



# City of Santa Fe, New Mexico



V2 2023

## SOLE SOURCE REQUEST AND DETERMINATION FORM

This form must be submitted to the City of Santa Fe, Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).

*Please ensure to complete this form in its entirety.*

Date: 10/24/2023

Prepared By: Kelly Bynon

Title: Administrative Manager

Vendor Name: Vector Airport Systems LLC

Address: 280 Sunset Park Drive

City: Herndon

State: VA

Zip Code: 20170

### Short Description of Goods/Services to be procured:

Automatically collect landing and parking fees for aircraft at SAF.

Estimated Extended Cost:

Approxiamtely  
\$1,117,380

Term of Contract:

Three years from  
award date

Tax is subject to change.

One (1) to Four (4) years from date of award

### Sole Source Request Justification Questions 1-3:

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services (the SOW cannot differ on the resultant contract/purchase documents), construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

The contractor shall perform billing and collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

Vector’s PlanePass is the only software capable of providing real-time automatic flight tracking and landing and parking fee billing for aircraft. The software uses ADS-B data to track incoming aircraft, bill them for each landing and takeoff, and track how long the aircraft was parked at the airport. Once a bill has been established, Vector sends a bill to the aircraft owner/operator, collects the fees, and pass the fees to the City.

**Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

  
\_\_\_\_\_  
Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Nov 1, 2023

Department Approval by:

Layla Archuletta-Maestas  
Layla Archuletta-Maestas (Nov 2, 2023 09:15 MDT)  
\_\_\_\_\_  
Layla Archuletta-Maestas for Department Director

Date: Nov 2, 2023

James Harris  
\_\_\_\_\_  
James Harris Airport Director

Date: Nov 1, 2023

**Pursuant to NMSA 1978, § 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. *This Sole Source determination will be valid for the term stated on the first page of this document.***

\_\_\_\_\_  
Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: \_\_\_\_\_

**Required Attachments:**

*\*Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),*

*\*Quote from sole source Contractor*

*\*Agenda Item to be presented to City Council if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services*



280 Sunset Park Drive

Herndon, VA 20170 USA

703-817-7777

[www.vector-us.com](http://www.vector-us.com)

City of Santa Fe, NM  
October 24, 2023

**RE: Sole Source for the PLANEPASS® service from Vector Airport Systems**

To Whom It May Concern:

This letter serves to notify you that Vector, LLC is the sole source provider of the PLANEPASS service. This is to certify that the PLANEPASS Service Platform is the proprietary property of Vector, LLC. Vector is the owner, developer, and manufacturer of the source code to the Service/Software and has exclusive rights to distribute the software. No other vendor has end user distribution rights to the source code.

Vector, LLC is the only vendor that has the ability and expertise to support the Service/Software for the purposes of maintenance services, including Software updates, enhancements, bug fixes, and standard technical support issues.

Sincerely,

A handwritten signature in black ink that reads 'William Repole'.

William Repole

Chief Operating Officer, Vector, LLC



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** October 20<sup>th</sup>, 2023

**TO:** Public Works & Utilities Committee, Finance Committee, Governing Body

**FROM:** James Harris, Airport Manager; Kelly Bynon, Administrative Manager

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### ITEM AND ISSUE:

Request for Approval of General Services Contract between Vector Airport Systems LLC, and the City of Santa Fe for collection of aircraft landing and parking fees at the Santa Fe Regional Airport.

### BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is currently unable to collect an unknown but significant amount of aircraft landing and parking fees due to a lack of a system for tracking aircraft landing and parking. Vector Airport Systems is the only company that currently collects landing fees and parking fees for airports automatically. Under the terms of the proposed contract, Vector's PLANEPASS Billing and Collection Services will automatically track aircraft landing and parking, bill for the fees set by the City under SFCC 1987, Section 3-5, and collect payments for the City.

The Santa Fe Regional Airport and Vector Airport Systems estimate that aircraft landing fees at current levels of traffic will generate approximately \$1,090,000 per year and that parking fees will generate a further \$603,000 annually, for a estimated total of approximately of \$5,079,000.00 over three (3) years at current levels of traffic. The contract provides that the City will pay Vector 22% of aircraft landing and parking fees that Vector collected on the City's behalf.

### ACTION:

Approve contract between the City of Santa Fe and Vector Airport Systems LLC.

### COMMITTEE REVIEW:

Finance Committee: 10/30/2023

Public Works and Utilities: 11/06/2023

Governing Body: 11/08/2023

Item# \_\_\_\_\_  
Munis Contract# \_\_\_\_\_

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

**General Services**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Vector Airport Systems LLC**, herein after referred to as the "Contractor", each a "Party" and collectively, the "Parties".

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to Vector Airport Systems LLC. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform billing & collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>
01. PLANEPASS® Billing & Collection Service	22% of collected aircraft landing and parking fees as established pursuant to SFCC 1987 § 3-5.

The Parties estimate that aircraft landing fees at current levels of traffic on an amended fee schedule will generate approximately \$1,090,000.00 per year, and parking fees will generate a further \$603,000. The total compensation under this Agreement shall not exceed \$1,341,000.00

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Contractor's fee is paid out of gross collections on behalf of City at the time of transfer of the "balance of collections" to City. "Gross collections" is defined as the net of the amount actually collected with standard accounting corrections. The "balance of collections" is defined as total net collections on behalf of City in a monthly collection cycle less the *PLANEPASS*® service fee, stated above in Paragraph 3. Per Exhibit A, the transfer of the balance of collections and Contractor's service fee will occur monthly by the 10<sup>th</sup> business day.
- B. With the monthly transfer of each balance of collections, Contractor will provide an accounting statement sufficient to allow the City to verify gross collections and the *PLANEPASS*® service fees collected for that month. The City will have fifteen (15) days after receipt of each statement to approve the amount of the service fee. After fifteen (15) days, the statement is deemed approved. Subject to the provisions of Paragraph 17, the service fees collected become property of Contractor upon approval. If the City disputes the amount of the service fees, Contractor will make detailed records available to the City for inspection to determine the accuracy of the service fees, which the City shall determine to a reasonable degree of certainty according to the standards and practices of the accounting profession.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30, 2025**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **City Obligations**

6.1. **City Obligations - General:** City shall be obligated to use its best efforts to perform or provide the following:

- 6.1.1. **Provide Information:** City shall make available to Contractor any documents, data, or information necessary for Contractor to plan and provide the services described in this Agreement, and that are within City's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.
- 6.1.2. **Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this Agreement.
- 6.1.3. **Timely Response:** City shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to City for review by

Contractor and respond as necessary within a reasonable time.

## 6.2. City Obligations - *PLANEPASS*®

- 6.2.1. **Financial Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS*® financial reports and interfacing with Contractor's *PLANEPASS*® team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.
- 6.2.2. **Exemption List:** City will provide Contractor with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by Contractor. City will provide updates to the exemption list on a monthly basis via email to [datainput@vector-us.com](mailto:datainput@vector-us.com) City shall not bill "exempt" aircraft included on the exemption list for fee types managed by Contractor. "Exempt" is understood to mean not billed by any party.
- 6.2.3. **Parking Data Input:** City will provide aircraft parking data in a spreadsheet format defined by and acceptable to Contractor. Upon Agreement execution, the required spreadsheet fields are aircraft registration number, parking start date, parking end date, and airport; however, the required fields may change at a later date at Contractor's discretion. The data shall be provided monthly via email to [datainput@vector-us.com](mailto:datainput@vector-us.com).
- 6.2.4. **Payments Received by City:** City shall not accept payments for fees invoiced by Contractor. To ensure proper accounting, if City receives a payment on-site or electronically for an invoice generated by Contractor, City will either refund payments directly to payors or remit the funds to Contractor.
- 6.2.5. **Fee Types Managed by Contractor:** The specific aircraft operating fee types placed under Contractor's management via this AGREEMENT served as an inducement for Contractor to enter into this AGREEMENT and were integral in determining Contractor's fee for professional services. If during the Term or any Option Year City wishes to remove a fee type from Contractor's management, City shall request Contractor provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of Contractor, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to Contractor's service fee. If the parties are unable to produce a mutually acceptable amendment, Contractor reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.
- 6.2.6. **Airport Policy:** City shall be responsible for setting City policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve Contractor Work in the performance of this AGREEMENT. Contractor accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the City. The City is responsible for communicating these policies to the



appropriate City stakeholders including the flying community.

6.2.6.1. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be communicated in writing via email to [datainput@vector-us.com](mailto:datainput@vector-us.com) at least sixty (60) calendar days prior to implementation.

6.2.7. **Authority to Bill & Authorization to Collect Documentation:** City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an “Authorization to Bill” letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an “Authorization to Collect” letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

6.2.7.1. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide the “Authority to Bill & Collect” letter on the webpage where fee information is displayed for public view. City may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

6.2.7.2. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide a link to Contractor’s secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>. The portal\* allows aircraft operators to:

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

*\*The portal login is based on Vector invoice number and Vector operator ID*

## 7. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, except as stated in Paragraph 6.2.4, if the Contractor fails to

meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

## 8. Termination

A. Termination for Convenience. Neither party may terminate this Agreement for convenience for the first two (2) years following the Agreement execution date. After two (2) years have elapsed, either Party may terminate this Agreement for convenience with ninety (90) days notice.

B. Termination for Cause; Notice; Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7 and 17, a Party seeking to terminate this Agreement for cause (the "terminating Party") shall give the Party in breach (the "breaching Party") written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the breaching Party's material breaches of this Agreement upon which the termination is based and (ii) state what the breaching Party must do to cure such material breaches. The terminating Party's notice of termination shall only be effective (i) if the breaching Party does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the breaching Party does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

2) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as reasonably determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Service Continuation and Wind Down. Upon and following the effective date of termination of this Agreement for any reason, Contractor shall:

1) Remit to the City all aircraft operating fees collected up to the point of effective date of termination, less Contractor's service specified in Paragraph 3.

2) Produce aircraft operating invoices for any as-yet not invoiced period. The final invoice period will be the last regular period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.

3) Continue customer service, payment processing, active collections, reporting, and remittance for four full-month periods after the Agreement termination effective date, making best efforts to maximize collections for previously invoiced periods. Contractor's ongoing service fee for stated in Paragraph 3 will apply to amounts collected during the four-month period after termination date.

4) After the four-month period stated in the above Paragraph 8(D)(3) has elapsed, discontinue all customer service and collection efforts and will refer all customer service calls to the City. As some aircraft operators may not comply with Contractor's instructions to pay City directly after continuation period has ended, Contractor will continue to passively allow payments to be made to its lockbox collections account and will continue to report and remit these payments to the City.

## 9. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

## 10. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

## 11. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

12. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

13. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

15. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

17. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option

to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

19. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

20. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

21. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

22. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

23. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. **Notice**

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

25. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

26. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

28. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

29. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

31. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

34. **Insurance**

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.



B. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City 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.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

37. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

- 2) replace or modify the product or service so that it becomes non-infringing;

or,

- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### 39. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

#### 40. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as

requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:  
James Garduno, Project Administrator  
City of Santa Fe  
121 Aviation Drive, Santa Fe, NM 87507  
505-670-3232  
[jdgarduno@santafenm.gov](mailto:jdgarduno@santafenm.gov)

To the Contractor:  
Peter Coleton, President  
Vector Airport Systems  
280 Sunset Park Drive Herndon, VA 20170  
[patrick.hanney@vector-us.com](mailto:patrick.hanney@vector-us.com)

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:  
Peter Coleton, President  
Vector Airport Systems  
280 Sunset Park Drive Herndon, VA 20170  
patrick.hanney@vector-us.com

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR: Vector Airport Systems

\_\_\_\_\_  
ALAN WEBBER, MAYOR

  
\_\_\_\_\_  
PETER COLETON, PRESIDENT

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS# \_\_\_\_\_

Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault  
Kevin L. Nault (Oct 13, 2023 16:53 MDT)  
\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

---

EMILY OSTER, FINANCE DIRECTOR

5450407.430500  
5450407.430550 AH  
AH

Org./Object

## EXHIBIT A - Scope of Work (“WORK”)

### Contractor shall:

Provide the *PLANEPASS*® billing & collection service to manage the fees designated by the City:

- Landing fees adopted pursuant to SFCC 1987, § 3-5
- Parking fees adopted pursuant to SFCC 1987, § 3-5
- Other fees implemented by City, as requested in writing to Contractor by an authorized representative of the City
  - Contractor must agree in writing that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS*® service.
  - Other fees that require material changes to Scope of Work may require renegotiation and an amendment Contractor’s fee stated in this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. **PLANEPASS® Billing & Collection Service:** Utilize *PLANEPASS*® service to provide billing services once an aircraft is identified.
  - 1.1. Provide exemptions for City-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
  - 1.2. Coordinate with City staff to ensure that invoices generated on behalf of the City are consistent with the City’s existing billing rate and policies. Provide electronic access to Contractor’s Customer Portal in order to allow City customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by Contractor.
  - 1.3. Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
  - 1.4. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
  - 1.5. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
  - 1.6. Enable web-based access by City staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
  - 1.7. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
  - 1.8. Process check payments through a secure bank lockbox service with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the City in accordance with the Contractor service fee agreement outlined in the pricing section herein, no later than the 10<sup>th</sup> business day.
  - 1.9. Provide ongoing client and user support.

## EXHIBIT B – Authorization to Bill Letter

DATE

Dear AIRPORT NAME Community,

Effective DATE, Vector Airport Systems (“Vector”) assumed the billing and collection of landing fees on behalf of {AIRPORT NAME} (AIRPORTCODE). {If applicable: For all operations occurring until midnight on DATE, {AIRPORT NAME} will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

“Landing fees” is a commonly used term that refers to aircraft operating fees. Landing fees for AIRPORT CODE are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport’s established Landing Fee schedule located at: \_\_\_\_\_. [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft’s FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft’s registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>.

- Vector’s self-service web portal\* allows aircraft operators to:
  - 1) Update contact information, including email or postal mail addresses
  - 2) Process credit card payments
  - 3) Enroll in electronic invoicing
  - 4) View account history
  - 5) Request copies of invoices via email or download Excel-formatted invoices

*\*The portal login is based on Vector invoice number and Vector operator ID*

For billing questions or concerns, please contact Vector’s PLANEPASS® billing service team at [billing@vector-us.com](mailto:billing@vector-us.com) or (888) 588-0028 Option 01 or x700.

- Vector’s office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after Thanksgiving and Christmas Eve.

The Airport’s Administration Office staff may also be reached [insert email].

Sincerely,



JOHN MARK  
CEO

[insert signature - preferably a cursive version of your wet signature]

## EXHIBIT C – Authorization to Collect Letter

DATE

Dear AIRPORT NAME Aircraft Operator,

Since DATE, Vector Airport Systems (“Vector”) has managed the billing and collection of landing fees on behalf of Airport Name (“CODE”). Vector is authorized to collect balances due on the Airport’s behalf.

Airport Name (“CODE”) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. **How To Pay:** Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector- Airport Name
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector’s *PLANEPASS*® Payment Portal: <https://payment.planepass.com>

II. **Billing Concerns & Account Management with Activity Details:**

Vector’s *PLANEPASS*® Payment Portal (<https://payment.planepass.com>)\* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

*\*The portal login is based on your Vector invoice number and Vector operator ID.*

You may contact Vector at [billing@vector-us.com](mailto:billing@vector-us.com) or (888) 588-0028 Option 01 or Extension 700.



- o *Vector's office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.*

III. **Landing fees:** Landing fees for Airport **CODE** are based upon **arrival/DEPARTURE** and are not an **arrival/DEPARTURE** fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport's **Administration Office** staff at [insert email] and [phone number].

Sincerely,

[insert personalized signature – this should be your unique personalized signature like this one:]



JOHN MARK  
CEO



# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204406 Procurement # (RFP/ITB# If any): \_\_\_\_\_

Contractor: Vector Airport Systems LLC

Procurement Method:  Small Purchase  RFP  ITB  Sole Source  GSA  Cooperative  Exempt

Description/Title: \_\_\_\_\_

Contract:  Agreement:  Lease/Rent:  Amendment:

Term Start Date: upon execution Term End Date: Three years from execution Total Contract Amount: \$5,079,000

Approved by Council (If over the City Manager's approval threshold, you must go through GB) \_\_\_\_\_

Contract / Lease: **Contract**

1.b Amendment #: \_\_\_\_\_ to the Original Contract/Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$: \_\_\_\_\_

Extend Expiration Date to: \_\_\_\_\_

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

### 2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: sole source SS Must be posted for 30 days before the contract is valid.

[Signature] Purchasing Officer Review: \_\_\_\_\_ Date: Nov 1, 2023

Comment & Exceptions: \_\_\_\_\_

4. Funding Source: Parking Fees and Landing Fees collection from Vector Org / Object: 5450407/430500 / 430550 (Revenue)

Andy Hopkins Budget Officer Approval: \_\_\_\_\_ Date: Nov 1, 2023  
Andy Hopkins (Nov 11 2023 10:06 AM DT)

Comment & Exceptions: \_\_\_\_\_

5. Grant History (if applicable): N/A

Grants Administrator Approval: \_\_\_\_\_ Date \_\_\_\_\_

Staff Contact who Completed This Form: Kelly Bynon, Administrative Manager Phone #: 505.955.2909

To be recorded by City Clerk: \_\_\_\_\_ Email: kabynon@santafenm.gov

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

[Signature]  
ITB Representative (Nov 1 2023 10:00 AM DT)

ITT Director

Nov 1, 2023

ITT Representative (attesting that all information is reviewed)

Title

Date



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vector Airport Systems LLC

Procurement Title: Contract

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting Airport Staff Name Kelly Bynon

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Kelly Bynon Administrative Manager 10/24/2023

Department Rep Printed Name (attesting that all information included) Title Date

 CPO Nov 1, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

 ITT Director Nov 1, 2023

ITT Representative (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

Eric Candelaria (Nov 1, 2023 18:09 MDT)