORT OPERATOR to perform the work.

U. The AIRPORT OPERATOR shall make recommendations to the CITY concerning capital facilities and equipment acquisition and replacement, and submit the recommendations to the CITY on a quarterly basis.

V. The AIRPORT OPERATOR shall make recommendations to the CITY concerning the acquisition of needed non- capital facilities, supplies, consumables and services, for which reimbursement is expected, and submit to the CITY from time-to-time as needed.

W. The AIRPORT OPERATOR shall cooperate with the CITY's airport engineering firm with its long-term and infrastructure planning efforts and capital projects at the Airport.

X. The AIRPORT OPERATOR shall attend meetings of the Airport Advisory BOARD, and advise the ASSISTANT CITY Manager on any items for discussion or business to include on the agenda; the AIRPORT OPERATOR shall make presentations of interest which include the number of operations, fuel sold, passenger enplanements, airport planning and development, and other topics of timely interest.

Y. The AIRPORT OPERATOR shall inspect the AIRPORT on a regular basis, including but not limited to runways, taxiways, ramps and parking areas, and airport equipment such as airport lighting, the MIRL, the UNICOM, the REIL, the beacon and the AWOS-3, to ensure the AIRPORT is in a safe condition for aeronautical activities.

Z. The AIRPORT OPERATOR shall advise the FAA and the National Weather Service and submit a NOTAM on any outage of the AWOS-3.

AA. The AIRPORT OPERATOR shall regularly inspect fuel storage and dispensing equipment for leaks and safe operation, including dispensing vehicles, fuel farms, fuel pumps,

and any variances from required safety and environmental standards shall immediately be reported to the owner of the equipment and the CITY.

BB. The AIRPORT OPERATOR shall ensure that snow and ice are immediately removed from runways, taxiways, ramps, walkways and access roads so that the AIRPORT remains open or can be re-opened as soon as possible and notify the CITY Manager when equipment failure or unusually intense weather conditions necessitate assistance.

CC. The AIRPORT OPERATOR shall ensure prompt cleaning and removal of all foreign objects and debris, soil, stones, and other hazards to aircraft or aviation from the runways, taxiways, ramps, and aircraft parking areas.

DD. The AIRPORT OPERATOR shall issue and cancel all required notices to the FAA, State and local authorities pertaining to airport operations and safety (NOTAMs).

EE. The AIRPORT OPERATOR shall obtain and maintain a copy on-site of all plans, licenses, permits, authorizations and approvals required by federal, State and local laws to operate the AIRPORT, and keep detailed records at the AIRPORT of all such licenses, permits, authorizations and approvals, a copy of which shall be provided to the CITY and which shall be subject to inspection of the CITY from time-to-time.

FF. The AIRPORT OPERATOR shall not permit the use of the AIRPORT to be used for any illegal or unauthorized purpose, or any hanger, vehicle or equipment for any illegal or unauthorized use.

GG. The AIRPORT OPERATOR shall work with the CITY to ensure that the AIRPORT is always fully and completely insured.

HH. All CITY equipment shall remain on the AIRPORT premises and not be used for personal use or gain, or any purpose other than the operation of the AIRPORT and operators shall be trained and, where appropriate, licensed and insured for the operation of the equipment they use.

II. The AIRPORT OPERATOR shall perform all the tasks set forth herein under the general supervision of the CITY.

JJ. The AIRPORT OPERATOR shall operate and manage the parking lot at the AIRPORT.

Section 4. Assignment or Sale

The AIRPORT OPERATOR shall not assign this Agreement or any right hereunder to any person, corporation, or association without the prior written approval of the CITY. The

AIRPORT OPERATOR shall not sell or transfer this Agreement to any person, corporation, or association, without the prior written approval of the CITY. Any such assignment shall be grounds, at the option of the CITY, for the CITY to immediately terminate this Agreement.

Section 5. Termination

A. This Agreement may be prematurely terminated by either the CITY or the AIRPORT OPERATOR if either fails to materially abide by the terms and conditions expressed herein, or by mutual agreement and consent of both parties in writing. Should the AIRPORT OPERATOR file for bankruptcy or the AIRPORT OPERATOR be deemed incompetent, or dissolve, this Agreement shall immediately terminate. In the event the AIRPORT OPERATOR fails to provide proof of required insurance, or uses the CITY'S AIRPORT property for any illegal or unauthorized purpose, files for bankruptcy, abandons or leaves the property vacant or unoccupied for fourteen (14) consecutive days, or violates any of the terms and conditions of this Agreement, the CITY has the right to terminate this Agreement and retake possession of its AIRPORT property under the control and lease of the AIRPORT OPERATOR.

B. At the termination of this Agreement (unless extended by actual written acceptance), either by normal expiration, premature termination, or mutual agreement, the AIRPORT OPERATOR shall peaceably vacate the premises. Any furniture or equipment entrusted to the AIRPORT OPERATOR shall be returned to the CITY (as listed on **Exhibit**) in the same condition as it was when issued, normal wear excepted.

C. The PARTIES HERETO may provide written notice to the other Party not less than thirty (30) days of their intention to not renew or terminate this Agreement under any circumstance.

Section 6. Insurance Requirement

A. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, **Commercial General Liability, Professional Liability/Errors & Omissions Insurance** in the broadest coverage commonly available, with a minimum limit of two million dollars (\$2,000,000.00) per occurrence for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

B. Automobile Liability Insurance, for contractors providing a vehicle for staff, employees, or subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

C. Automobile Liability Insurance, for sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limit each occurrence.

D. Additional Insured: The City of Truth or Consequences, its Commissioners and employees and must be named as Additional Insureds with respect to all of the coverages. The Additional Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection with this Contract. Contractor's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

E. Certificates of insurance and complete policies, acceptable to the City, with the coverage as cited above and listing the City of Truth or Consequences, its Commissioners, and employees as the certificate holders, must be submitted **not less than ten (10) working days prior to the execution of this Contract and before work begins or products are delivered by Contractor under this Contract.** Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the City of cancellation or material change, which shall be mailed or delivered to:

The City of Truth or Consequences
Attention: Chief Procurement
Officer
505 Sims Street
Truth or Consequences, NM 87901

Section 7. Contractor Shall Carry Worker's Compensation Insurance as Required by Law. Indemnification/Hold Harmless

A. Contractor shall defend, indemnify, and hold harmless the City, its Commissioners, employees, and agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of any act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of anyone directly or indirectly employed by Contractor, or arising in any way from the activities of or services provided by Contractor under this Contract. Contractor shall defend all such claims and litigation, including the payment of the City's attorney's fees and costs, whether such claims and litigation are frivolous or not. The City shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the City.

B. Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the City for claims or actions brought by the Contractor's own employees against the City, its Commissioners, employees or agents. Solely for the purpose of this indemnification and defense, Contractor expressly and specifically waives any immunity under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation.

C. These indemnifications shall survive the termination of this Contract.

D. The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

Section 8. Miscellaneous Terms

A. This Agreement and its Exhibits A through E thereto is the entire Agreement between the parties hereto and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced, except that this Agreement may be modified by written addendum hereto attached and signed by both Parties.

B. This Agreement shall be governed by the laws of the State of New Mexico, the City of T or C, and the regulations and grant assurances of the FAA, and construed thereunder; and venue of any action brought under this Agreement shall be in the Eighth Judicial State District Court for T or County, T or C, New Mexico or the federal District Court for the District of New Mexico, as appropriate.

C. To the fullest extent permitted by law, the AIRPORT OPERATOR agrees to indemnify, defend, and hold harmless the CITY and its agents, Elected Officials, and employees of and from any and all liabilities, expenses, causes of action, damages, or attorneys' fees resulting from the activities described in this Agreement or the AIRPORT OPERATOR'S businesses, operation, occupancy, or use of the AIRPORT that results from any negligent act or omission of AIRPORT OPERATOR, or its agents or employees. Nothing herein shall waive the sovereign immunity of the CITY or any of its rights and privileges and limitations of liability under the New Mexico Tort Claims Act. The CITY will insure the AIRPORT, and shall provide the AIRPORT OPERATOR with written proof thereof. The AIRPORT OPERATOR shall maintain in force during the pendency of this Agreement a policy of comprehensive general liability insurance, or public liability insurance, to remain in effect during the entire term of this Agreement, including any renewals or extensions, and shall include additional coverage for contractual liability, auto liability, completed operations and products liability. The liability insurance shall provide coverage of not less than Two Million Dollars (\$2,000,000) per claim or occurrence. The CITY shall be named as an additional insured on the policy or policies.

D. If any section, paragraph, sentence or phrase entered in this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegal or unenforceability shall not affect the remainder of this Agreement which can be given effect without the illegal or unenforceable section, paragraph, sentence, or phrase and to this end, the provisions of this agreement are declared to be severable.

E. The Parties hereto enter into this Agreement as independent contractors and no agent, employee or contractor of one shall be deemed the employee of the other.

F. This Agreement is solely for the benefit of the parties hereto and their successors and assigns; this Agreement shall therefore not be construed to confer upon or give to any third party any remedy, claim, liability, reimbursement, cause of action, or status as a third-party beneficiary.

G. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party seeking the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition.

H. This agreement is subject to approval of the Federal Aviation Administration.

EXECUTED THIS _____ day of _____, 20_____

AGREED TO:

FOR THE CITY OF TRUTH OR CONSEQUENCES:

By: _____

Title: _____

Date: _____

FOR THE AIRPORT OPERATOR:

By: _____

Title: _____

Date: _____

APPROVED:

FEDERAL AVIATION ADMINISTRATION

By: _____

Title: _____

Date: _____