

REQUEST FOR QUALIFICATION BASED PROPOSALS

Contracting Agency:



313 Cree Meadows Dr.
Ruidoso, NM 88345

SIERRA BLANCA REGIONAL AIRPORT FIXED BASE OPERATION SERVICES FUELING, LINE SERVICE AND MARSHALING

RFP: #2023-008P

NIGP COMMODITY CODES: 90517; 95803

Date Issued: **March 29, 2023**

Due Date: **April 27, 2023 @ 3:00 PM Local Time**

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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 procurement of Fixed Base Operations (FBO) Services – Fueling, Line Service and Marshalling at the Sierra Blanca Regional Airport located in Alto, New Mexico. The award/s shall be made to the responsible offeror whose proposal is most advantageous to the Village of Ruidoso (Village), taking into consideration the evaluation factors set forth in this RFP.

B. BACKGROUND INFORMATION

Procurement through an RFP will allow the Village to select a Fixed Base Operator/s based on qualifications that are most suitable to the needs of the Village.

C. SCOPE OF PROCUREMENT

The Village is conducting a single-award RFP for FBO Services, Fueling, Line Service and Marshalling. It is anticipated that the award under this RFP will result in a Lease Agreement for five (5) years.

D. PROCUREMENT MANAGER

The Village has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Procurement Manager
Address: 313 Cree Meadows Drive, Ruidoso, NM 88345
Telephone: (575) 258-4343 Ext. 1081
Email: Purchasing@ruidoso-nm.gov

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other village employees or Evaluation Committee members do not have the authority to respond on behalf of the Village. **Protests of the solicitation or award must be delivered by mail to the Procurement Manager.** The Procurement Manager shall act as a Protest Manager as pursuant to NMSA 1978, § 13-1-172. **ONLY** protests delivered directly to the Procurement 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. Emailed protests will not be considered as properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“**Village**” means the Village of Ruidoso sponsoring the Procurement action.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“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 NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a state Village or local public body.

“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.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" to identify a desirable or discretionary item or factor.

“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 USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“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.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for Consultant personnel, as well as Sub-Consultant personnel if appropriate.

“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 will result in the rejection of the Offeror's proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“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.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the Consultant to furnish items of tangible personal property, services or construction to a state Village or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“Procurement Manager” means any person or designee authorized by a state Village or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Village” means all Village of Ruidoso agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“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.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“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.

“Responsive Offer” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“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 Village 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 Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“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 Offeror’s proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“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.

“VOR” means the Village of Ruidoso

“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	VOR	March 29, 2023
2. Acknowledgement Receipt Form (Appendix A)	Potential Offerors	April 19, 2023
3. Pre-Proposal Conference	VOR - Sierra Blanca Regional Airport	April 12, 2023 @ 10:00 AM Local Time (On-Site)
4. Deadline to submit Questions	Potential Offerors	April 19, 2023
5. Response to Written Questions	Procurement Manager	April 20, 2023
6. Submission of Proposal	Potential Offerors	April 27, 2023 @ 3:00 PM Local Time
7. *Proposal Evaluation	Evaluation Committee	April 27, 2023 – May 4, 2023
8. *Selection of Finalists	Evaluation Committee	May 4, 2023
9. *Oral Presentations(s)	Finalist Offerors	TBD
10. *Best and Final Offers	Finalist Offerors	May 19, 2023
11. *Finalize Contractual Agreements	VOR/Finalist Offerors	May 30, 2023
12. *Contract Awards	VOR/ Finalist Offerors	June 13, 2023
13. *Protest Deadline	VOR	15 Days from award

*Dates indicated in Events 7 through 13 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 Village of Ruidoso on the date proposed in Section II. A.

2. Acknowledgement of Receipt

Potential Offerors should deliver, the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an

authorized representative of the organization, dated and returned to the Procurement Manager by the date and time proposed in Section II. A.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the Sierra Blanca Regional Airport as indicated in Section II.A., Sequence of Events. The address is 1000 NM-220 (Airport Road), Alto, NM 88312.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP on the date and time proposed in Section II. A. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph 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

Responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: <https://www.ruidoso-nm.gov/purchasing>

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DATE AND TIME PROPOSED IN SECTION II. A. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Ruidoso is a rural community, be aware that overnight deliveries often do not arrive by the submission deadline. Please plan accordingly.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package with the title and number of this RFP to clearly indicate that they are in response to this advertisement. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, 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 Village signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager 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.

8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time, if applicable.

9. Oral Presentations

Finalist Offerors 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. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee

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 and demonstration.

11. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Village. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the Village reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Village Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Village.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the Village and taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Village approval.

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this

Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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 award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time 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:

Purchasing Agent
Village of Ruidoso Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V. of this RFP.

2. 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.

3. Prime Consultant Responsibility

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

4. Sub-Consultants/Consent

The use of Sub-Consultants is allowed. The prime Consultant shall be wholly responsible for the entire performance of the contractual agreement whether or not Sub-Consultants are used. Additionally, the prime Consultant must receive approval in writing from the Village before any Sub-Consultant is used during the term of this agreement.

5. 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. The Village personnel will not merge, collate, or assemble proposal materials.

6. 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 Procurement Manager 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.

7. 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.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Village. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- a. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
 - b. Confidential data is restricted to:
 1. confidential financial information concerning the Offeror's organization,
 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 3. PLEASE NOTE: The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.
- B. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Village shall examine the Offeror's 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 confidential data.

9. No Obligation

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

10. Termination

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

11. 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 affected by sending written notice to the Consultant. The Village's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Consultant as final.

12. Legal Review

The Village 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 Procurement Manager.

13. 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.

14. Basis for Proposal

Only information supplied, in writing, by the Village through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

Proposer is to provide an agreement that includes the language provided on Appendix C.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of terms and conditions they expect to have included in a contract negotiated with the Village.

17. Contract Deviations

Any 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 Village and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. 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 NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. 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.

20. Change in Consultant Representatives

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

21. Notice of Penalties

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

22. Village Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and Consultants must secure from the Village written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Village 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.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Village.

25. Confidentiality

Any confidential information provided to, or developed by, the Consultant 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 Consultant without the prior written approval of the Village.

The Consultant(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 Village's written permission.

26. 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).

27. 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 Village, the Offeror acknowledges that the version maintained by the Village shall govern. Please refer to: <https://www.ruidoso-nm.gov/purchasing>.

28. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period

during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Consultant and Village exceed \$250,000 dollars.

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state or Village.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form (Appendix B)

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

30. Letter of Transmittal (Appendix D)

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- 1. Identify the submitting business entity.
- 2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- 3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- 4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- 5. Identify Sub-Consultants (if any) anticipated to be utilized in the performance of any resultant contract award.
- 6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- 7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly indicate acceptance of Section V of this RFP; and**
 - c. Acknowledge receipt of any and all amendments to this RFP.
- 8. Be signed by the person identified in paragraph 2 above.

31. Disclosure Regarding Responsibility (Appendix F)

- A. Any prospective Consultant and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the Village for professional services, tangible personal property, services or construction agrees to disclose whether the Consultant, or any principal of the Consultant's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state New Mexico 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, state, 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 Consultant shall provide immediate written notice to the Village Procurement Manager or other party to this Agreement if, at any time during the term of this Agreement, the Consultant learns that the Consultant'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 Consultant's responsibility and ability to perform under this Agreement. Failure of the Consultant 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 Consultant 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 Consultant 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 Consultant must provide immediate written notice to the Village Procurement Manager or other party to this Agreement. If it is later determined that the Consultant knowingly rendered an erroneous disclosure, in addition to other remedies available to the Governing Body, the Village Manager may terminate the involved contract for cause. Still further the Village Procurement Manager or the Village Finance Director may suspend or debar the Consultant from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Village Procurement Manager or Village Finance Director.

32. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (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 your proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany your proposal.

The Village shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when 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

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors shall deliver:

1. **Technical Proposals** – One (1) ORIGINAL, Five (5) HARD COPIES, and one (1) electronic copy of the proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted USB drive**, one (1) **redacted USB drive**). **The electronic version can NOT be emailed.**

2. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

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

C. PROPOSAL FORMAT

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.) 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 should be minimal. The proposal must be organized

and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal

- A. Signed Letter of Transmittal (Appendix D)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Offeror's Lease Agreement (See Appendix C)
- E. Response to Specifications
 - 1. Qualifications
 - 2. Services Proposed and Business Plan
 - 3. Development and Investment in Airport
 - 4. Fee Schedule (Appendix H)
 - 5. Signed Campaign Contribution Form (Appendix B)
 - 6. Debarment Certification (Appendix F)
 - 7. Non-Collusion Affidavit (Appendix G)
 - 8. New Mexico Preferences (If Applicable)
- F. Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. SCOPE OF WORK

A detailed scope of work has been attached as Appendix E.

B. TECHNICAL SPECIFICATIONS

1. Qualifications

See Section V. Evaluation, B. Evaluation Factors, Technical Specifications, B1. Qualifications below.

2. Services Proposed and Business Plan

See Section V. Evaluation, B. Evaluation Factors, Technical Specifications, B2. Services Proposed and Business Plan below.

3. Development and Investment in Airport

See Section V. Evaluation, B. Evaluation Factors, Technical Specifications, B3. Development and Investment in Airport below.

4. Fee Schedule (Appendix H)

See Section V. Evaluation, B. Evaluation Factors, Technical Specifications, B4. Fee Schedule below.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form (See Appendix D). The form **must** be completed and must be signed by the person authorized to obligate the company.

2. Non-Collusion Affidavit

The Offeror's proposal **must** be accompanied by the completed and notarized Non-Collusion Affidavit (See Appendix G).

3. Debarment Certification

The Offeror's proposal **must** be accompanied by the completed and signed Debarment Certification form (See Appendix F).

4. 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 B).

5. 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 Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Business is 8%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Point is 10%.

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.

Factors – correspond to section IV.B and IV C	Points Available
B. Technical Specifications	
1. Qualifications	40
2. Services Proposed and Business Plan	30
3. Development and Investment in Airport	20
4. Fee Schedule (Appendix H)	10
C. Business Specifications	
1. Letter of Transmittal (Appendix D)	Pass/Fail
2. Debarment Certification (Appendix F)	Pass/Fail
3. Non-Collusion Affidavit (Appendix G)	Pass/Fail
4. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail
5.A. New Mexico Resident Business Preference	8
5.B. New Mexico Resident Veterans Business Preference	10
TOTAL POSSIBLE POINTS	110 points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

Technical Specifications

B.1 Qualifications

Points will be awarded based on Aviation Fixed Base Operations Experience, Management, and Capacity.

Proposal to contain:

- Names and qualifications of company officers and owners
- Brief history of the candidate and a full description of the entity and identification of all parties including disclosure of all persons or entities having a beneficial interest in the proposal.
- A minimum of three (3) years prior experience in FBO services or comparable experience in providing an aviation-related service. The previous experience will be evaluated as it reflects the Proposer’s demonstrated ability to successfully carry out and maintain an operation of this type in an efficient manner.
- Respondent must currently hold or be able to obtain all necessary certifications with local, state, and federal government agencies necessary to operate as an FBO.

B.2 Services Proposed and Business Plan

Points will be awarded based upon the overall quality and depth of proposed services to the Sierra Blanca Regional Airport and general aviation customers.

Proposal to contain:

- Operations Plan containing a complete and detailed narrative description of the scope of operations you propose to provide.
- Include the means and methods to be used to operate as an FBO to provide high-quality fueling service to general aviation customers.
- Customer Service Plan: Describe your philosophy on customer service and your ability to meet the needs/requests of customers.
- Management: Describe your management structure and operating personnel. Proposed job titles and assigned duties for each.
- Mobile Equipment and vehicles: List and describe the mobile equipment and vehicles you plan to use for conducting operations.

This will be evaluated pursuant to the Airport Minimum Standards and the needs of the local aviation and airport business customers.

Respondent must abide by all rules, requirements, or mandates placed upon the airport owned by the FAA or the State of New Mexico including, but not limited to, the Grant Assurances of FAA grants and the Terms and Conditions of State of New Mexico grants.

B.3 Development and Investment in Airport

Points will be awarded based upon the business and development plans to determine the project's positive long-term impact on the Sierra Blanca Regional Airport, general aviation, and the neighboring communities.

Proposal to contain:

- Marketing Program: describe how you would market the airport to retain current tenants and attract new general aviation activity to the Airport.

B.4 Fee Schedule (Appendix H)

Points will be awarded based on the proposed rates, fees and concessions. It shall be viewed as to be fair and reasonable and consistent within the aviation industry.

Business Specifications

C.1 Letter of Transmittal (Appendix D)

Pass/Fail only. No points assigned.

C.2. Debarment Certification (Appendix F)

Pass/Fail only. No points assigned.

C.3. Non-Collusion Affidavit (Appendix G)

Pass/Fail only. No points assigned.

C.4. Campaign Contribution Disclosure Form (Appendix B)

Pass/Fail only. No points assigned.

C. EVALUATION PROCESS

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. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the Village taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM

RFP #2023-008P FIXED BASE OPERATION SERVICES – FUELING, LINE SERVICE AND MARSHALLING

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than date proposed in Section II. A. in the advertised RFP. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
E-mail: Purchasing@ruidoso-nm.gov

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state Village or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Consultant must disclose whether they, a family member or a representative of the prospective Consultant has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Consultant submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Consultant signs the contract, if the aggregate total of contributions given by the prospective Consultant, a family member or a representative of the prospective Consultant to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Village or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective Consultant, a family member of the prospective Consultant, or a representative of the prospective Consultant 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 or 2) a prospective Consultant fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT 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 Consultant 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 either 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective Consultant” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective Consultant” 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 Consultant.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

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 C – LEASE AGREEMENT

Proposer is to provide an agreement to the Village that must include the following terms and conditions:

1. NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the Village under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

2. By entering into this Agreement, the Village and its public employees as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in the Agreement shall be interpreted to modify or waive any provisions of the New Mexico Tort Claims Act, supra.

3. Contractor agrees to indemnify Village against all liability, demands, claims, suits, losses, damages, causes of action, or judgments, including costs, attorneys and witness fees and expenses incident thereto for injury to persons or property arising out of Contractor's performance of duties under this Agreement.

4. The Contractor shall maintain complete and accurate financial records of all fund raising and each and every expenditure made under this Agreement and upon request by the Village shall make available for inspection by the governing body of the Village or its designated agent all of Contractor's financial records with respect to this project within ten days of the date of request.

5. In signing this agreement, the Contractor certifies that this agreement is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

6. The State of New Mexico's Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).

7. In signing this agreement the parties certify that each is aware of the proscriptions and requirements contained in the State of New Mexico Governmental Conduct Act (NMSA 1978 10-16-1 through 10-16-18) and that the Act is applicable to this agreement and the conduct of the parties pursuant to the terms of this agreement.

8. Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.

9. Governing Law. This Agreement shall be governed and construed in all respects and the rights of the parties hereto shall be determined in accordance with the laws of the State of New Mexico. Any suits or claims arising out of this Agreement shall be filed in Otero Village, New Mexico.

10. Compliance with Laws. In performing the services hereunder, Contractor shall ensure that its employees and subcontractors comply with all applicable laws and regulations.

11. Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

12. Insurance. If the services contemplated under this Agreement will be performed on or in Village facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Engineer has assumed under this Agreement). Limits shall not be less than the following:

- a. Bodily injury: \$2,000,000 per person /\$2,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$2,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$2,000,000.
- d. Umbrella: \$2,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2023-008P Fixed Base Operation Services – Fueling, Line Service and Marshalling

Offeror Name: _____ **FEIN#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Consultants (Select one)

___ No Sub-Consultants will be used in the performance of any resultant contract OR

___ The following Sub-Consultants will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Sub-Consultants listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
___ I hereby acknowledge receipt of any and all addenda to this RFP (if applicable).

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Authorized Signature

(Must be signed by the person identified in item #2, above.)

Date

APPENDIX E – DETAILED SCOPE OF WORK

RFP# 2023-008P Fixed Base Operations – Fueling, Line Service and Marshalling

Purpose

The Village of Ruidoso, New Mexico is issuing this Request for Proposals (RFP) for qualified parties (Respondents) interested in providing Fixed Based Operator (FBO) services – Fueling, Line Service and Marshalling at the Sierra Blanca Regional Airport located in Alto, New Mexico. The successful Respondent will be located on the airport property at 1000 NM State Highway 220 88312.

Airport Location

The Sierra Blanca Regional Airport (SBRA) is located off New Mexico State Highway 220 (locally known as Airport Road), approximately 15-miles northeast of the Village of Ruidoso and approximately seven-miles east of the community of Alto. SBRA is located within Lincoln County, New Mexico, in the south-central portion of the state. While Carrizozo is the County Seat of Lincoln, Ruidoso is the most populous town in the County.

The mountain area in which SBRA is located is bordered on the north and east by State Route 380, on the south and east by State Route 70, and on the west by State Highway 48. Direct access to the airfield is provided by State Highway 220 (Airport Road) which runs along the north side of Runway 6-24. One interstate Highway, I-25 is located approximately 100 miles west of SBRA and provides access to other areas in the state and region. The Lincoln National Forrest borders SBRA property on the south and generally SBRA vicinity/service area on all sides. The Mescalero Apache Indian Reservation is located approximately 15 miles south of the airfield. SBRA property measures approximately 1,600 acres and is located entirely within Lincoln County. The published airport elevation is 6,814-feet above mean sea level (MSL) on mountainous terrain, with airfield coordinates of 33° 27' 39.40" N and 105° 31' 48.50" W.

Airport Description

The Sierra Blanca Regional Airport was constructed in its existing location in 1987. The Airport is owned and operated by the Village of Ruidoso. The Village of Ruidoso Council has ultimate responsibility for all airport policy considerations, as well as compliance with all current federal, state, and local regulations. SBRA is part of the National Plan of Integrated Airport Systems (NPIAS). It currently has no scheduled passenger airline services.

There are over 30 based aircraft, mostly single-engine, and the airport supports approximately 5,000 operations per year, more if surrounding military bases conduct high altitude training at the airport, which occurs typically in the winter/spring months. SBRA has 2 runways (12-30, 6309' x 75'; and 06-24, 8120' x 100') and 2 access taxiways, a precision instrument approach (ILS), an AWOS and various navigational aids including lighted windsocks and a rotating beacon. The Airport is presently uncontrolled, but a control tower does exist. Landside facilities include 119 aircraft tie down slots, 24 Sunshade hangars, 27 t-hangars in various sizes, and 16 privately owned hangars.

The aviation fuel storage at the airport includes one 20,000-gallon tank of Jet-A located approximately 1/4-mile northwest of the terminal building along New Mexico State Highway 220 (Airport Road). The tank has a remote pump station that is used to deposit fuel into a fuel truck for full-service Jet-A fueling. The fuel tanks are located ¼ mile from the airport on NM HWY 220. The Jet A tank holds 20,000-gallons, the 100LL tank holds 16,000-gallons and an unleaded fuel tank holds 4,000 gallons of fuel for airport vehicles. The Village of Ruidoso own's all fuel tanks located at the airport.

The current general aviation terminal at SBRA is attached to a hangar located north of the parking apron close to Airport Road. The two-story building is owned by Village of Ruidoso and measures approximately 3,130 square feet.

There will be an office space/cashiers' space available for the awarded contractor that is 203 square feet.

Local Economy

Ruidoso is a resort community which attracts tourists and retirees from neighboring states, especially west Texas, with its mild climate and outdoor activities. The local economy is driven by tourism and real estate and is supported largely with the sales of second homes. SBRA serves as a destination airport for these visitors.

In addition to outdoor adventure vacationing, tourists frequent the inn of the Mountain Gods resort and casino, located on the Mescalero Apache Reservation approximately 15 miles southwest of SBRA, and the Ruidoso Downs horse racing track, located approximately 10 miles southwest of SBRA in Ruidoso Downs, New Mexico. Airport Management estimates that these two facilities represent the top two reasons for aircraft using SBRA.

The selected proposer will be responsible for providing the following services:

1. Aircraft fueling operations, sales (100LL & Jet A), and all other fuels and products.
2. Employment of the appropriate number of properly trained and/or certified personnel to provide satisfactory FBO services, such as fueling, line service, and marshaling.
3. Minimum hours of operation: 12 hours per day, 7 days per week, or an acceptable alternative that may be considered by the city.
4. Aircraft parking and tie-down assistance for inbound aircraft
5. Monthly reports on activities
 - A. Financial reports
 - B. Activity Reports
6. Daily actions (in compliance with CFR 14 Part 139)
 - A. Inspection of fuel farm, fuel trucks, fuel quality, and general operations.
 - B. Maintain accurate records of all maintenance and repair work on the fuel farm and fuel delivery trucks.
 - C. Coordinate with the airport on all aspects of day-to-day operations, including compliance with the airport regulations and policies.

- D. Maintain robust systems and processes in place to effectively manage inspections, inventory, orders, and billing.
- E. Maintain a consistent fuel supply at the fuel farm.
- F. Above ground storage facility maintenance and overall cleanliness.
- G. Answer phone calls in relation to fuel orders, payments, and general information.
- H. Work closely in cooperation with the Airport Manager, Director, Aircraft Rescue Firefighting ARFF personnel on duty.
- I. Security
- J. Meet with tenants
- K. Meet with Village officials as requested
- L. Meet and speak with community groups as requested by the Village
- M. Follow accounting requirements requested by the Village.

Operator to provide maintenance of fuel farm as follows:

- Replacing hoses and nozzles as needed
- General maintenance of the pumps -Grease every 6 months
- Daily safety checks - all valves, safety equipment and major components of the fuel farm
- Keeping the area clean
- Clean up of small fuel spills
- Testing for fuel contamination
- Fuel filter replacement
- Checking the condition of the fuel tanks
- Checking the metering and gauging equipment
- Checking the guarding equipment
- Checking pressure controls

Any major or minor issues with the Fuel Farm must be reported to the VOR immediately. It will be the responsibility of the VOR for all major repairs to the Fuel Farm.

Fiscal year 2021 fuel sales were 178,189 gallons: 154,521 JetA, 23,668 AvGas.

Fiscal year 2022 fuel sales were 165,534 gallons: 145,515 JetA, 20,019 AvGas.

Average fuels sales from 2021 to 2022: 171,861.5 gallons.

Provide fueling services for aircraft with fuel (100 LL and Jet A50) available 24/7. Potential operators shall be made aware that the aircraft fuel tanks are owned by VOR AND fuel truck(s) currently located at the Airport are the property of VOR. Three (3) fuel trucks may be included in the agreement, the maintenance of which shall be the responsibility of the FBO.

Tie down services will be operated by the FBO. No tie down fees will be charged or collected. The Operator will provide and maintain equipment necessary for tie-downs and assist patrons in tying down aircraft.

The Village of Ruidoso to provide the following Equipment:

Fuel Trucks

1999 CCC Jet Fuel Truck 3000 Gallons

2005 International Jet Fuel Truck 5000 Gallons

2001 Isuzu 100LL Fuel truck 1000 Gallons

APPENDIX F – DEBARMENT CERTIFICATION

RFP# 2023-008P Fixed Base Operation Services – Fueling, Line Service and Marshalling

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Date

Signature of Authorized Representative

APPENDIX G – NON-COLLUSION AFFIDAVIT

**RFP# 2023-008P Fixed Base Operation Services – Fueling, Line Service and
Marshalling**

STATE OF _____)
)
COUNTY OF _____) SS

_____, being first duly sworn, deposes and says:

That he/she is _____ of _____
who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person,
partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with
anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder
of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that Village of Ruidoso, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

SUBSCRIBED and sworn to before me this _____ day of _____ 20__.

Notary Public: _____

My commission expires: _____

APPENDIX H – FEE SCHEDULE

The consideration to be paid by the Operator to Owner for the rights and privileges herein conferred, and as rental, shall be as follows:

- (a) Operator shall pay ____ **cents** per gallon of fuel flowage charge 100LL or Jet A50 fuel sold in the conduct of operator's FBO business on the premises.
- (b) Operator shall pay ____ % of gross sales, on any other items sold in the conduct of operator's FBO business on the premises
- (c) Operator shall pay the Owner \$_____ per square foot for up to 230 square feet office space per year.

All payments shall be made monthly and shall be due on the 1st of each month and shall be paid by the 10th of each month.