

REQUEST FOR PROPOSAL

Fixed Base Operator (FBO) Services

Roosevelt Municipal Airport



ROOSEVELT *Utah*



ROOSEVELT MUNICIPAL AIRPORT
Roosevelt City, UT
Fixed Based Operator (FBO)

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1. OVERVIEW

The Roosevelt City Corporation (City), Utah is issuing a Request for Proposals (“RFP”) for Fixed Base Operator (“FBO”) services at the Roosevelt Municipal Airport (74V).

Roosevelt Municipal Airport is a general aviation airport located within Roosevelt City, Utah. Roosevelt City is located in Duchesne County, Utah, which is approximately 100 miles east of Salt Lake City. Roosevelt City contains approximately 6.8 square miles of land and according to the 2019 Census, has a population of 7,041.

The Roosevelt Municipal Airport is within the FAA National Plan of Integrated Airport Systems (NPIAS) and averages approximately 5,500 operations per year and contains 250 acres. Roosevelt Municipal Airport is equipped with one asphalt runway: Runway 7/25 which is 6,501 feet long by 75 feet wide.

The City’s objectives are to promote economic development, generate revenue to further enhance the Airport and to facilitate a quality and viable FBO operation that will complement existing uses and service needs at the Airport. The selected FBO will be expected to apply a proactive business plan and approach to increasing services and business at the Roosevelt Municipal Airport. The City seeks a Fixed Base Operator to occupy the available City facilities and to develop future improvements on the Airport for expanded FBO operations. All aviation businesses will be subject to the Roosevelt Municipal Airport’s Minimum Standards for Fixed Base Operators, which is attached hereto as Exhibit A, and the Rules and Regulations attached as Exhibit B.

Presently there are 12 hangars and 18 tie-downs available for the public for general aviation use.

Respondents shall include a proposal to lease and manage the apron/tie-down area, fueling services, pilot’s lounge, and hangar space that is owned by the City. Exhibit C depicts the facilities that are available to the successful FBO.

Roosevelt Municipal Airport sees a variety of medium to large corporate jet aircraft serving the coal and gas industry and serves the Bureau of Land Management during fire season for the surrounding Uinta Mountain Range.

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TIMELINE SUMMARY

Contact Person:	Sunshine Bellon, Deputy Recorder E-mail: sbellon@Rooseveltcity.com Office: (435) 725-7205
How to Obtain RFP Document:	Via email from the person above or online at Roosevelt City website. Roosevelt City, UT Official Website
Deadline for submitting Proposals:	November 25, 2021 @ 5:00 pm
Property Inspection	Arranged by appointment with Contact Person above.
Submittal Address:	ATTN: FBO RFP 2021 Roosevelt City 255 S State Street Roosevelt, UT 84066
Proposal Format:	See Sections 8 - 11

Note: The Roosevelt City Corporation reserves the right to cancel or modify this timeline at any time. Notices of such decisions or modifications will be located at: [Roosevelt City, UT | Official Website](#)

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2. AIRPORT SPONSOR / AIRPORT OWNERSHIP

Airport Sponsor: *Roosevelt City Corporation*

The Airport sponsor is the public agency or tax-supported organization that is authorized to own and operate an airport, to obtain property interests, to obtain funds, and to be legally, financially and otherwise able to meet all applicable requirements of the current laws and regulations.

Federally obligated airport sponsors are required to operate airports for the use and benefit of aeronautical users and to make those airports available to all types, kinds, and classes of aeronautical activities on both fair and reasonable terms and without unjust discrimination. Airport sponsors may adopt reasonable commercial minimum standards and/or airport rules and regulations.

3. AVAILABLE OPPORTUNITIES

The Roosevelt City Corporation is seeking an experienced FBO service provider at the Roosevelt Municipal Airport to provide full-service fixed base operations representing the Airport.

The selected and approved FBO shall have exclusive rights to the City Fuel System for the provision of general aviation aircraft and corporate aircraft fueling (100LL & Jet A) at the Airport, and shall have the option to utilize 3 acres of vacant land for any proposed (and approved) new development or may lease any of the available facilities listed in Section 4.

4. AVAILABLE FACILITIES FOR LEASE AND MANAGEMENT

Airport owned buildings are available for lease by the successful FBO. Exhibit C depicts the Airport owned available facilities on site to include:

- A single 10,000 SF Maintenance and Operations Hangar.
- A 3,000 SF Pilot and Office building attached to the main hangar, including a small apartment.
- 210,000 SF of Apron/Tie-down area.
- 7,000 SF of public parking area.
- 5,000 SF of rear storage area.
- Note that the east side of the building shall remain clear for access.
- 8,000-gallon tank for Jet A fuel storage.
- 8,000-gallon tank for Avgas storage.
- Fuel dispensary.
- Anti-Icing Distribution Equipment

The vintage hangar building is currently in fair condition with some deferred maintenance. A new hangar door has been recently installed and a contract is in place to renovate the roofing. The leasing of this hangar will require some tenant improvements to bring it into acceptable use and compliance. Respondent should propose a budget and/or rent to the Airport regarding this building and include the purpose and use of this facility.

*** The sizes of the facilities listed above are approximate and subject to verification*

SEE ATTACHED EXHIBIT C FOR LOCATION AND FACILITIES

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FBO / Airport Address:
1707 South 3000 West
Roosevelt, UT 84066

5. FIXED BASE OPERATOR SERVICES

Upon approval and execution of a Lease Agreement, relating to the Fixed Base Operations, the successful operator shall be responsible for all onsite and offsite costs and expenses associated with the development, ownership, management and operation of the proposed facilities.

a) Required Services

The FBO will be required to provide a variety of aircraft aeronautical services including:

- Aircraft fueling services (Avgas, Jet A) and (100 Low lead).
- Fuel Tanks, and fueling equipment provided by the City.
- Aircraft ramp services (including towing, parking guidance, etc.)
- Operations of Unicom radio, issue necessary public information involving airport operations and status.
- Tie-Down and Hangar rental management (management fee paid by City to Lessee)
- Aircraft maintenance and mechanics.
- Pilot amenities & facilities.

b) Optional Services

- The FBO, at its own option, cost and benefit, may provide a variety of other aeronautical services including, but not limited to, Aircraft maintenance and mechanics, flight training, aircraft rental and sales, air taxi/charter, avionics, airframe/engine repair, and aerial surveying/photography.
- Ground power units.
- Lavatory service carts for corporate jets.
- Standalone fuel truck(s).
- Compressed Air.

Note: The interested respondent may propose an alternative model for FBO services, which can meet the City's goal to increase economic vitality on the airport.

c) Services Provided by the City

- Pavement snow and sweeping.
- Courtesy cars (two).

d) Operational Requirements

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- The selected FBO shall accept the property in an “AS IS, WHERE IS” condition, without any express or implied warranties or representations. FBO shall be responsible for routine maintenance of City owned facilities at their cost. Significant improvements or repairs required for City owned facilities greater than \$2,000 per year (\$500 per incidence) shall be conducted and paid for by the City upon approval.
- The selected FBO shall be responsible to maintain the proposed operational site including but not limited to the Leased Premises, approaches thereto, and current and future improvements in good, safe and sanitary order, condition and repair.
- Any alterations, improvements or installation of fixtures to be undertaken by Lessee shall have the prior written consent of City. Such consent shall not be unreasonably withheld, conditioned or delayed by City.
- All alterations and improvements made, and fixtures installed, by Lessee shall remain Lessee property until termination of the Lease. Trade fixtures may be removed by Lessee at or prior to the expiration of the Lease; provided however, that such removal of trade fixtures does not cause injury or damage to the Leased Premises beyond normal wear and tear.
- FBO will report to the Airport Manager and City Manager (or other designated City employee) and attend Airport Board monthly meetings, as a non-voting member.
- FBO personnel shall at all times be properly uniformed which, at a minimum, must identify the FBO's company name. Personnel uniforms shall, at all times, be professional and properly maintained.
- FBO shall conduct minimum operating hours Monday through Friday not less than forty (40) hours per week, from 8:00 AM to 5:00 PM and be available after hours, on-call, with a response time not to exceed 30 minutes.
- The FBO shall have an approved written Spill Prevention Control and Countermeasure Plan (“SPCC Plan”) which meets OWNER, Federal, and State regulations. An updated copy of such SPCC Plan shall be filed with the Airport Board at least five (5) days prior to operations.

e) Rates and Scheduled Increases – Guideline:

It is the Airport’s intent that fees assessed by the FBO be fair, reasonable and not unjustly discriminatory. As per the FAA Compliance Manual section 5190 B 9.2 the Airport must impose the same rates, fees, rentals, and other charges on similarly situated fixed-base operators (FBO’s that use the airport and its facilities in the same or similar manner). Typical methods used to determine and maintain the lease rates at the Airport properties include scheduled property appraisals and periodic cost of living adjustments based on a national index.

f) Proposed Ground Rent per Acre Rate and Minimum Size

The prospective FBO will lease Airport land and may lease available buildings from which to provide FBO services or choose to build their own facilities.

Lease rates will be negotiated with the perspective FBO at the time of selection.

Lease rates are subject to City Council approval.

g) Leasing City Owned Buildings

Rent shall apply to leasing of the Airport owned buildings and equipment if any. Prospective FBO

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should propose terms including the rental rate per square foot for the use of each Airport building requested. Leasing of each Airport owned property shall include routine maintenance and repairs.

h) Scheduled Increases

Typical City lease rates include annual Consumer Price Index (CPI) rental rate adjustments; Beginning July 1, 2022 and every year thereafter, except for the year that rents are adjusted to fair market value, Lease rates will be adjusted by the percentage change in the Consumer Price Index, All Urban Consumers, in the Duchesne County area.

i) Fuel Flowage Fees:

Fuel flowage fees will be negotiated with the perspective FBO at the time of selection.
Fuel flowage fees are subject to City Council approval.

6. GENERAL STANDARDS AND GUIDELINES

The prospective FBO must be supportive of all aviation uses and meet the criteria and Minimum Standards and Rules and Regulations for FBO Operations currently enforced and subject to any future modifications.

The FBO must take into account Federal Aviation Administration (FAA) standards as they relate to Airport Operations. The Lease will articulate that the Fixed Base Operator shall comply with the requirements of all local, state, and federal statutes, regulations, rules ordinances, orders now in force or which may be hereafter be in force, pertaining to the Leased Premises. The Lease compliance shall include conditions precedent to the expenditure or reimbursement to City of Federal funds for the development of Roosevelt Municipal Airport.

7. INSURANCE REQUIREMENTS

A letter of commitment or certificate of insurance from an acceptable (A.M. Best rating of A VIII [A:8]) insurance company setting forth that insurance coverage, at a minimum in the following types and amounts, will be available at the time of commencement of the Agreement term.

The City reserves the right to request additional insurance coverages and amounts through the final lease agreement negotiated between the City and the selected FBO. An estimate of the typical insurance required for Fixed Base Operator at Roosevelt Municipal Airport is as follows:

Airport General Liability	\$5,000,000
Workers Compensation	Statutory limits
Vehicle Liability	\$1,000,000
Aircraft Hull and Liability Insurance	\$1,000,000
Fuel Providers- Pollution Liability Insurance	\$2,000,000
All Risk Property Insurance	\$1,000,000
Hangar Keepers	\$1,000,000
Insurance is required for all Sublessees, Contractors and Fuel Suppliers	As applicable

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8. SUBMITTAL INSTRUCTIONS

Proposals for Fixed Base Operator shall be submitted in writing to the following address only:

Attn: FBO RFP
Roosevelt City
255 S State Street
Roosevelt, UT 84066

Proposals must be received by the City no later than 5:00 PM Thursday, November 25.

Prospective FBOs should submit one (1) original and three (3) copies of the written proposal, each clearly marked as such. The Proposal shall be submitted in a sealed envelope package and clearly marked "FBO RFP Submittal".

The City will not accept fax, email, telephone or telegraphic information. Postmarks will not be accepted. The deadline is absolute, and any Proposal received after the due date and time will not be accepted or considered.

9. PROPOSAL ORGANIZATION AND FORMAT

To expedite and to maintain consistency in the evaluation process, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specific format outlined below, or that fail to provide the required documentation may receive lower scores or be disqualified if found to be non-responsive. In the event of any conflict between any of the proposal documents, resolution thereof shall be at the City's sole and subjective discretion. Proposals shall, at a minimum, include the following information:

- **Cover Letter**
Include a cover letter identifying the operator's company/entity status and the proposal package being submitted. Include other important general information deemed significant enough to be highlighted. The letter shall provide the name, address, telephone number, and e-mail address of the individual authorized to contractually bind the company/entity.
- **Executive Summary**
Include a summary containing highlight of the proposal approach, describing how the operation would be organized and how the operator will ensure responsiveness to City and FAA requirements as well as airport user needs.
- **Business Entity Description**
Provide a statement of the operator's corporate status, type of legal entity and the names of its principal officers including Chief Executive Officer and Chief Financial Officer or Treasurer and include percentage interest if applicable. If the respondent is a corporation, provide a certification from the Secretary of State indicating the complete legal name of the corporation and the date of incorporation. Respondents should also provide a brief history of the entity (corporation, partnership, etc.), and a detailed description of its experience in providing aviation related services.
- **Contact Information**
Name, title, address, and telephone number of the operator's designated contact person for communication pertaining to this proposal.
- **Business Plan**
 - Please include:

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- Services proposed to be offered
- Operator's proposed business plan
- Operator's minimum operating standards
- A list of all the operator's employees that includes position titles
- A list of the key personnel assignments and responsibilities
- A copy of current permits and/or licenses
- An estimated time for commencement of business operations
- The proposed rents and fees to be paid
- Any construction or improvements proposed
- The existing and/or proposed marketing plan
- Any subleasing plan
- Lease term and options proposed
- A list of all vehicles/aircraft in the operator's fleet which will or may be used in meeting the obligations under an agreement with the City
- A full and detailed presentation of the operator's experience in operating an FBO and Jet A/100LL fuel facility
- Specific description of any relevant experience with public agencies.
- Financial Data

Indicate if the respondent has been involved in any litigation or other disputes that have the potential to result in a financial settlement or judgment having a material adverse effect on the respondent's ability to complete the plan of operation. Indicate whether or not the respondent has ever filed for bankruptcy or had operations foreclosed upon.

This financial information shall remain confidential to City staff only for the purposes of determining the financial viability of the respondent.

- **Provide signed Non-Collusion Affidavit – Exhibit D1**

10. OPERATOR QUALIFICATION

- Evidence of five (5) years of continuous experience within the last ten (10) years in ownership and/or operation of a full-service FBO at an airport with at least a mix of air traffic operations comparable to the Roosevelt Municipal Airport, or equivalent relevant experience.
- Evidence that the Proposer is authorized to conduct business in the State of Utah for all aspects of the business it proposes including any and all required licenses and permits required by local, state, and federal regulatory agencies prior to the start of operations.
- Financial resources capable of sustaining the proposed operation, as determined reasonable by the City, and specified in the adopted Minimum Standards.
- Positive references from those associated with current and previous operations similar to those being proposed.
- Adequate qualified personnel to provide the services proposed.

This is a request to submit a proposal based on qualifications, experience, and rates providing FBO services. Firms with prior success in providing these services on Airports are strongly encouraged to submit proposals. The Roosevelt City Corporation reserves the right to waive any formality in an propose guaranty, to reject any/all submissions and to negotiate with the top-ranked firm or firms to such extent as necessary.

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11. REQUIRED FEDERAL CLAUSES AND FORMS

The following federal clauses are applicable to this RFP and agreements. The Non-Collusion Affidavit form must be completed in full and submitted with the proposal:

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or;
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (Title of Sponsor) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (Title of Sponsor) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (Title of Sponsor) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Sponsor) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements

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entered into by Roosevelt Municipal Airport pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Roosevelt Municipal Airport will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Roosevelt Municipal Airport will there upon revert to and vest in and become the absolute property of Roosevelt Municipal Airport and its assigns.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

NON-COLLUSION AFFIDAVIT

Certifying that the respondent has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted. Attachment D-1.

12. PRE-PROPOSAL MEETING

A pre-proposal meeting to discuss the proposal process can be scheduled on an as-needed basis. Please contact the City Manager to schedule a meeting.

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13. SELECTION CRITERIA

The City intends to select an FBO based on a “Best Value” basis. As such the City will consider factors other than just the cost in making the award decision. In evaluating the proposal under these criteria, the combined experience, and resources of all principals as well as the business and development plan will be considered. City will evaluate all requested information submitted.

The written proposals will be evaluated and scored based upon the following proposal criteria:

a) **Evaluation Points:**

		Minimum Points	Factor Description
1	Qualifications (Experience and knowledge)	25	Aviation Fixed Base Operations Experience, Management, and Capacity shall be reviewed and evaluated. The previous experience will be evaluated as it reflects the Proposer's demonstrated ability to successfully carryout and maintain an operation of this type, size, and complexity in an efficient manner.
2	Services Proposed and Business Plan	20	The overall quality and depth of proposed services to the Roosevelt Municipal Airport and general aviation customers will be evaluated pursuant to the Airport Minimum Standards and the needs of the local aviation and airport business customers.
3	Development and Investment in Airport	20	Business and Development plans will be evaluated to determine the project's positive long-term impact on the Roosevelt Municipal Airport, general aviation, and the neighboring communities.
4	Fee Schedule	15	Proposed rates, fees and concessions shall be viewed as to be fair and reasonable and consistent within the aviation industry.
5	Financial Ability and Credit Worthiness	20	Evidence of Proposer's financial capacity to deliver the proposed project improvements and business plans will be evaluated as demonstrated by current availability of capital and by past financial performance. City will evaluate, financial statement, assets, credit history and business performance.
	Total Points	100	

The evaluation committee will rank the proposals and submit their recommendation to the City Council. After reviewing the recommendations of the selection team, the City Council will make a selection of the best proposal or reject all offers as unsatisfactory. The City will then begin negotiations with the selected FBO which will be subject to mutual agreement of the necessary agreements and then subject to approval by the Roosevelt City Council.

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Evaluation Method shall include:

a) Initial Evaluation

Each Proposal received shall first be evaluated for responsiveness (meets the minimum requirements).

b) Evaluation

The City anticipates that it may select a minimum of a four-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP.

PLEASE NOTE: *No Proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a Proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. The designated contact person is the only person at the City the Proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such Proposer(s) to be eliminated from consideration for award of FBO.*

The evaluation committee shall evaluate the responsive proposals submitted and award points according to the Evaluation Points chart above.

c) Potential “Competitive Range” or Best and Finals” Negotiations.

The City reserves the right to conduct a “Best and Finals” negotiation at their sole discretion. Such “Best and Final’s negotiation, which may include oral interviews with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the City in a timely manner. In this case, with no longer than 10 days after the beginning of such negotiation with the firms deemed to be in the competitive range.

Determination of Award:

The subjective points awarded by the evaluation committee will be summarized and forwarded to the City Council, along with the Airport Board comments for review and final selection.

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Proposer entity will be excluded from participation on the evaluation committee. Similarly, all persons having ownership interest in and/or contract with a Proposer entity will be excluded from participation on the evaluation committee.

Any agreement negotiated by the City is subject to approval by the City Council for the Roosevelt City Corporation in their sole and absolute discretion.

By responding to the RFP and submitting a proposal, the successful Proposer acknowledges and agrees that the FBO and the City will only execute agreements prepared by City which are substantially approved as to form and substance by City staff and City Counsel.

14. DISCLAIMERS AND RESERVATION OF RIGHTS

a) Right to Reject, Waive, or Terminate the RFP. The City reserves the right to reject any or all proposals, to waive any informality in the RFP process, and/or to terminate the RFP process at any time, in City’s sole and absolute discretion, if deemed by the City to be in its best interests. In no event shall City have any liability for a cancellation. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

b) Right to Not Award. The City reserves the right not to award a contract pursuant to this RFP.

c) Right to Determine Financial Responsibility and Viability. The City reserves the right to require of Proposer information regarding financial responsibility and viability or such other

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information as the City determines is necessary to ascertain whether a proposal is in fact the most responsive and responsible proposal submitted.

- d) **Right to Add Terms and Conditions.** The City reserves the right to add terms and conditions to the RFP and any necessary Agreements through addendums.
- e) **Right to Retain Written Proposals.** The City reserves the right to retain all written proposals submitted to City by all Proposers in response to this RFP. The City may permit the withdrawal of proposals when requested in writing by the Proposer and such request is approved in writing by the City Manager in their sole and absolute discretion.
- f) **Right to Negotiate Fees.** The City reserves the right to negotiate the fees proposed by the successful Proposer.
- g) **Right to Reject Any Proposal.** The City reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- h) **No Obligation to Compensate.** The City shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP, including travel.
- i) **Right to Prohibit.** The City shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

By submitting a proposal, each prospective Proposer is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the City in writing within five (5) days of the discovery of any item listed herein, or of any item that is issued thereafter by the City that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the City, but not the prospective Proposer of any responsibility pertaining to such issue.

- a) **Public Disclosure of Proposal Documents.** To the extent required by law, documents submitted in connection with this RFP may be subject to disclosure pursuant to the Utah State Law.
- b) **Right to Terminate Negotiations.** The City reserves the right to terminate negotiations at any time during the RFP process or in the negotiation of any necessary agreements. City in its sole and absolute discretion and for any reason or purpose may terminate this process by providing notice in writing to a selected FBO of such termination of negotiations. The City shall have no obligation to compensate a selected FBO for any costs incurred in responding to this RFP, including travel. The City may then proceed to negotiate with the second ranked FBO at their discretion.

The information presented in this RFP is the best available to the City. No representation is made as to its completeness or accuracy. It is expected that the FBO operator will perform any required investigations regarding their proposal, at their own cost and risk.

15. INFORMATION SOURCES

Should there be any questions regarding the RFP you are encouraged to contact the City Manager.

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Attachments include:

- Exhibit A – Roosevelt Municipal Airport Minimum Standards for Fixed Base Operators
- Exhibit B – Roosevelt Municipal Airport Rules and Regulations
- Exhibit C – FBO Operations Area
- Exhibit D1 – Non-Collusion Affidavit

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EXHIBIT C
FBO OPERATIONS AREA



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**EXHIBIT D-1
NON-COLLUSION AFFIDAVIT CERTIFICATE**

I, by signing the below, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing this certificate below, I am deemed to have agreed to the provisions of this declaration.

Firm Name

Authorized Member