



DATE:

May 31, 2019

TO:

Klarissa J. Peña, President, City Council

FROM:

Mayor Timothy M. Keller

**SUBJECT:** 

Extending the current Professional Technical contract with Ailveon Pacific

Aviation Consulting, LLC. For the City of Albuquerque – Aviation Department by

adding time and funds for consultation services to support Air Service

Development goals the Albuquerque International Support.

Attached for City Council action is a proposed professional technical contract with Aileyon Pacific Aviation Consulting ("Ailevon").

This contract will allow Ailevon to interact with airline representatives on behalf of and in conjunction with the Albuquerque International Sunport ("Sunport") with the goal of increasing flight traffic into and out of the Sunport, either by increasing the number of flights to/from existing destinations, increasing the number of destinations, or by increasing the number of airlines to fly in to the Sunport.

The contract will have a term of one (1) year, with four (4) one-year renewals, and will cost \$100,000 per year.

The attached transmittal of the proposed contract is submitted for consideration and Approval by the City Council.

Approved:

Chief Administrative Officer

Approved as to Legal Form:

City Attorne

Approved:

Nyika N. Allen, C.M.

Aviation Department Director



#### **Cover Analysis**

#### 1. What is it?

Extending the current Professional Technical contract with Ailveon Pacific Aviation Consulting, LLC. For the City of Albuquerque – Aviation Department by adding time and funds for consultation services to support Air Service Development goals the Albuquerque International Sunport.

#### 2. What will this piece of legislation do?

This will authorize the Aviation Department to enter into a one year contract with four (4) one-year renewals at \$100,000 per year.

#### 3. Why is this project needed?

The Aviation Department is working to expand the number of carriers, the number of flights arriving and departing from the Sunport as well as the number of locations served by the Sunport.

#### 4. How much will it cost and what is the funding source?

The cost is \$100,000 per year.

## 5. Is there a revenue source associated with this contract? If so, what level of income is projected?

This Agreement does not have a revenue source directly associated with it, however an increase in the number of flights arriving/leaving the Sunport would increase the revenue generated by the Sunport.

#### **AGREEMENT**

TH	IS AGREEMEN'	T is made	e and enter	ed into this		day of	,	, by
and	between the City	of Albuq	uerque, Ne	w Mexico, a	a muni	cipal corp	oration (hereinaft	er referred
to as	the "City"), and	Ailevon F	Pacific Avia	ation Consu	lting, a	a Georgia l	imited liability co	orporation,
915	West Peachtree	St NW,	Suite 1810	)4, Atlanta,	GA :	30309 (he	reinafter referred	to as the
"Co	ntractor").					•		

#### RECITALS

WHEREAS, the City requires consulting services to support air service development goals at the Albuquerque International Sunport; and

WHEREAS, the Contractor is willing and able to provide consulting services to support air service development goals at the Albuquerque International Sunport; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

- 1. <u>Scope of Services.</u> The Contractor shall perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner, as determined by the City:
  - Proactive consideration and advocacy of air service opportunities at ABQ to ensure that such opportunities are not missed.
  - Representation at Air Service Development Conferences such as Jumpstart and Routes Americas (including analysis and presentations preparation)
  - Community and airport on-site presentations and updates on Air Service Development issues
  - Carrier opportunity analysis and presentations preparation for airlines corporate headquarters
  - As-needed consultation with ABQ on other air service and marketing related issues
  - Albuquerque's Sunport personnel training on Air Service Development issues
  - Leveraging of professional and personal relationships with carrier Network Planning officials to advocate on behalf of ABQ
  - Updating 5-Year Market Assessment and Air Service Development Strategy expected in 2022 (or earlier if required by ABQ)
  - Represent ABQ in discussions with both incumbent and non-incumbent airlines in regard to air service opportunities and issues
- 2. <u>Time of Performance</u>. Services of the Contractor shall commence upon signature of all parties, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed July 31, 2019.

#### 3. Compensation and Method of Payment.

- A. <u>Compensation</u>. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of \$75,000.00, which includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.
- **B.** Method of Payment. Such amount shall be payable upon completion of the Services upon receipt by the City of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.
- C. <u>Appropriations</u>. Notwithstanding any provision in this Agreement to the contrary, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current Fiscal Year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.
- 4. <u>Independent Contractor.</u> Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

#### 5. Personnel.

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.
- B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

- 6. <u>Indemnity.</u> The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
- 7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:
- A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:
  - \$1,000,000 Per Occurrence
  - \$1,000,000 Policy Aggregate
  - \$1,000,000 Products Liability/Completed Operations
  - \$1,000,000 Personal and Advertising Injury
  - \$ 50,000 Fire Legal
  - \$ 5,000 Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

**B.** Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

- C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico.
- **D.** Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
- 8. <u>Discrimination Prohibited.</u> In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.
- 9. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the 'ADA'), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.
- 10. <u>Conflict of Interest</u>. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.
- 11. <u>Interest of Contractor</u>. The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.
- 12. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.
- 13. <u>Debarment, Suspension, Ineligibility and Exclusion Compliance.</u> The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should

any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

- 14. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.
- 15. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.
- 16. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.
- 17. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.
- 18. Ownership, Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
- 19. <u>Compliance With Laws.</u> In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.
- 20. Changes. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

- 21. <u>Assignability.</u> The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.
- 22. <u>Termination for Cause</u>. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

- 23. <u>Termination for Convenience of City.</u> The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.
- 24. <u>Construction and Severability</u>. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- 25. <u>Enforcement.</u> The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
- 26. <u>Entire Agreement.</u> This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- 27. <u>Applicable Law and Venue.</u> This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.



#### City of Albuquerque Substitute W-9 & Supplier Information Form

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Ailevon LLC						
BUSINESS NAME/ disregarded entity name, if						
Ailevon Pacific Aviaiton Cons						
PRIMARY ADDRESS (number, street, and apt o			ORESS (number, stree			
1075 Peachtree Street, Suite	3650	1075 Peach	tree Street, S	uite 3650		
CITY, STATE, and ZIP CODE Atlanta, GA 30309		CITY, STATE, and Atlanta, GA 303				
PHONE (404) 229-8085				To the		
SOCIAL SECURITY NUMBER OR	EMPLOYER IDENT 90-0708623	TIFICATION NUMBE	R	New Mexico CRS TAX ID (if applicable)		
TAX CLASSIFICATION (check only one)  INDIVIDUAL/SOLE PROPRIETOR or single-member LLC PARTNERSHIP LIMITED LIABILITY COMPANY—Enter the tax S Note: For a single-member LLC that is disre for The lax classification of the single-member Under penalties of perjury, I certify that:	garded, do not check LLC; che owner.	eck the appropriate b	n, P=Partnership)  nox in the line above	EXEMPTIONS (codes apply to certain entities, not individuals; see instructions)  EXEMPT PAYEE CODE (if any)  EXEMPTION FROM FATCA REPORTING CODE (if any)		
<ol> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>I am a U.S. citizen or other U.S. person (defined in the instructions); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> <li>I certify that the information provided regarding local and minority and women-owned business is true and correct.</li> <li>Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an Individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.</li> <li>The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.</li> </ol>						
PRINT NAME Bradley DiFiore	•		TLE Managing	Director		
		N 2; BUSINESS	<u> </u>	Director		
Please select all that apply:	DEM	OGRAPHICS Please select a	ili that apply:			
Local Business - Maintains its principa business within the Greater Albuquerque McAlbuquerque or Bernalillo County) and owned Doing Business Locally - Does not make the but maintains a storefront in the Great employs one or more Albuquerque residents	etropolitan Årea (City of ership resides 51% here, aintain its principal office er Albuquerque Area and	MBE - Minority Business Enterprise Owned (at least 51% owned and controlled by one or more minorities* or women or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more minorities or women).  If your business is minority owned, please specify the race or ethnlcity of minority owner(s):				
Please provide a 6-digit NAICS Code: 5 (See below for more information)	<ul> <li>% American Indian or Alaska Native</li> <li>% Asian</li> <li>% Black or African American</li> <li>% Hispanic</li> <li>% Native Hawaiian or Other Pacific Islander</li> <li>% White</li> </ul>					
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Remit empils: accounting @ ailevonpacific.com brad. differe@ailevonpacific.com

ACORD

#### AILELLC-01

TLEECH

DATE (MM/DD/YYYY)

#### CERTIFICATE OF LIABILITY INSURANCE

12/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUÇER					CONTACT NAME:								
Charles L. Crane Agency Co. Charles L. Crane Agency					PHONE (A/C, No, Ext): (636) 537-5000 FAX (A/C, No): (636) 537-5009								
400	Che	sterfield Ctr, Ste 3	20				E-MAIL ADDRESS:						
Che	ster	field, MO 63017					INSURER(S) AFFORDING COVERAGE					NAIC#	
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	P O Box 470					AUTHORIZED REPRESENTATIVE							

ACORD 25 (2016/03)

Albuquerque, NM 87103

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fel KA

#### Pay Equity Reporting Form PE10-249, Version 03-2018 Ailevon LLC dba Ailevon Pacfiic Aviation Consulting Company name: Mailing address line 1: 1075 Peachtree Street Mailing address line 2: Suite 3650 City, state, zip code: Atlanta, GA 30309 Phone: (404) 229-8085 E-mail address: brad.difiore@ailevonpacific.com **FEIN** number: 90-0708623 EAN number: SUPPLIER ID:

Job Category	No. Females	No. Males	Gap (Absolute %)	
1.1 Exec/Senior Level Officials/Mgrs	0	0	N/A	
1.2 First/Mid Level Officials/Mgrs	0	0	N/A	
2 - Professionals	0	0	N/A	
3 - Technicians	0	0	N/A	
4 - Sales Workers	0	0	N/A	Employer certified no employees other than self
5 - Office and Admin. Support	0	0	N/A	
6 - Craft Workers (Skilled)	0	0	N/A	
7 - Operatives (Semi-Skilled)	0	0	N/A	
8 - Laborers (Unskilled)	0	0	N/A	
9 - Service Workers	0	0	N/A	
Total # Job Categories With No Employees	10			1
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Total # Male Only Job Categories	0			•
Total # Females (all categories)	0			
Total # Full Time Females	0			
Total # Part Time Females	0			
Total # Males (all categories)	0			
Total # Full Time Males	0			
Total # Part Time Males	0			
Total # Employees	0			
Female % Workforce				
Male % Workforce				
Calculated Weighted Average Gap	N/A			

Must be signed by the principal executive of the company:

RFP#:	SECTION SELECTIONS	

Signature certifies that all employees working in New Mexico are included, the data is for the current calendar year, and any challenges to your information may require you to get third party verification at your own expense.

Brad	DiFiore,	Managing	Director

July 24, 2018

Name and title, printed

Signature

Date submitted



# City of Albuquerque

### Aviation Department

Timothy M. Keller, Mayor
Interoffice Memorandum

July 12, 2018

				8
To:	Sarita Nair, JD, MCRP, Chief		ive Officer Signed by:	
From:	Nyika A. Allen, Director of Avi	iation Mike	a A. Allen	
Subject:	Request for Approval of Purch Exceeding \$55,000 in One Fisca	ase of Profes	EEDDB46946A Ssional Technical S	Service
	Department wishes to enter into a ourpose of air service developmen			
like to continue	has been our air service develope e the services as this has been a high Ailevon, LLC. for 1 year at \$75,0	hly successful	-	
	this Request for Approval, I agree I conduct set out in Sections 3-3-1			
APPROVED:				
Sarita Nair,	Chief administrative Officer			
Sarita Nair, JD	D, MCRP strative Officer			
Date: 7/23/201	.8		2	
Jesse Munia	)	PHP	OGA	
B. Jesse Muñiz Acting Chief F	z, MBA Procurement Officer		-	
Date: 7/13/202	L8 			