

**TAUNTON MUNICIPAL AIRPORT
REQUEST FOR COMPETITIVE PROPOSALS
AIRPORT MANAGEMENT SERVICES**



3-YEAR CONTRACT

NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024

RFP RESPONSE IS DUE:

AUGUST 2, 2021

2:00 P.M. LOCAL TIME

BID OPENING ON AUGUST 2, 2021 AT 2:00 P.M.

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The Taunton Municipal Airport Commission (Commission) is requesting proposals from people interested in submitting a response (Respondent) to this solicitation for Airport Management Services at the Taunton Municipal Airport (KTAN, or Airport). The Commission anticipates negotiating a Three (3) year contract, anticipated to commence on **November 1, 2021**. The successful/selected applicant (Contractor) will perform the duties of Airport Manager under the direction of the Commission, pursuant to all applicable laws and regulations of the MassDOT Aeronautics Division.

Background Information

KTAN is located approximately four miles east of downtown Taunton in Southeastern Massachusetts. Situated 41.5 feet above mean sea level (AMSL), the Airport provides the City of Taunton with aviation facilities designed to accommodate a full range of aviation services and general aviation operators ranging from small piston engine aircraft to turboprop aircraft, as well as the potential for some small corporate business jets.

The Airport, along with the aviation-related businesses and facilities, represents a vital and significant regional transportation and economic asset. In addition to its many aviation-related benefits, the Airport supports local industries, industrial parks, and businesses and encourages additional business development and expansion for cities and towns throughout the region. This fact was demonstrated in the *2019 Massachusetts Statewide Airport Economic Impact Study* which quantified the total aviation and non-aviation related impact of the Taunton Municipal Airport at 25 jobs, with total wages of \$1.06 million and a total economic output of \$3.54 million.

Additional information regarding the City of Taunton and neighboring communities, including housing, schools, medical facilities, shopping, climate, and recreational activities and opportunities may be obtained by contacting the Taunton Area Chamber of Commerce at (508) 824-4068 or on the Internet at <https://www.tauntonareachamber.org>.

Management Contract / General

The Contractor shall execute an Airport Management Agreement (Contract - see Attachment 1, including Exhibit 1), which includes a list of duties and responsibilities, as well as other contract terms and conditions required for this position. The duration of the contract term is for three (3) years, anticipated to commence on **November 1, 2021**.

The Contract identifies the hours of operation for this position, which includes a combination of full time on-site active duty, and on-call status which is required after normal working hours.

Regardless of the length of service under this Contract, the Commission will automatically publish a new RFP to solicit interest from prospective applicants for Airport Management Services beyond the termination date of the Contract noted herein. This re-solicitation for Airport Management Services is

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not a reflection on the performance of the incumbent Contractor; rather it is considered good business practice.

Management Contract / Performance Requirements

In general terms, the Contractor shall be responsible for the daily management, supervision, operation, security, and routine maintenance of the Airport, subject to direction and oversight by the Commission.

This position is also subject to applicable laws, rules, regulations, directives, orders, advisories, policies and procedures, and grant assurances of the local, state, and federal government, as amended from time to time, including, but not limited to:

- FAA Advisory Circulars, Orders, Directives, Grant Assurances
- Mass. General Law, Chapter 90, Sections 35 to 52 inclusive (ref. 90:51E)
- 702 CMR 1.00 to 7:00 inclusive (ref. Section 5.04, Airport Managers)
- MassDOT Aeronautics Division Directives, Grant Assurances

Attachment 1, including Exhibit 1, includes a copy of the Contract, which includes the duties and responsibilities, as well as other contract terms and conditions for the position of Airport Management Services and Airport Manager.

If the Respondent does not already possess a current state Airport Manager's license issued by the MassDOT Aeronautics Division, the selected applicant must pass an exam administered by the MassDOT Aeronautics Division within 90 days of Contract execution in order to obtain a valid license to practice as an Airport Manager in the Commonwealth of Massachusetts. Failure to successfully pass the exam and obtain a valid Airport Manager's License from the MassDOT Aeronautics Division may be grounds for termination of the Contract with no liability of further compensation by the Commission beyond the date noted on the termination notice.

Technical Proposal Requirements / Minimum Evaluation Criteria (Sealed Envelope #1)

In order to simplify and expedite the evaluation process, the Commission requires that all Proposals follow a specific format to facilitate comparability. Any material deviation from this format may result in disqualification of the Proposal. Technical Proposals must include the following information to be considered responsive and eligible for further evaluation¹ and selection:

- 1. Cover Letter / General Description of the Respondent (10 points):** In cover letter format, please identify the name, address, telephone number, and email address of the Respondent. Please also describe the nature of its business, as well as the size and location of the legal entity proposed to serve as Airport Management Services at KTAN. Please also include the number of

¹ Points assigned (as identified in parenthesis) are the maximum amount eligible for the particular evaluation criterion, assuming it is the most highly advantageous compared to all other proposals under consideration.

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years the entity has operated in such capacity, as applicable to the role and responsibilities required of the position. The letter should be signed by a representative of the firm duly authorized to sign the Contract.

2. **Qualifications (25 points):** Please include any and all information which clearly articulates the qualifications of the Respondent submitting for this position, particularly as it relates to the duties and responsibilities noted in Attachment 1 referenced herein (including Exhibit 1). Recent, relevant qualifications serving as an Airport Management Services and/or Airport Manager, including past or current licensing as an Airport Manager in the Commonwealth of Massachusetts is considered highly advantageous.
3. **Experience (25 points):** Please include any and all information which clearly articulates the experience of the Respondent submitting for this position, particularly as it relates to the duties and responsibilities noted in Attachment 1 referenced herein (including Exhibit 1). Recent relevant experience as Airport Management Services and/or Airport Manager, as well as experience working with the MassDOT Aeronautics Division and/or the FAA New England Region is considered highly advantageous.
4. **Resumes of Key Personnel (25 points):** Please include resumes of key personnel within your firm that will be acting in the capacity of Airport Manager and any assistants thereto. Please include reference to having any special qualifications, licenses, and registrations required by the position. Relevant management experience and examples of positive communication and interaction with the general public is considered highly advantageous.
5. **Additional Information (10 points):** Please include any other additional information that the Respondent believes is relevant for consideration by the Commission, which would make its selection more advantageous for the Airport. Examples may include, but are not limited to particular knowledge of the Airport; environmental resources and applicable permitting issues; local knowledge of the area, including Airport tenants; abutters; the City of Taunton; etc.
6. **Professional References (5 points):** Please provide three professional references. References germane to the professional qualifications and experience of the position will be considered highly advantageous.
7. **Conflict of Interest Statement (0 points):** Please include a detailed statement or narrative, as the case may be, representing the Respondent's opinion that, if selected for the position of Airport Management Services / Airport Manager at KTAN:
 - a. He/She does not know of any real or perceived conflict(s) of interest, whether past, present, or future, that did/does/may exist with any member of the Commission, a City representative, a tenant, or any other business partner associated with the Airport; or,

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- b. He/She is aware of one, or more, real, or perceived conflict(s) of interest, whether past, present, or future, that did/does/may exist with any member of the Commission, a City representative, a tenant, or any other business partner associated with the Airport. And, if so, please explain such conflict(s) of interest in sufficient detail for consideration by the Commission.

A Respondent having no real or perceived conflict(s) of interest will be considered highly advantageous.

In an effort to ensure compliance with this section, now and in the future, the Commission is not interested in reviewing applicants that propose an FBO/Airport Management Services combination.

Respondents that identify any real or perceived conflict(s) of interest may be subject to further inquiry and review by the Commission and/or City legal review. Despite the (absence of) points assigned to this selection criterion, the nature and severity of any real or perceived conflict(s) of interest may be considered sole justification for rejection of a Proposal. This determination will be made at the sole discretion of the Commission.

A Proposal, which does not include the information noted above in line items 1 through 7, shall be considered unresponsive and will not be considered for further evaluation or selection.

Technical Proposals may be submitted either one-sided or double-sided but shall not be more than twenty (20) pages of written text in total, excluding front and back covers and dividers. There is no requirement for font, except that it shall be easily readable and not be less than 10 points in size.

Submit eight (8) paper copies, printed, and bound, all of which must be included in a sealed envelope (Sealed Envelope #1), separate from the Price Proposal noted herein. The envelope must be clearly marked on the outside of the envelope with the legal name of the entity submitting the Technical Proposal, with a label marked as follows: *“Technical Proposal for Airport Management Services at the Taunton Municipal Airport”*.

Price Proposal Requirements (Sealed Envelope #2)

Only Respondents that submit technical proposals deemed by the Commission to be responsive shall be considered for further evaluation and selection, which shall then include review and evaluation of the Respondent’s Price Proposal.

1. **Price Proposal (100 points):** please include the minimum monetary compensation proposed by the Respondent, listed separately by the exact year, for each year of the prospective Contract referenced herein. Please also include a total cumulative cost for all years. The quoted fee shall be all-inclusive for all required services during the term of the Contract including, but not limited to the cost of the Contractor’s time, labor, materials, insurance, and incidental costs required of the position which are not identified in the Contract as being compensated by the Commission.

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The format of the price proposal shall be in letter form, addressed to the Airport Commission Chair at KTAN, with a bid price breakdown listed as follows:

Year 1 November 1, 2021 through **October 31, 2022**): \$
Year 2 November 1, 2022 through **October 31, 2023**: \$
Year 3 November 1, 2023 through **October 31, 2024**: \$
Total Cumulative Compensation (3 Year Total): \$

Respondents deemed to have sufficient qualifications and experience with the lowest total request for compensation will be considered highly advantageous. Respondents submitting an unbalanced annual request for compensation (e.g., front-loading the first year, or two) will be considered unresponsive and will be sufficient reason for rejection by the Commission.

Price Proposals shall be in the form of a one-page letter signed by the same duly authorized person of the legal entity submitting the Technical Proposal. There is no requirement for font, except that it shall be easily readable and not be less than 10 points in size.

Submit eight (8) paper copies, each one signed by the Respondent, all copies of which must be included in a separate sealed envelope (Sealed Envelope #2), separate from the Technical Proposal noted herein. The package must be clearly marked on the outside of the envelope with the legal name of the entity submitting the Price Proposal, with a label marked as follows: *"Price Proposal for Airport Management Services at the Taunton Municipal Airport"*.

Proposal Submission Deadline

As mentioned above, Respondents to this RFP are required to submit separate written Proposals by the Proposal Submission Deadline. Proposals shall not be submitted by email or facsimile machine (i.e., fax).

Respondents must submit their proposal no later than 2:00 p.m. local time on Friday, [RFP Due Date] to be considered for selection. Any proposal submitted after this deadline will not be accepted.

Respondents are required to submit the following in one complete sealed package containing:

1. Eight (8) separate, bound, paper copies of the Technical Proposal in one separate sealed envelope
2. Eight (8) separate, paper copies of the Price Proposal in one separate sealed envelope
3. One (1) compact disk (CD) or memory stick which includes separate electronic copies of the Technical Proposal & Price Proposal, both saved in .PDF format.

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Please submit one complete sealed package including all of the contents listed above, with the outside package label marked as follows:

Bid for KTAN Airport Management Services
Submitted by: ***Respondents Name***

Airport Management RFP
c/o Shannon Valentino
Law Department
Taunton City Hall
15 Summer Street
Taunton, Massachusetts 02780

Proposal Evaluation & Selection

The Commission will review, evaluate, and score all technical proposals first, then do the same afterwards for the price proposals. If necessary, the Commission will conduct interviews for the top-ranked proposals. In such case, the Commission will contact all Respondents chosen for an interview. The Commission will rank all proposals on the basis of the evaluation criteria noted herein.

A total of 100 points is assigned for Technical Proposals, and a total of 100 additional points is assigned for Price Proposals. The cumulative total value of points for the Technical Proposal plus the Price Proposal will form the basis of the Respondent's overall score, which shall serve as the basis for selection by the Commission.

The Commission's evaluation of the Respondent's performance during the interview, if necessary, will also impact the Respondent's overall score. Interviewees will be ranked based on their presentation.

The Commission will recommend the most advantageous Proposal, which shall vote to approve the selection. The parties shall then immediately execute the Contract based on compensation submitted in the Price Proposal or such lower amount of compensation as may be negotiated. If for any reason, the Commission does not approve the top recommendation, or said Bidder chooses to cancel its candidacy for the position, then the Commission may consider voting on approval of the second-most advantageous proposal, and so on. Nevertheless, the Commission, at its sole discretion, may cancel this solicitation at any time it is deemed to be in the best interest of the Commission and/or the City of Taunton.

Regardless of the final selection, all Respondents will be notified in writing of the selection results.

Additional Information

- If it becomes necessary to revise any part of this RFP at any time during this solicitation, or otherwise provide additional information, one or more addendum/addenda will be issued by the Commission to all firms that receive a copy of this document. An addendum may, or may not, impact the Proposal Submission Deadline, so please be careful to read any such addendum very carefully. Any addenda to this RFP will be posted on the Airport Page of the City of Taunton

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Website. It shall be the responsibility of the Bidder to frequently consult this webpage for any addenda to this RFP.

- All proposals shall become the property of the Commission and are subject to disclosure as required by Massachusetts General Laws and regulations of the state and/or City of Taunton.
- All proposals shall remain valid for a period of ninety (90) calendar days after the Proposal Submission Deadline noted above.
- The Commission shall not be liable for any cost(s) incurred by proposers associated with this RFP including, but not limited to preparation, coordination, submission, and interviewing.
- The Commission reserves the right to accept or reject any and all proposals, and/or waive any informalities or technicalities, if it is determined to be in the best interest of the Commission.
- The selected firm will be required to sign a non-interest disclosure for any and all, actual or perceived, conflicts of interest as noted above, under the pains and penalties of perjury.
- Award of a Contract is subject to approval of the Commission.
- Award and payment is dependent on the availability of funds.

Eligibility

Before preparing a response, proponents must ensure that it meets the following eligibility criteria. The applicant must:

1. Have a minimum of three (3) years' experience in providing airport operations and management services.
2. Have labor resources and support services available.
3. Have experienced, qualified staff.
4. Must possess or have the ability to acquire:
 - a. Airport Managers License;
 - b. Massachusetts 2A1c Hydraulic Operators License;
 - c. Certified as a Massachusetts Underground Storage Tank Licensed Operator;
 - d. Applicable Commercial Driver's Licenses; and,

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- e. Any other licenses or permits that may be required for the operation of the airport facilities and equipment.

RFP Availability

A paper copy of this document may be obtained from the Commission at the following address:

Airport Management RFP
c/o Shannon Valentino
Law Department
Taunton City Hall
15 Summer Street
Taunton, Massachusetts 02780

An electronic copy of this document is also available on the internet at the following web address:

<https://www.taunton-ma.gov/airport>

Proposal Questions

Any questions concerning conditions and specifications shall be directed in writing to the following address for receipt no later than ten (10) days prior to proposal due date. Inquiries must reference the proposal due date. Failure to comply with this condition will result in proposer waiving their right to dispute the proposal. Questions regarding this RFP must be received no later than ten (10) calendar days prior to the proposal closing date to ensure an answer is provided prior to the closing date.

Direct all questions regarding this RFP in writing to:

Airport Management RFP
c/o Shannon Valentino
Law Department
Taunton City Hall
15 Summer Street
Taunton, Massachusetts 02780

svalentino@taunton-ma.gov

Be sure to reference: TMAC Airport Manager RFP in any correspondence.

THE TAUNTON MUNICIPAL AIRPORT COMMISSION IS AN EQUAL OPPORTUNITY EMPLOYER.

Attachment 1
to
RFP for KTAN Airport Management Services

**AIRPORT MANAGEMENT AGREEMENT
For the Operation of The
TAUNTON MUNICIPAL AIRPORT**

THIS AGREEMENT is executed this _____ day of _____, 2021, by the City of Taunton Municipal Airport Commission, duly established under the provisions and authority included, but not limited to, Massachusetts General Laws (2018) Chapter 90, Section 51E and 51F as amended, hereinafter called the Airport Commission, and _____ organized and existing under the laws of the Commonwealth of Massachusetts, having its principal place of business at _____, and its mailing address as _____, hereinafter called the Airport Manager, do hereby agree as follows:

WHEREAS, the Airport Commission is in general control of the Taunton Municipal Airport lying within the City of Taunton, Massachusetts;

WHEREAS, the Airport Commission and Airport Manager are committed to the proper operation, improvement, and continued development of the Airport and in providing exceptional, efficient, and friendly service at the airport;

WHEREAS, the Airport Manager represents and has provided sufficient proof that they have the qualifications, experience, and ability to perform the functions of Airport Management and Airport Manager;

WHEREAS, the Airport Commission and the Airport Manager now desire to enter into a contractual agreement allowing the Airport Manager to oversee the daily operation of the Airport under the direction of the Airport Commission; and,

NOW THEREFORE, in consideration of the terms and conditions listed herein, the Airport Commission grants to Airport Manager, the title and office of "Airport Manager" along with the appropriate duties, responsibilities, and obligations entered herein.

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Section 1. Term and Amount

No person, partnership, firm, association, corporation, or entity, incorporated or otherwise, shall utilize the Airport for any other commercial activity other than manage the Airport under the provisions of this Agreement, unless approved by written consent from the Taunton Municipal Airport Commission (TMAC).

- A. Term – This agreement shall be for the period of three (3) years, beginning on **November 1, 2021**, and expiring at 12:01 AM local time **October 31, 2024**. This contract agreement shall continue until such time as this contract agreement is expired or terminated upon mutual agreement by TMAC and Airport Manager.

- B. Amount – The amount to be paid to the Airport Manager, by the Airport Commission for the duties and responsibilities of Manager of the Airport listed herein shall be: \$ _____ per month from and November 1, 2021 through October 31, 2022, inclusive; \$ _____ per month from November 1, 2022 through October 31, 2023, inclusive; and, \$ _____ per month from November 1, 2023 through October 31, 2024, inclusive.

- C. During the term of this contract agreement, Airport Manager will provide the services dedicated to the performance of airport duties as stated in Exhibit 1 of this Airport Management Agreement.

- D. From time to time, during the term of this contract agreement, the Airport Commission may request and/or direct that the Airport Manager and/or his employees perform additional work and/or services not included under this contract agreement. Any increase in the scope of work and/or additional services or emergency response may result in additional fees. Additional out-of-scope work and/or services and associated fees will be identified by the Airport Manager, discussed, reviewed, and approved by the Airport Commission prior to being executed/performed. Any and all fees for additional out-of-scope work/services will be submitted to the Airport Commission as they are incurred and paid directly by the Airport Commission via the normal accounts payable voucher services provided by the City of Taunton, MA.

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Section 2. Airport Commission's Obligations

The Airport Commission shall be responsible for adopting a plan of action for the general operation of the Airport and providing sufficient funding for carrying out such plan, including, but not limited to, those duties in Exhibit 1. The Airport Commission shall provide an airport budget which will include funds for the daily operation of the airport and any required airport maintenance. The Airport Commission shall receive any and all monies, rents, fees, and revenues derived from the Airport except as agreed upon by the Airport Commission and the Airport Manager and entered herein.

Section 3. Office and Duty Hours

- A. The Airport Commission shall provide Airport Manager with sufficient office space at the Airport. This office shall be fitted, at the Airport Commission's expense, with an executive type of desk and chair, computer, and computer software, filing cabinets, visitor's chairs, telephone, internet service and other communication services, UNICOM transceiver, lights, photocopy machine, restroom, and all other items and supplies normally required to function as an appropriate office. The Airport Commission shall be responsible for all utility bills normally associated with the operation of an office.

- B. Hours – Airport Manager or a Manager's qualified designee shall be on call and available twenty-four (24) hours per day, seven (7) days per week. The Manager or the qualified designee shall have a physical presence at the Airport Managers Office, or other location physically posted at the exterior of the Airport Manager's Office, during peak operating hours and usage hours as designated in Exhibit 1, except those holidays in Section 8 of Exhibit 1, and shall have and make available a regular weekly schedule of office hours excluding those holidays in Section 8 of Exhibit 1. All reasonable efforts shall be taken by the Airport Manager to be physically present at the Airport during duty hours and in the event the Airport Manager cannot be at the Airport, they must notify the Airport Commission at least two (2) days before their absence, excepting emergencies.

Section 4. Duties and Responsibilities

Airport Manager shall be responsible for the daily operation and routine maintenance of the Airport and shall report directly to the Airport Commission. The Airport Commission shall provide sufficient funds, parts, equipment and/or supplies for such assigned duties and

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responsibilities. These duties and responsibilities shall include but not be limited to the following:

- A. Point of Contact – The Airport Manager shall be the point of contact and have the full support of the Airport Commission for all airport business, except pertaining to grants by the Federal Aviation Administration (FAA) or the Commonwealth of Massachusetts Department of Transportation – Aeronautics Division (MassDOT) unless so granted within this agreement or under a separate contract.
- B. The Airport Manager agrees to operate the airport in accordance with the obligations of the Airport Commission to the federal and state government under applicable grant agreements or deeds or any other applicable obligation and/or agreements. The Airport Manager agrees to operate the airport for the use and benefit of the public, to make available all airport facilities and services to the public on fair and reasonable terms and without discrimination; to provide space on the airport, to the extent available and to grant rights and privileges for the use of aeronautical facilities of the airport to all qualified persons and companies desiring to conduct aeronautical operations on the airport.
- C. The Airport Manager acknowledges and agrees that this management agreement is subordinate to the Airport Managers obligations to the federal and state government under existing and future agreements for federal aid for the development and maintenance of the airport.
- D. The Airport Manager is required to follow all applicable rules, regulations, and operating procedures that are established by the Airport Commission, FAA, and MassDOT.
- E. Airport Manager shall operate the fuel farm at the Airport with due regard for operational requirements for the refueling of aircraft. The Airport Manager shall have oversight of properly trained individuals in aircraft refueling and be available during normal or on call operating hours.
- F. Collection of Rents/Leases and/or Fees – The Airport Manager shall be the agent of the Airport Commission for collecting all rents and fees due the Airport Commission from others for the use of the Airport including hangar rents, tie-down fees, fuel sales, fuel flowage fees, Fixed Base Operator (FBO) lease payments, and any other rents or

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fees arising from the Airport, except Federal, State, County, City and/or other organizations' grants. The Airport Manager shall keep accurate records of such collections and turn over all monies to the Airport Commission Treasurer on an agreed upon schedule/basis no less than one time per month.

- G. Airport Equipment – Airport Manager shall operate and maintain the Airport Commission owned aircraft fueling system, including storage tanks, pumps, equipment, and vehicles. Airport Manager shall be responsible for the upkeep, repair, and maintenance of all Airport Commission's airport equipment. This shall include, but not be limited to, replacing defective runway, taxiway, beacon, hazard lights, airport signs, and other airport infrastructure; arranging for repairs to any visual or navigational aids, and maintaining all Airport Commission owned tractors, mowers, or other equipment assigned to Airport Manager or to the Airport.
- H. Vacant Property – Airport Manager shall be responsible for the upkeep and mowing of all unleased land and the upkeep of any unleased Airport Commission owned buildings at the Airport.
- I. Fencing – Airport Manager shall be responsible for the oversight of the Airport's perimeter fencing. All necessary repairs shall be paid by the Airport Commission.
- J. Taxes, Fees, and Insurance – The Airport Manager shall be liable for all taxes and fees owed on or by their personal business or individually. Under no circumstances shall the Airport Commission be liable for or be required to pay tax or fee owed by the Airport Manager and/or his/her business. The Airport Commission shall provide insurance for all Airport Commission owned real property located at the Airport under the Airport Commission's policy which shall be for the sole benefit and protection of the Airport Commission. Airport Manager shall be required to provide business liability insurance in the amount of not less than \$2,000,000.00 per incident/\$4,000,000.00 aggregate. Certificates of such insurance shall be furnished by Airport Manager to the Airport Commission and a certificate naming the Taunton Municipal Airport Commission and City of Taunton as an additional insured presently then in effect shall be on file at all times with the Airport Commission and City Law Department. Any changes in these policies or certificates must have prior written approval of the Airport Commission.

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- K. Notifications – The Airport Manager shall be responsible for issuing and canceling any required notices to the FAA, State, or local authorities pertaining to airport operations or safety.
- L. Airport Manager, its employees and/or their agents shall not use Airport property nor permit the Airport property to be used for any illegal or unauthorized purpose.
- M. Airport Manager shall furnish the Airport Commission with certificates of insurance showing that all its employees who shall be connected with the performance of the contract agreement are protected under Workers' Compensation Insurance Policies, in statutory amounts.
- N. Obtain and maintain all licenses, certifications, and permits required by federal, state, and local laws to perform duties.
- O. Other duties and responsibilities as required and/or agreed upon by the Airport Commission and Airport Manager and listed herein in Exhibit 1, herein attached.
- P. The Airport Commission shall provide to Airport Manager two (2) part-time employees or personnel for up to 19.5 hours per week for each employee or personnel.
- Q. Airport Manager and their employees shall at all times conduct themselves in the best image and interest of the Airport.

Section 5. Assignment or Sale

Airport Manager shall not assign this contract agreement or any right hereunder to any person, corporation, or association. Airport Manager shall not sell or transfer this contract agreement to any person, corporation, or association, without the prior written approval of the Airport Commission. Any such assignment shall be grounds, at the sole option of the Airport Commission to immediately terminate this contract agreement.

Section 6. Termination

- A. This contract agreement may be prematurely terminated by either the Airport Commission or Airport Manager if either fails to abide by the terms and conditions expressed herein, or by mutual agreement and consent of both parties in writing.

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Should Airport Manager file for bankruptcy or the Airport Manager be deemed incompetent, or become deceased, this contract agreement shall immediately terminate and shall not be considered as part of the Airport Manager's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event Airport Manager fails to make timely payments of any taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files for bankruptcy, abandons or leaves the property vacant or unoccupied for fourteen (14) consecutive days, or violates any of the terms and conditions of this contract agreement, the Airport Commission has the right to terminate this contract agreement and retake possession of any Airport property under the control of Airport Manager.

- B. Termination by mutual agreement shall cause both Airport Manager and Airport Commission to be free of any and all requirements of this contract, except as contained in Paragraph 6(C). hereunder, and neither Airport Manager nor the Airport Commission shall make or cause any derogatory remarks or entries made upon their resumes, upon any public or private records, or social or any other media which would indicate failure to successfully fulfill the conditions of this contract.

- C. At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Airport Manager shall peaceably vacate the premises. Any furniture or other equipment entrusted to the Airport Manager shall be returned to the Airport Commission in the same condition as it was when issued, normal wear excluded. Should Airport Manager be in default of any monies owed to the Airport Commission, the Airport Commission may take possession of any personal property owned by Airport Manager and located at the Airport and hold such until the monetary default is settled. In such case that Airport Manager cannot or will not settle any claims against him owed to the Airport Commission, the Airport Commission may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. The Airport Manager shall be liable for any and all expenses incurred by the Airport Commission in such action.

- D. The Airport manager shall provide written notice to the Airport Commission not less than ninety (90) day of their intention to not renew or terminate this Management Agreement under any circumstance.

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Section 7. Exclusions

- A. This contract agreement embraces the entire Agreement between the parties hereto and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced, except that this contract agreement may be modified by written addendum hereto attached and signed by all parties.
- B. For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vice-versa, whenever the context so admits or requires.
- C. The “Section” captions and headings are inserted solely for the convenience of reference and are not part nor intended to govern, limit, or aid in the construction of any provision hereof.
- D. The parties to this contract agreement hereby acknowledge and agree they are the principals to the contract agreement and have the power, right, and the authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party; except that the Airport Commission is acting on behalf of the City of Taunton, Massachusetts.
- E. This contract agreement shall be governed by the laws of the Commonwealth of Massachusetts and constructed there under and venue of any action brought under this contract agreement shall be in Taunton, Massachusetts.
- F. Airport Manager agrees to indemnify and to save and hold harmless the Airport Commission and the City of Taunton, and their agents, servants, and employees, of and from any and all liabilities, expenses, causes of action, damages, and/or attorney’s fees resulting from or as a result of any of Airport Manager’s businesses, operation, occupancy, or use of the Airport, or resulting from any act or omission of Airport Manager’s agents, servants, or employees.
- G. If any section, paragraph, sentence, or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegally or unenforceability shall not affect the remainder of this contract agreement which can be given effect without the illegal or unenforceable section, paragraph, sentence, or phrase and to this end, the provisions of this contract agreement are declared to be severable.

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EXECUTED this _____ day of _____, 2021,

Taunton Municipal Airport Commission:

Chairperson
Taunton Municipal Airport Commission
By Authority of the Commission
Voted at an Open Public Meeting held on _____.

Airport Manager:

[Name of Corporation]
by its [Title, *ie*, President]

Approved as to Form:

Solicitor, City of Taunton, Massachusetts

**Attachment 1
to
RFP for KTAN Airport Management Services**

EXHIBIT 1

DEFINITIONS

- For this document, the Airport Manager shall mean either the Airport Manager, or his agents, servants, or employees.
- Airport Commission shall mean the Taunton Municipal Airport Commission.
- Airport shall mean the Taunton Municipal Airport.
- FAA shall mean the Federal Aviation Administration.
- MassDOT/AD shall mean the Commonwealth of Massachusetts, Department of Transportation, Aeronautics Division.
- FBO shall mean Fixed Base Operator.
- Key Personnel is defined as individuals properly trained to handle various Airport task and/or emergencies.

Airport Manager's Responsibilities and Duties

The Airport Manager must be licensed by the Commonwealth of Massachusetts, Department of Transportation Aeronautics Division and/or the Federal Aviation Administration, as may be applicable. He shall be responsible for all aspects of the management of the Airport including the specific duties and undertakings set forth below.

1. **AVAILABILITY:**

The Airport Manager shall be on site, or available on call, during normal airport operating hours as mutually agreed upon by the Airport Commission and Airport Manager, in accordance with Section 3B of the Airport Management Agreement, and during special events as required or designated by the Airport Commission. The Airport Manager shall attend all scheduled Airport Commission meetings. The Airport Manager shall be available to coordinate activities and projects with the Airport Commission, FAA, MassDOT/AD, governmental officials, and contractors hired by the Airport Commission.

2. **CONTROL AND SUPERVISION OF DAY-TO-DAY OPERATIONS:**

Subject to the policies of the Airport Commission, the Airport Manager shall be responsible for the day-to-day control and supervision of the Airport.

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3. RULES AND REGULATIONS:

The Airport Manager will be responsible to ensure that all airport users and tenants follow all applicable rules, regulations, and operating procedures that are established by the Airport Commission. Federal, State, and local officials; including but not limited to ensuring that all:

- A. Users and tenants are properly badged;
- B. Pilots, mechanics, instructors, aircraft, and schools operating on the Airport have the appropriate city, state, and federal licenses;
- C. Airport users adhere to the Airport's Rules and Regulations and Airport Security Policies and Procedures are followed.
- D. Navigational Aids: The Airport Manager and/or his employees shall ensure that all airport navigational aids are maintained and kept in good working order.
- E. Unicom: The Airport Manager and/or his qualified designated employees shall be responsible for maintaining and operating the UNICOM base station and portable units, as conditions require.

4. ISSUE RESOLUTION:

The Airport Manager shall work, under the direction of the Airport Commission, to resolve any issues that may arise to ensure safe and consistent operation of the airport.

5. PUBLIC RELATIONS:

The Airport Manager shall be required to interact with the City of Taunton public offices, and area businesses, and local not-for-profit civic organizations to increase the awareness of the Airport value and benefit to the community and encourage compatible community activities at the airport. The Airport Manager shall be required to interact with airport neighbors and to limit any negative impact of airport operations on the neighborhood.

6. SPECIAL EVENTS:

The Airport Manager shall be responsible for coordinating all special events and air shows, meets or activities approval of the Airport Commission.

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7. **LIASON:**

The Airport Manager shall act as liaison for the Airport Commission with local, state, and federal authorities. The Airport Manager shall maintain a positive professional relationship with the FAA, MassDOT/AD, and the Airport Commission. The Manager, with the Airport Commission's approval, shall advocate for project grants from the FAA and MassDOT/AD.

8. **NOTICE TO AIRMEN (NOTAMS):**

The Airport Manager and/or his qualified designated employee(s) shall perform daily inspections of all airport facilities under the Airport Manager's control and issue NOTAMS as appropriate and shall keep a daily written log of the same.

Airport Manager Responsibilities and Duties

1. **PLANS & PROCEDURES:**

Airport Manager is responsible to recommend changes and for updating and keeping current the following procedures, including, but not limited to:

Airport's Policies and Procedures

- A. Security Plan
- B. Emergency and Disaster Plan
- C. Snow Removal Plan
- D. Hazardous Waste Plan
- E. Wildlife Management Plan
- F. Storm water Pollution Prevention Plan
- G. Banner Towing Operation Plan
- H. Other policies and procedures that may be added in the future.

All changes must be reviewed and approved by the Airport Commission.

2. **INSPECTIONS, MAINTENANCE AND OPERATIONS OF AVIATION SUPPORT FUNCTIONS:**

Airport Manager shall determine when repairs or alterations to the Airport are necessary to maintain compliance with applicable city, state, and federal regulations and to make recommendations to the Airport Commission to correct said deficiencies. Airport Manager shall perform all aviation support functions in a manner consistent with normal airport operating, safety practices, MassDOT/AD and FAA regulations,

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and under the direction of the Airport Commission, including without limitation, the following:

- A. MAINTENANCE: Airport Manager shall be responsible for the operation and ensuring maintenance of all airport aprons, runways, taxiways, ramps, walkways, and access roads; runway and taxiway light damage or misalignment; and any area not included in the premises leased to FBO's or other tenants.
 - B. PAVED AREAS: Airport Manager shall ensure that all Airport pavements, pavement markings, tie-down are kept in safe conditions.
 - C. TURF RUNWAY: shall ensure the turf runway is maintained, including mowing, rolling, fertilizing, and seeding as required by the Airport Commission, FAA, or MassDOT/AD.
 - D. SNOW AND ICE: Airport Manager shall ensure that snow and ice are expeditiously removed from all existing aprons, runways, taxiways, ramps, walkways, and access roads, in accordance with the Airport's FAA, and MADOT/AD Snow Removal Policy and Procedures, so that the airport remains open or can be re-opened as soon as possible following a weather event.
 - E. FOREIGN OBJECTS: Airport Manager shall ensure prompt cleaning and removal of all foreign objects, soil, stones, and any other hazards to aircraft or aviation from the existing aprons, runways, taxiways, ramps, roads, walkways, and aircraft parking areas.
 - F. UNUSUAL CONDITIONS: Airport Manager shall immediately report by telephone any unusual incidents or occurrences such as hazardous waste spill, theft or vandalism to the Airport Commission and the appropriate local, state, and federal authorities.
3. OTHER:
- Airport Manager shall perform any other Airport related activities that may be required from time to time by the Airport Commission.

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4. OPERATION AND CONTROL OF AIRPORT OWNED EQUIPMENT:
Airport Manager shall ensure that all Airport equipment is maintained per manufacturer's specifications.
5. TRAINING:
Airport Manager shall ensure that all personnel are trained to handle all airport equipment and any emergency that may arise and hold all appropriate licenses, permits, and certifications.
6. EMERGENCY RESPONSE:
Airport Manager shall respond to an emergency and have Key Personnel on site within a reasonable amount of time from the notification by Airport tenants, occupants, or Emergency Personnel, of an emergency at the airport. Airport Manager shall keep current and provide to the Airport Commission and Taunton Emergency Response Services, an "on-call" roster of key personnel contact information.
7. AIRPORT MANAGER LIABILITY AND INDEMINIFICATION:
Airport Manager's liability for negligence and other tortuous conduct shall be limited in accordance with the provisions of Massachusetts General Laws
8. AGREED HOLIDAYS:
The following holidays have been identified, discussed, and agreed upon as days that the airport services (Management / Fuel Pumping Services) will be closed:
 - New Year's Day (January 1st);
 - Easter Sunday;
 - Thanksgiving Day;
 - One half day before Christmas (December 24th); and,
 - Christmas Day (December 25th).

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Approved and voted by the Taunton Municipal Airport Commission at an open public meeting of the Airport Commission meeting held on: _____, 2021.

Chairperson
Taunton Municipal Airport Commission