



ALBUQUERQUE AVIATION ACADEMY

REQUEST FOR BIDS

for purchase of a

NEW OR USED SINGLE ENGINE CESSNA 172 AIRPLANE

RFB # AAA-24-1

Applicable NIGP Commodity Codes: 035-20

ISSUED: August 12, 2024

**DEADLINE FOR SUBMISSION OF BIDS:
September 12, 2024 at 2:00 PM MDT**

PROCUREMENT MANAGER:

Tammy West

Email: procurement1@nmaces.org

Phone: 575-468-2237 Ext. 3

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PROCUREMENT MANAGER IMMEDIATELY FOR CLARIFICATION AND/OR CONSIDERATION OF AN ADDENDUM.

Contents

DEFINITION OF TERMINOLOGY	4
I. PURPOSE/BACKGROUND INFORMATION	6
II. AGENT AND PROCUREMENT MANAGER	6
III. TECHNICAL INFORMATION AND OTHER MINIMUM REQUIREMENTS.....	7
IV. CONDITIONS GOVERNING THE PROCUREMENT	9
1. SEQUENCE OF EVENTS	9
2. EXPLANATION OF EVENTS.....	10
V. GENERAL TERMS AND CONDITIONS.....	12
CONFIRMATION OF RECEIPT/INTENT TO SUBMIT.....	15
BIDDER INFORMATION AND ADDENDA CERTIFICATION FORM.....	BID FORM PAGE 1
STATEMENT OF COMPLIANCE	BID FORM PAGE 2
PREFERENCE CERTIFICATION.....	BID FORM PAGE 3
PROPOSED ITEM INFORMATION AND BID PRICE	BID FORM PAGE 4
ADDITIONAL BID TERMS.....	BID FORM PAGE 5
SAMPLE PURCHASE AGREEMENT	

**ALBUQUERQUE AVIATION ACADEMY
REQUEST FOR BIDS
for a
NEW OR USED SINGLE ENGINE CESSNA 172 AIRPLANE
RFB # AAA-24-1**

Albuquerque Aviation Academy (also hereinafter referred to as “AAA” or “the Academy”) is requesting competitive sealed, price-based bids for the purchase of a new or used single engine Cessna 172 brand airplane. Bids will be accepted until September 12, 2024, at 2:00 PM MDT. Bids received will be reviewed for responsiveness to specifications and to determine bidder responsibility, and award will be based on the lowest priced responsive bid submitted. It is anticipated that award will be made to a single vendor. Albuquerque Aviation Academy reserves the right to accept or reject any bid or any part thereof; to defer action on award; to reject all bids; and/or to waive minor irregularities or informalities in bids.

IMPORTANT:

DEADLINE TO SUBMIT BIDS: SEPTEMBER 12, 2024, AT 2:00 PM MDT

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING SPECIFICATIONS OR CONDITIONS
THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PROCUREMENT
MANAGER IMMEDIATELY FOR CLARIFICATION AND/OR CONSIDERATION OF AN ADDENDUM.

Procurement Manager

Tammy West
Email: procurement1@nmaces.org
Phone: 575-468-2237 Ext. 3

DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Addendum” (plural “Addenda”) - Written changes, responses to questions and/or drawings issued before the closing date and time for a REQUEST FOR BIDS. An addendum may interpret or modify the bidding documents by making additions, deletions, clarifications, or corrections.

“Bidder” any person or entity who chooses to submit a bid.

“Buyer” refers to Albuquerque Aviation Academy as an entity.

“Certificate of Working Order” A written document provided by an approved mechanic or appraiser for any used equipment or property being offered. The document shall contain specific details regarding the current operating and/or physical condition of the equipment/property.

“CFR” Code of Federal Regulations.

“Chief Procurement Officer (CPO)” – an employee of a public agency who is certified by the State of NM and is responsible for the control of procurement of items of tangible personal property, services or construction. The CPO is responsible for the approval of procurement for the agency pursuant to the NM Procurement Code.

“Clarification” As used in this request for bids, clarification means communication with a bidder for the sole purpose of eliminating minor irregularities, informalities, or learning more information about clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry by the Procurement Manager or Albuquerque Aviation Academy, or as initiated by the Contractor. Clarification does not give the Bidder an opportunity to revise or modify their bid.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or **"Agreement"** means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful bidder who receives award under a solicitation and enters a binding contract with Albuquerque Aviation Academy.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” refers to the terms "may", "can", "should", "preferably" or "prefers," which identify a discretionary item or factor. (As opposed to a “mandatory” item or factor.)

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required," which identify a required item or factor. (As opposed to a “desirable” item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the bid.

"Procurement Manager" means the person or designee authorized to manage or administer a procurement; this person may or may not be the agency's Chief Procurement Officer.

"Page" means one (1) side of an 8 ½ X 11-inch sheet of paper. One (1) 8 ½ X 11-inch sheet of paper printed on both sides constitutes two (2) pages.

"Purchase Order" or "PO" means the document that directs a contractor to deliver items of tangible personal property or services pursuant to conditions of award.

"REQUEST FOR BIDS" or "RFB" means all documents, including those attached or incorporated by reference, used for soliciting bids.

"Responsible Bidder" means a bidder who submits a responsive bid and who has furnished any required information and data to prove that their financial resources, production or service facilities, personnel, service reputation, experience and/or product are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this bid.

"Responsive Bid" means a bid that conforms in all material respects to the requirements set forth in this Request for Bids. Material aspects include, but are not limited to, price, quality, quantity and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express, affirmative statement by the bidder in their bid, which they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE] Company agrees to comply with this requirement." "The [NAME HERE] Company concurs with this requirement." and the [NAME HERE] Company agrees to participate as required."

I. PURPOSE/BACKGROUND INFORMATION

The purpose of this REQUEST FOR BIDS (RFB) is to solicit formal, sealed bids for a new or used airplane that meets or exceeds the minimum requirements set forth in this RFB. This is a brand name only request for bids which means only the specified item will be considered, no other brands or equivalent items. The primary purpose of this airplane will be for student flight instruction. Albuquerque Aviation Academy cultivates opportunities for 6th-12th grade students to excel in fields related to aviation and STEAM. At Albuquerque Aviation Academy, students have unique options to explore and excel in multiple career areas of aviation which are woven throughout an innovative hybrid learning experience.

II. AGENT AND PROCUREMENT MANAGER

1. Albuquerque Aviation Academy has contracted with NM ACES to manage this solicitation/RFB. This solicitation is being made on behalf of, and for the sole use of, Albuquerque Aviation Academy. Any resulting contract will not be available through ACES or for use by other ACES Participating Agencies. Albuquerque Aviation Academy has the ultimate responsibility and authority of evaluating bids submitted, evaluation of equipment proposed, making decision regarding award, and purchasing/remitting payment. Albuquerque Aviation Academy has given authorization to the Procurement Manager to act as an agent on behalf of the Academy. The Procurement Manager is responsible for facilitating the solicitation process and communications between parties and is the sole point of contact for any communications regarding this RFB. The Procurement Manager will defer to the Albuquerque Aviation Academy Chief Procurement Officer (CPO) as necessary for any action under this procurement which requires a CPO's involvement.
2. The Procurement Manager listed below is the sole point of contact for this RFB. Any inquiries or requests regarding this procurement shall be submitted to the Procurement Manager, preferably in writing. Bidders may contact ONLY the Procurement Manager regarding this procurement. Other Albuquerque Aviation Academy staff or board members do not have the authority to respond. Contacting any other Albuquerque Aviation Academy employee, department head, manager or board member regarding this RFB (except as authorized by the Procurement Manager) may result in misinformation being obtained and may result in disqualification of the potential bidder's bid.

Procurement Manager

Tammy West

Email: procurement1@nmaces.org

Phone: 575-468-2237 Ext. 3

III. TECHNICAL INFORMATION AND OTHER MINIMUM REQUIREMENTS

Following are minimum specifications. All aircraft offered must meet the following specifications at a minimum or the bid may be rejected:

1. May be used or new. If used, must meet the minimum requirements set forth herein.
2. Because staff of Albuquerque Aviation Academy cannot reasonably cover expenses and travel requirements to assess or take possession of an aircraft in areas too distant from New Mexico, only aircraft that can be made available for assessment and/or delivery within the following areas will be considered, unless bidder is willing to bring plane to Albuquerque for assessment and delivery: NM, AZ, the southern half of NV, UT, CO, KS, OK, TX.
3. Airplane shall meet or exceed the following requirements:
 - A. Cessna 172 type airplane.
 - B. 180 HP conversion
 - C. Less than 1300 hours on the engine
 - D. Systems shall be calibrated
 - E. If used:
 - 1) engine has been overhauled within 5-7 years
 - 2) the plane is being flown regularly
 - 3) total time on airframe is less than 10,000 hours
 - 4) shall have all parts, skin and systems installed, should be equipped with all instruments, related hardware and all standard systems must be intact
 - 5) all systems must be functional, or clearly disclosed and documented as inoperative
 - F. All logbooks, engine and aircraft, as well as any engine and airframe manuals, and pilot's operating handbook should be included if available. A list of what is to be provided shall be included in the bid.
 - G. Plane shall have no more than minimal/minor surface corrosion. Excessive corrosion may lead to the bid not being considered.
 - H. Have 2 nav/coms
 - I. Have shoulder harness on front seats
4. Any support equipment (i.e. tow bar) to be offered with the aircraft shall be listed and priced separately from the airplane as options. Bids will be evaluated based on base bid price without consideration of options. AAA reserves the right to accept and/or reject any options offered.
5. Bidder warrants that ownership of the airplane (and all of its parts, accessories, engines, appliances, records and components) will be transferred to Albuquerque Aviation Academy at closing free and clear of all liens, leases and other encumbrances of any and every kind. The closing is contingent upon the Bidder/Seller providing a satisfactory title

report and title insurance policy. ("Title Policy"). In the event that the Title Policy cannot be obtained by Bidder/Seller, then AAA shall have the option to reject the airplane.

6. **Bidders must provide digital pictures of the exterior, interior (including cockpit) of the Airplane with bid.**
7. **Price:** It is desired that the price offered be firm for up to 30 days from the submission deadline date and the offer held open. Bidder shall indicate on the BID FORM if they agree to these terms and otherwise shall state how long and under what terms the price will be held firm and the option to purchase held open.

It is highly recommended that A VREF Aircraft Value Reference be provided with the bid.

8. **If offering a used airplane,** the following requirement apply:
 - A. Airplane shall be in a condition classified at a 7 or above for **both** interior and exterior according to the Bluebook Aircraft Rating Scale.
 - B. **Bidder shall submit with the bid:**
 - 1) a written warranty for at least ninety (90) days after date of delivery. If taking exception to this requirement, please ensure that the bottom half of the Statement of Compliance form - Bid Form Page 2 is completed and that page specifying the exception is included with the bid. (It is highly encouraged that bidders to not let this requirement be a reason for not submitting.)
 - 2) an independent "certificate of working order" and an "airworthiness certificate" by a qualified mechanic or appraiser is required to be submitted **with the bid**. Bidder shall then obtain an independent written document from mechanic/appraiser that certifies the current operating and physical condition of the airplane and shall include the document with the bid. If the bidder desires, a mechanic from Albuquerque Aviation Academy can perform the inspection and provide a certificate of working order and airworthiness certification for a fee. Failure to provide such documentation may result in the bid being deemed non-responsive and not considered.
 - 3) a copy of the current registration, operating limitations/placards, weight and balance with list of equipment to be included.
 - 4) a copy of the most recent annual inspection for the aircraft.
9. **Physical Testing/Evaluation Requirements:** Staff of the Albuquerque Aviation Academy shall be allowed to conduct a **pre-purchase inspection** and physically inspect the airplane in-person, to include flying the airplane, at a date and time mutually agreeable to both parties. Bidder shall facilitate AAA staff and allow them to inspect and evaluate the following (at a minimum):
 - A. Engine: baffles, induction/exhaust systems, cylinder compression, battery
 - B. Empennage: horizontal and vertical stabilizer attach points, rivets, elevator/stabilator attach hinges, rudder trailing edge
 - C. Wings, ailerons, and flaps: leading edges of wings and trailing edges of ailerons and

- flaps, undersides of wings near jack points, wingwalks or strut steps
- D. Fuel caps and drains
- E. Fuselage: Doors, hinges, and latches, skin, belly, antennas, and any logbook entries regarding repairs done
- F. Landing gear: Struts, brakes, tires.
- G. Cabin or cockpit: Seats, tracks, backs, seat belts, and shoulder harnesses
- H. Instruments and avionics
- I. Engine and airframe logbooks

After performance of a pre-inspection, AAA reserves the right to request that any flaws discovered either be corrected prior to award, that the price bid be lowered, or a combination of both. Final award will be contingent upon successful completion of either or both, if determined necessary by AAA.

AAA staff may perform both a pre-purchase inspection for the purposes of evaluation and also may conduct a **final, visual inspection** of the airplane as deemed necessary by AAA after award and prior to possession and payment to assure that no alterations or damage has occurred since the pre-purchase inspection.

10. **Transfer of maintenance records:** Any documents required under FAR § 91.419 to be transferred with the airplane must be made available to AAA at the time of sale, prior to payment being made. Failure to do so may result in the withdrawal of award.
11. The awarded Bidder shall execute a Bill of Sale on FAA Form 8050-2. The seller must sign his or her name, in ink, as it appeared on the previous Bill of Sale.
12. **Delivery:** Albuquerque Aviation Academy will be responsible for picking up the aircraft after award unless a delivery option is specified in the bid as an option and accepted. Because funding for, and ability to, travel is limited for Academy staff, and unless a delivery option is offered otherwise, the aircraft shall be located for pick-up only in the following areas: NM, AZ, the southern half of NV, UT, CO, KS, OK, TX. If delivery is offered, there is no restriction on the location of aircraft.
13. **Brand Name Only:** This is a brand name only solicitation, meaning that only the specified brand name is acceptable, as determined by Albuquerque Aviation Academy. No substitute or equivalent may be offered.

IV. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFB contains the general requirements governing the procurement.

1. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
Issue RFB	Procurement Manager	August 12, 2024
Deadline to Submit Questions	Potential Bidders	August 30, 2024
Recommended deadline to submit Intent to Submit Form	Potential Bidders	September 2, 2024
Response to Written Questions (if applicable)	Procurement Manager	September 5, 2024
Submission of Bid	Bidders	September 12, 2024, at 2:00 PM MDT
Period for evaluation of responsiveness/inspection of airplane if desired	Albuquerque Aviation Academy/Lowest Responsive Bidder	September 12 – September 25, 2024
RFB Award	Albuquerque Aviation Academy	TBD
Protest Deadline	Bidders	15 Calendar Days after Notice of Award

*Subject to change at the discretion of the Procurement Manager and/or Albuquerque Aviation Academy

2. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events.

1. Issue RFB

RFB documents are made available publicly and the solicitation is considered active.

2. Return of “Intent to Submit” Form

It is recommended that Potential Bidders interested in submitting should return by e-mail the “Intent to Submit” form included with this document (see appendices) to notify of interest (non-obligating).

3. Deadline to submit written questions/request for clarification

Potential Bidders may submit written questions or request for clarification as to the intent or clarity of this RFB until 5:00 PM MT on the date indicated in the Sequence of Events. All questions must be submitted in writing) only to the Procurement Manager specified in this RFB. Questions or communications submitted to anyone other than the Procurement Manager is considered unauthorized and may result in the disqualification of a submitted bid.

4. Response to written questions/RFB Amendments

Written responses to written questions and any RFB amendments will be posted to the ACES's procurement portal at www.bidnetdirect.com//nmaces and may be emailed to parties who submitted questions.

5. Submission of Bid

SEALED BIDS MUST BE SUBMITTED AS FOLLOWS:

Bids shall be submitted in an opaque, sealed package or envelope to
Lauren Chavez, Aeronautics Director and Chief Flight Instructor
Albuquerque Aviation Academy
4515 Isleta Blvd., SW
Albuquerque, New Mexico 87105

It is the responsibility of the bidder to ensure timely receipt of the bid. Albuquerque Aviation Academy assumes no responsibility for, and will reject, late submittals (unless only one bid is received, and then it may be accepted or rejected at the discretion of the Academy). If sending a bid via shipping company/courier, it is highly recommended that the bid be sent a minimum of 2 days prior to bid opening to help ensure delivery occurs prior to bid opening. It is the bidder's responsibility to ensure delivery has occurred prior to the deadline for receipt of bids if desired.

6. Correction or Withdrawal of Bids

A bid containing a mistake discovered before bid opening may be modified or withdrawn by a Bidder **prior to** the time set for bid opening. Bids withdrawn for correction may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the REQUEST FOR BIDS. The Procurement Manager or Albuquerque Aviation Academy personnel may **at no time** assist with correction of bids or opening of envelopes **for any reason** prior to date and time of official opening.

7. Bid Evaluation

The evaluation of bids will be performed by staff of the Albuquerque Aviation Academy. Bids will be evaluated on a pass/fail basis regarding meeting mandatory minimum requirements.

8. Contract Award

Award (if made) will be announced to the successful bidder by the date indicated in the Sequence of Events or otherwise as set forth in an addendum if changed. Albuquerque Aviation Academy reserves the right to reject all bids and to not make award if such is deemed to be in their best interest.

9. Protest Deadline

Any protest by a Bidder must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The protest shall be submitted in writing within (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be written and must include the name and address of the protestor and the request for bid number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Central Purchasing Office. The protest must be delivered to: Amanda Catanzaro, CPO and Director of Operations, Albuquerque Aviation Academy, 6441 Ventana Rd. NW, Albuquerque, N.M. 87114

10. Penalties

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

V. GENERAL TERMS AND CONDITIONS

1. Bid tabulations will be made available within a week after bid opening date.
2. Failure of Bidder to complete bidding documents, in accordance with all instructions provided, may be cause for rejection of their bid.
3. If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this RFB, it is requested that his opinion be made known to the Procurement Manager listed in this RFB in writing, at least seven (7) days prior to the bid opening date.
4. Any cost incurred by the bidder in preparation, transmittal, presentation of any bid or material in response to this IFB shall be borne solely by the bidder.
5. To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so may be just cause for rejection of bid.
6. Bids may be withdrawn, prior to scheduled bid opening for the purpose of making any corrections. Any corrections made by mark out shall be properly identified and signed or initial by the Bidder. Resubmittal must be prior to scheduled bid opening for consideration.
7. After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of Albuquerque Aviation Academy.

8. If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend the bid opening, please contact the Procurement Manager listed in this RFB at least five (5) working days prior to the scheduled bid opening.
9. When a Chief Procurement Officer or their designee issues a purchase document in response to an awarded bid, a binding contract is created.
10. Assignment: Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in this RFP or as expressly authorized in writing by Albuquerque Aviation Academy.
11. Inspection: Final inspection and acceptance will be made at the destination, or as stipulated herein if different, or otherwise as agreed to between both parties. Supplies or services rejected at the destination for nonconformance with specifications shall be removed or corrected at the Contractor's risk and expense, promptly after notice of rejection.
12. Taxes: The unit price shall exclude all gross receipts taxes. Albuquerque Aviation Academy is exempt from paying gross receipts tax on tangible items and can provide a Non-Taxable Transaction Certificate upon request.
13. Non-Collusion: In signing this bid the Bidder certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with the bid submitted.
14. Bidder Qualifications: Albuquerque Aviation Academy may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this RFB. The Academy may reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive Bid as defined in Sections 13-1-83 and 13-1-85 NMSA 1978. Bidders must, upon request, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services.
15. In-state NM business preference (including resident business, resident veteran business, Native American resident business, Native American resident veteran business, and resident veteran business) will be applied when applicable. In order to qualify for the preference, the Bidder **must** include a copy of their preference certificate (issued by the NM Taxation and Revenue department) with their bid. Failure to include a copy of a valid preference certificate and complete applicable bid forms will result in disqualification from preference consideration.
16. Right to Waive Minor Irregularities: Matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other Bidders when there is no effect on price, quality or quantity may be

considered irregularities. The Procurement Manager may waive such irregularities if it is in the best interest of Albuquerque Aviation Academy.

- 17. Governing Law:** This procurement and any agreement with Bidders that may result shall be governed by the laws of the State of New Mexico.
- 18. Notice of Penalties:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kickbacks.

Albuquerque Aviation Academy
RFB # AAA-24-1
NEW OR USED SINGLE ENGINE AIRPLANE

CONFIRMATION OF RECEIPT/INTENT TO SUBMIT

In acknowledgement of receipt of this Request for Bid, the undersigned hereby expresses interest and an intent to submit a bid (does not obligate submission).

NAME OF INDIVIDUAL OR ORGANIZATION _____

CONTACT NAME IF ORGANIZATION: _____

TITLE (if applicable): _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Form to:

Tammy West by email at: procurement1@nmaces.org

B I D F O R M
ALBUQUERQUE AVIATION ACADEMY
RFB# AAA-24-1 - NEW OR USED CESSNA 172 AIRPLANE

BIDDER INFORMATION AND ADDENDA CERTIFICATION FORM

From: _____ Printed Name of Bidder _____ Mailing Address _____ City, State & Zip _____ Phone	_____ Signature _____ Date _____ Email Address
---	---

The Bidder accepts all of the terms and conditions of the Request for Bids (unless noted in writing on applicable BID FORM).

In submitting this Bid, the Bidder represents that:

1. The Bidder has examined all bidding documents and acknowledges any applicable addenda.
2. The Bidder has familiarized themselves with the nature and extent of all requirements.
3. Bidder has given the Procurement Manager written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the Procurement Manager is acceptable to the Bidder.
4. The bid is genuine and not made in the interest of, or behalf of, any undisclosed person, firm or corporation; the Bidder has not directly or indirectly induced or solicited any Bidder to submit false information; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over Albuquerque Aviation Academy.
5. Bidder understands that acceptance and formal award of this bid, along with the placement of order(s) related to this bid, constitutes a complete and binding contract for items and services as specified.
6. The Bidder certifies by signing and submitting a bid, to the best of his or her knowledge and belief, that all information is correct and accurate.

ADDENDA CERTIFICATION

Bidder hereby acknowledges receipt of Addenda (if applicable)

Number _____, Dated _____	Number _____, Dated _____
Number _____, Dated _____	Number _____, Dated _____

B I D F O R M
ALBUQUERQUE AVIATION ACADEMY
RFB# AAA-24-1 - NEW OR USED CESSNA 172 AIRPLANE

STATEMENT OF COMPLIANCE

Instructions: Each bid must be accompanied by a signed Statement of Compliance. The Proposer must sign only one section of the declarations stated below and then submit as part of the bid.

EITHER

No Exceptions Taken.

The undersigned declares that the Bid submitted by _____
(Name) will provide services as specified in strict compliance with the instructions, conditions and terms listed in this RFB, **with no exceptions taken.**

Signature

Date

Printed Name and Title

OR

Exceptions Taken. By signing below, the Bidder acknowledges that the Bid submitted by (Name) _____ has been prepared in consideration of and with exception to one or more of the requirements or terms specified in this RFB. By signing below, the Bidder declares their **bid includes a written statement that identifies each item to which the Bidder is taking exception** or is recommending change to and identifies the reasons for submitting the proposed exception or change. Albuquerque Aviation Academy reserves the right to reject any declarations of exception that are not accompanied by the required documentation or to accept or reject any bid based on any exception taken.

Signature

Date

Printed Name and Title

[Attach separate sheet(s) detailing exceptions]

B I D F O R M
ALBUQUERQUE AVIATION ACADEMY
RFB# AAA-24-1 - NEW OR USED CESSNA 172 AIRPLANE

PREFERENCE CERTIFICATION

_____(Name of Business) hereby certifies the following in regard to application of NM preference (pursuant to 13-1-21, NMSA 1978):

Please check one box only:

- ☐ This business **does not have** a qualifying New Mexico Preference Certification.
- ☐ This business **has** the following qualifying New Mexico Preference:
 - ☐ Resident Business
 - ☐ Native American Resident Business
 - ☐ Resident Veteran Business
 - ☐ Native American Resident Veteran Business

(Must include a copy of the certificate with bid in order to be considered)

If claiming a Resident or Native American **Veterans** Preference Certification, please state annual gross revenue for preceding calendar year:

\$ _____

(note that for gross revenue exceeding \$6,000,000 preference may not be considered pursuant to 13-1-21, NMSA 1978)

(NM Preference may not be considered if federal funds are to be used)

“I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.”

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A denial of consideration of preference or award, or recension of award, may be made if the statement is proven incorrect.

B I D F O R M
ALBUQUERQUE AVIATION ACADEMY
RFB# AAA-24-1 - NEW OR USED CESSNA 172 AIRPLANE

PROPOSED ITEM INFORMATION AND BID PRICE

New or used: _____

Manufacturer and Model: _____

Year: _____

Serial/Series #: _____

Registration #: _____

Engine time (SMOH): _____

Interior Condition (0-10): _____

Exterior Condition (0-10): _____

Total Time: _____

Number of Seats: _____

Has 2 nav/coms? _____ Yes _____ No

Current location: _____

Year painted (if applicable): _____

Year of interior (if applicable): _____

BID PRICE: \$ _____

Price shall not include tax

It is desired that pricing and availability remain firm and subject to acceptance for 60 days after the day of the bid opening. If Bidder is not willing or able to comply with these terms, please state alternative time frame for each here:

Price of any optional equipment:	
Item description	Price
_____	_____
_____	_____
_____	_____
_____	_____

(Use additional sheet if necessary and include with bid)

ADDITIONAL BID TERMS

_____ I hereby certify that a copy of the current registration, operating
Initials limitations/placards, weight and balance will be included with the aircraft upon
delivery.

B I D F O R M
ALBUQUERQUE AVIATION ACADEMY
RFB# AAA-24-1
NEW OR USED SINGLE ENGINE AIRPLANE

Include photos as required here (may use separate/additional pages)

B I D F O R M
ALBUQUERQUE AVIATION ACADEMY
RFB# AAA-24-1
NEW OR USED SINGLE ENGINE AIRPLANE

Include certificate of working order and airworthiness certificate completed by a qualified mechanic or appraiser with bid here (may use separate/additional pages)

Reference section III.8.B.2 of this RFB

ALBUQUERQUE AVIATION ACADEMY
RFB# AAA-24-1
NEW OR USED SINGLE ENGINE AIRPLANE

SAMPLE AIRCRAFT PURCHASE/SALES AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____,
_____, by and between _____, (the "Buyer"), a(n)
_____ (individual(s), corporation, partnership, or LLC) whose principal
address is _____;
and _____ (the "Seller"), a(n) _____
(individual(s), corporation, partnership, or LLC) whose principal address is _____:

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants
contained herein, and other good and valuable consideration, the sufficiency of
which is hereby acknowledged, the parties do hereby agree as follows:

1. Sale of Aircraft. Seller agrees to sell to Buyer and Buyer agrees to purchase
from Seller the following Aircraft (the "Aircraft"):

Aircraft Make: _____
Aircraft Model: _____
Aircraft Year: _____
Aircraft Registration Number: _____
Aircraft Serial Number: _____
Aircraft shall be equipped as follows:

Seller warrants that Seller holds legal title to the Aircraft and that title will be
transferred to Buyer free and clear of any liens, claims, charges, or
encumbrances. Upon delivery of the Aircraft and payment of the balance of the
purchase price, in accordance with this Agreement, Seller shall execute a bill of
sale granting good and marketable title to the Aircraft.

2. Consideration. It is agreed that the price of the Aircraft is _____
Dollars (\$_____) and is due on delivery of the Aircraft. All monies paid in

ALBUQUERQUE AVIATION ACADEMY
RFB# AAA-24-1
NEW OR USED SINGLE ENGINE AIRPLANE

accordance with this Agreement will be made by cash, cashier's check, certified check, wire transfer, or equivalent.

3. Escrow. It is agreed that within _____ (_____) business days after execution of this agreement an escrow account will be established with escrow agent [*at Buyer's sole discretion*] [*at Seller's sole discretion*] [*agreeable to both parties*]. All funds, including the deposit, and the following documents pertaining to this transaction, shall be transmitted through the escrow account: (a) Bill of sale for the Aircraft from Seller to Buyer; and (b) Application for Registration of the Aircraft to Buyer. The fees for the escrow service shall be [*paid by the Buyer*] [*paid by the Seller*] [*split evenly between Buyer and Seller*].

4. Deposit. The Buyer shall pay a deposit of _____ Dollars (\$_____) in to the escrow account immediately upon the establishment of that account. The deposit is [*non-refundable unless otherwise stipulated in this agreement*] [*fully refundable to Buyer except as otherwise stipulated herein*]. The deposit shall be credited to the purchase price of the Aircraft.

5. Pre-purchase Inspection. After the signing of this Agreement and the payment of the deposit into escrow, the Buyer shall have the right to perform a pre-purchase inspection of the Aircraft. Such inspection shall be at the Buyer's expense and may be performed by a individual(s) of Buyer's choice, so long as he/she/they hold current Airframe and Powerplant mechanic certificates issued by the Federal Aviation Administration. The inspection shall be performed at _____ Airport.

Alternate clauses for this section:

[*If the Buyer does not perform or have this inspection performed within _____ (_____) days of the signing of this Agreement, then Buyer shall be deemed to have waived his/her/its right to such inspection*].

[*Upon completion of this inspection, Buyer shall have _____ (_____) days to notify Seller that he/she/they will not purchase the Aircraft. If Buyer elects not to purchase the Aircraft, the Buyer shall notify Seller in writing of this decision. Upon receipt of such notice, Seller shall return, or have returned, within _____ (_____) days, to Buyer all payments made by Buyer, except for the deposit*].

[*Upon completion of this inspection, Buyer shall present to the Seller any list of discrepancies compiled. The Seller shall have _____ (_____) business days to review the list and to notify the Buyer of Seller's decision: (a) to pay to have the [discrepancies] [discrepancies affecting the airworthiness of the Aircraft] repaired at Seller's expense and to complete the sale; or (b) to decline to pay the costs of repairs and to terminate the Agreement. If Seller declines to pay the cost*

ALBUQUERQUE AVIATION ACADEMY
RFB# AAA-24-1
NEW OR USED SINGLE ENGINE AIRPLANE

of repairs, Seller shall refund, or have refunded, the Buyer's deposit and shall reimburse the Buyer for the cost of the pre-purchase inspection].

- 1. Aircraft Delivery.** It is agreed that the Aircraft and its logbooks shall be delivered on _____(date) at _____ Airport. Payment in full, as described above, is a condition of delivery. Title and risk of loss or damage to the Aircraft shall pass to Buyer at the time of delivery. The Aircraft will be delivered to Buyer in its present condition, normal wear and tear excepted, with a valid FAA Certificate of Airworthiness.

7. Warranties. *Alternative clauses for this section:*

[Except as provided otherwise in this agreement, this Aircraft is sold "as is." There are no warranties, either express or implied with respect to merchantability or fitness applicable to the Aircraft or any equipment applicable thereto including warranties as to the accuracy of the Aircraft's logbooks, made by Seller. Buyer agrees that no warranty has been expressed or implied by Seller and that Buyer has inspected the Aircraft and understands that it is being purchased "as is." Buyer hereby expressly waives any claim for incidental or consequential damages, including damages resulting in personal injury against Seller].

OR

[Seller warrants that to the best of Seller's knowledge: (a) the Aircraft is in airworthy condition; (b) the Aircraft has a current annual inspection; (c) the Aircraft has a currently effective Standard Category airworthiness certificate issued by the Federal Aviation Administration; (d) all of the Aircraft's logbooks are accurate and current; (e) all applicable Airworthiness Directives have been complied with; (f) _____].

8. Seller's Inability to Perform.

(a) If the Aircraft is destroyed or in Seller's opinion damaged beyond repair, or is seized by the United States Government, Seller shall promptly notify Buyer. On receipt of such notification, this Agreement will be terminated and the Seller shall return to Buyer all payments made in accordance with this Agreement, and Seller will be relieved of any obligation to replace or repair the Aircraft.

(b) Seller will not be responsible or deemed to be in default for delays in performance of this Agreement due to causes beyond Seller's control and not caused by Seller's fault or negligence.

9. Buyer's Inability to Perform. If, for any reason, the Buyer is unable to pay the purchase price of the Aircraft, as specified in this Agreement, the Seller shall return all payments to the Buyer except for the deposit.

ALBUQUERQUE AVIATION ACADEMY
RFB# AAA-24-1
NEW OR USED SINGLE ENGINE AIRPLANE

10. Taxes. The Buyer shall pay any sales or use tax imposed by a state or local government, which results from the sale of the Aircraft.

11. Assignment. This Agreement may not be transferred or assigned without written authorization signed by Seller and Buyer.

12. Notice. All notices and requests required or authorized under this Agreement shall be given in writing by certified mail, return receipt requested. The date on which any such notice is received by the addressee shall be deemed the date of notice.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of _____.

14. Attorney Fees. In the event any action is filed in relation to this Agreement, [*the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees*] [*each party shall be responsible for his/her/its own attorney's fees*].

15. Waiver. Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

16. Severability. The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

17. Paragraph Headings. The headings to the paragraphs to this Agreement are solely for convenience and have no substantive effect on the Agreement nor are they to aid in the interpretation of the Agreement.

18. Entire Agreement. This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
the day and year first above written.

SELLER

BUYER