



**Administered by
AUBURN-LEWISTON MUNICIPAL AIRPORT BOARD OF DIRECTORS**

REQUEST FOR PROPOSALS (RFP)

**FLIGHT SIMULATOR
Auburn-Lewiston Municipal Airport**

ISSUE DATE: May 17, 2022

PROPOSALS MUST BE RECEIVED BY: June 17, 2022

DELIVER PROPOSALS TO:

Auburn-Lewiston Municipal Airports
Attn: James H. Scheller, C.M.
80 Airport Drive
Auburn, ME 04210

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The Auburn-Lewiston Municipal Airport is seeking proposals from qualified vendors for a flight simulator Advanced Aircraft Training Device, as described in this document.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the Airport intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The Auburn-Lewiston Municipal Airport will hereinafter be referred to as the "Airport." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

- 1.3 Overview: This RFP covers the requirements to provide an aircraft training device for the Airport of Maine at Augusta Aviation Program. The model, Redbird DL is provided to exhibit the minimum levels, features, quality and service. Alternative models will be considered.

The flight training device shall be designated by the Federal Aviation Administration (FAA) as an Advanced Aircraft Training Device (AATD). The AATD will be used to supplement the aviation training of Aviation students during all of instruction. During this period, students will be earning the Private Pilot Certificate, the Instrument Rating, the Commercial Certificate, and the Instrument Instructor Rating. The AATD will be used beginning with an introduction to the aircraft for the new student through a platform for students to practice their instrument instructional procedures and techniques. Aircraft simulated will be single and multi-engine. The AATD must be a single device configurable to represent the aircraft used by the Airport in its flying training program.

- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the Airport's best interests, including, but not limited to:

Evaluation Criteria	Possible	Weight	Total
Overall plan and approach to providing the equipment	5	2	10
Bidder's experience with projects of similar scope and magnitude	5	2	10
Overall plan for service and support	5	2	10
Bidder's ability to meet specifications	5	3	15
References from contracts using the same or similar equipment	5	1	5
Bidder's qualifications for the scope of work in this contract	5	1	5
Experience and training of personnel assigned to this contract	5	1	5
Installed Cost and Annual Maintenance	5	3	15
Total Points			75

1.5 Alternates: Unless otherwise provided for in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the Airport, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to indicate the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Airport to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name products referenced in the solicitation.

1.6 Communication with the Airport: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.flytomaine.com. The Airport will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Auburn-Lewiston Municipal Airport
Attn: James H. Scheller, C.M.
80 Airport Drive
Auburn, ME 04210
manager@flytomaine.com

The deadline for inquiries is June 17, 2022. The Airport will respond to written inquiries not later than close of business, June 15, 2022.

1.7 Award of Proposal: The Airport intends to award this contract to a single bidder. Presentations may be requested of two or more bidders deemed by the Airport to be the best suited among those submitting proposals based on the selection criteria. After presentations have been conducted, the Airport may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The Airport reserves the right to waive minor irregularities. The Airport reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the Airport. The Airport may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the Airport determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.8 Award Protest: Bidders may appeal the award decision by submitting a written protest to the Auburn-Lewiston Municipal Airport Board of Directors within (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

- 1.9 Confidentiality: The information contained in proposals submitted for the Airport's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the Airport will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The Airport will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.11 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal 4 department or agency. Submission is also agreement that the Airport will be notified of any change in this status.
- 1.12 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.13 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.14 Non-Responsive Proposals: The Airport will not consider non-responsive proposals, i.e., those with material deficiencies, omissions, errors, or inconsistencies.
- 1.15 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Auburn-Lewiston Municipal Airport Board of Directors. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the Airport. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the Airport in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP: SIMULATOR

- 1.16 Submission: One (1) SIGNED original submitted to the Auburn-Lewiston Municipal Airport, Attn: Airport Manager, 80 Airport Drive, Auburn, ME 04210 in a sealed envelope and one (1) electronic copy in Adobe Portable Document Format (PDF) of the complete proposal must be submitted to manager@flytomaine.com by 4:00 p.m. June 17, 2022. All image files must be in one of the following formats: JPG, GIF, BMP,

or TIF. The Airport prefers images already inserted as part of the document such as a PDF.

The envelope must be clearly identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP: Simulator

- 1.17 Any contract or agreement for services that will, or may, result in the expenditure by the Airport of \$3,000 or more must be approved in writing by the Airport Board Chairperson.
- 1.18 The Airport must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 Contract Administration: The Auburn-Lewiston Municipal Airport Manager the Airport's authorized representative in all matters pertaining to the administration of the terms and conditions of this agreement and to whom all notifications must be sent:

James H. Scheller, C.M.
Airport Manager
80 Airport Drive
Auburn, ME 04210

- 2.2 Contract Documents: If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the Airport and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 Contract Data: The Contractor is required to provide the Airport with detailed data concerning the Contract at the completion of each contract year or at the request of the Airport at other times. The Airport reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to services rendered and items sold (parts).
- 2.5 Contract Validity: In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 Non-Waiver of Defaults: Any failure of the Airport to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the Airport's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the Airport shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) calendar days, the Airport may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the Airport. If the Contract Administrator or

designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

- 2.9 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.10 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.11 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the Airport.
- 2.12 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with the Airport's policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The Airport encourages the employment of individuals with disabilities. The following person has been designated to handle inquiries regarding non-discrimination policies: Director, Office of Equal Opportunity, 101 North Stevens Hall, 581-1226.
- 2.13 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the Airport. The Contractor is not to be deemed an employee or agent of the Airport and has no authority to make any binding commitments or obligations on behalf of the Airport except as expressly provided herein. The Airport has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the Airport.
- 2.14 Sexual Harassment: The Airport is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The Airport thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as Airport policy by the Airport

Board of Directors. Failure to comply with this policy could result in termination of this Contract without advanced notice.

- 2.15 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the Airport and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the Airport or for which the Airport may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.16 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel

The "Auburn-Lewiston Municipal Airport" shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Auburn-Lewiston Municipal Airport,
80 Airport Drive
Auburn, ME 04210

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

- 2.17 Smoking Policy: The Airport terminal and all buildings are tobacco free. This policy applies to staff, contractors, vendors, and visitors. The use of tobacco and all smoking products is only permitted in designated areas. Tobacco is by definition includes possession of any lighted tobacco products, or use of any type of smokeless tobacco.
- 2.18 Payments: Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. Please indicate your preferred method of payment.
- 2.19 Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may

include but are not limited to: acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

2.20 Tax Exempt: The Airport is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The Airport is exempt from the payment of Maine State Sales and Use Taxes.

2.21 Bidders must disclose any potential conflicts of interest.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 Basic Simulator (Advanced Aircraft Training Device) Requirements – based upon aircraft available for students.

3.1.1 Classification by the FAA as an Advanced Aircraft Training Device

3.1.2 Open cockpit with a minimum 200 Degree wrap-around field of view – providing the pilot with straight-ahead as well as peripheral view of the aircraft and surrounding environment.

3.1.3 Cockpit configuration easily configurable for each of the aircraft

3.1.3.1 Realistic cockpit gauges with functioning control knobs

3.1.3.2 Throttle – single for single engine

3.1.3.3 Aircraft configuration requirements

3.1.4.3.1 Cessna 172 simulation with steam gauges and a 430/530

3.1.4.3.2 Cessna 172 with G1000 and GFC700 Autopilot

3.1.4 Yoke with 2-axis control loading to represent actual yoke feel. Realistic and functional rudder pedals with differential brakes.

3.1.5 Instruction/Users' manual

3.1.6 Internet connectivity to vendor for diagnostics and remote support

3.2 Software and Teaching environment

3.2.1 Complete United States terrain and airport database, user configurable for selected flight profile and mission database and ability to present a realistic airport environment to include airfield and approach lighting

3.2.2 Ability to store pre-configured flight profiles

3.2.3 Realistic engine and cockpit sounds

3.2.4 Ability to set weather ceiling, visibility and related conditions

3.2.5 Ability to review flight with student after an AATD training session including start, stop and pause functions

3.2.6 Portable instructor panel software

3.3 AATD Class-Specific Requirements

3.3.1 Introduction and Private Pilot

3.3.1.1 Basic presentation of analog cockpit gauges and controls for student identification and familiarization

3.3.1.1.1 Yoke with 2-axis control loading and Rudder pedals with differential braking

3.3.1.1.2 Heading, Altimeter, Tachometer, Vertical Velocity, Turn and Slip and Airspeed indicator with markings

3.3.1.1.3 Dual VOR capability

3.3.1.1.4 Magneto and starter control

3.3.1.1.5 Master battery and alternator control

3.3.1.1.6 Two fuel pump circuit

3.3.1.1.7 Landing and taxi light controls

3.3.1.1.8 Navigation light control

3.3.1.1.9 Rotating beacon control

3.3.1.1.10 Strobe light control

3.3.1.1.11 Avionics master control

3.3.1.1.12 Elevator trim wheel

3.3.1.1.13 Alternate static air control

3.3.1.1.14 Parking brake control

3.3.1.1.15 Fuel Selector valve

3.3.1.1.16 Transponder with Mode C capability, selective code knobs plus IDENT button

3.3.1.2 Ground operations procedures to include checklist training, starting engine and basic taxi operations

3.3.1.3 Engine run-up check, pre-takeoff checks to include proper flight control movement coordinated with visual presentation of control surface movement (e.g. – left turn, yoke to left, left aileron up, right aileron down)

3.3.1.4 Engine application and takeoff

3.3.1.5 Aircraft system malfunctions – inaccurate gauge readings, inoperative gauges

3.3.1.6 Takeoff emergencies: Engine failure and Flight instrument failure

3.3.1.7 In-Flight emergencies: Engine failure, flight Instrument Failure, Radio failure

3.3.1.8 Basic navigation

3.3.2 Instrument Training, in addition to Section

3.3.2.1 Realistic analog gauge (6-Pack) instrument training

3.3.2.2 Ability to fly selected approaches to a multitude of airfields

3.3.2.3 Ability to position the aircraft at any start position in the air near any approach fix in any configuration and store this setting if desired – to teach holding pattern entry and holding procedures

3.3.2.4 Realistic navigation capability to match actual aircraft performance to provide the students with the ability to execute a flight plan for an actual navigation mission. Aircraft climb, enroute, and descent must be realistic.

3.3.2.5 Simulator reconfigurable to Garmin G 1000 or equivalent to introduce students to glass cockpit instrumentation.

3.3.2.6 Realistic weather control for departure and arrival

3.3.2.7 Ability for the simulator to provide accurate unusual attitude training – to include vestibular stimulation such that the student must learn to trust instruments regardless of perceived feeling of aircraft attitude.

3.3.3 Commercial Training. Multi-engine aircraft operation with choice of plane configurations. In addition to Section 3.1 and 3.2

3.3.3.1 Realistic Throttle Quadrant with Throttle, Mixture, and Prop Control Emergencies

3.3.3.1.1 Flap positioning control

3.3.3.1.2 Pilot heat control

3.3.3.1.3 Landing gear positioning

3.3.3.1.4 Dual throttle quadrant

3.3.3.2 Single Engine failure during takeoff and during flight

3.3.3.3 Realistic sensation of engine failure: The AATD should yaw appropriately producing the sensation of an actual engine loss in a multi-engine aircraft

3.3.3.4 Cockpit gauge malfunctions with the ability to fail a single gauge while having the operation of the engine remain normal: For example, failure of the fuel gauge, failure of the manifold pressure gauge, etc.

3.3.3.5 Other emergencies as required by the instructor

3.4 Aircraft Simulation Packs

3.4.1 Generic, Single Engine, Piston Aircraft w/ 6-pack configuration (equal to C172-S KLN94)

3.4.1.1 Yoke controller with two axis control loading

3.4.1.2 Throttle, carburetor heat, and mixture control

3.4.1.3 Instrument Panel with the following instrument presentation – actual or simulated

3.4.1.3.1 PFD – Buttons for Com frequency swap, Nav frequency swap, functioning soft keys representative of the G1000 configuration

3.4.1.3.2 MFD – Buttons for Com frequency swap, Nav frequency swap, functioning soft keys representative of the G1000 configuration

3.4.1.3.3 Audio panel – buttons for COM1 MIC, COM1, COM2 MIC, COM2, Nav1, Nav2, ADF, DME

3.4.1.3.4 Autopilot – buttons for autopilot engage/disengage, HDG, NAV, APR, VS, FLC, FD, ALT, VNV, BC, NOSE UP and NOSE DWN

3.4.1.4 Gauges – simulated:

3.4.1.4.1 Airspeed indicator

3.4.1.4.2 Altimeter

3.4.1.4.3 Attitude indicator

3.4.1.4.4 Vertical velocity indicator

3.4.1.4.5 Magnetic Compass

3.4.1.4.6 Audio panel

3.4.1.4.7 Hobbs meter

3.4.2 Cessna 172 or equivalent single engine trainer with G1000 GFC700 Configuration

3.4.2.1 Yoke controller with two axis control loading

3.4.2.2 Throttle, carburetor heat, and mixture control

3.4.2.3 Instrument Panel with the following instrument presentation – actual or simulated

3.4.2.3.1 Audio panel – buttons for COM1 MIC, COM1, COM2 MIC, COM2, Nav1, Nav2, ADF, DME

3.4.2.3.2 Autopilot – buttons for autopilot engage/disengage, HDG, NAV, APR, VS, FLC, FD, ALT, VNV, BC, NOSE UP and NOSE DWN

3.4.2.4 Gauges – simulated:

3.4.2.4.1 Airspeed indicator

3.4.2.4.2 Altimeter

3.4.2.4.3 Attitude Direction indicator

3.4.2.4.4 Horizontal Situation Indicator

3.4.2.4.5 Vertical velocity indicator

3.4.2.4.6 Magnetic Compass

3.4.2.4.7 Audio panel

3.4.2.4.8 Hobbs meter

3.5 Service and Support

3.5.1 Service agreement to service, hardware and software. Agreement shall include full parts and labor warranty (no cost) for first year, annual renewal at fixed rate for next 5 years. Agreement shall cover:

3.5.1.1 Software updates

3.5.1.2 No charge replacement of malfunctioning parts

3.5.1.3 On-site service and support

3.5.1.4 Live Telephone support

3.5.1.5 Email/web support

3.5.1.6 Remote diagnostics and support

3.6 Training Capabilities and Environment

3.6.1 RealNav Professional (or equivalent) airfield and terrain database with one year subscription

3.6.2 Software to allow mobile connectivity to tablets and smartphones running aviation or navigation software to simulate actual use of such devices in flight.

SECTION FOUR

4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the Airport. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Pricing: Proposal shall include the following information.

4.1.1 Manufacturer, model number and manufacture date, itemized list for all equipment, options and services requested.

4.1.2 Total delivered and operation cost including:

4.1.2.1 Base Price

4.1.2.2 Additional equipment

4.1.2.3 Shipping and Installation

4.1.3 Total operator training, service and support costs. Including:

4.1.3.1 Initial Training for operator

4.1.3.1.1 Program details, number of hours, location and methods of instruction

4.1.3.1.2 Continuing education and training of additional operators

4.1.3.1.4 Price and Billing options

4.1.3.2 Annual service and support costs (Section 3.5). Include service level options, on-site response times, hours of operations

4.2 Business Profile: No financial statements are required to be submitted with your proposals, however, prior to an award the Airport may request financial statements from your company, credit reports and letters from your bank and suppliers.

4.3 Contract: If you have a contract, you wish us to consider for this project, please submit a copy for review. A copy of the Airport's Services Contract is included in this document for your consideration. (Attachment A) Do not complete the form at this time; it is for review only.

4.4 Confidential Information: All confidential and/or proprietary information must be clearly indicated. (Section 1.9)

4.5 Payment Method: Indicate your ability to accept electronic payments. (Section 2.18)

4.6 References: Provide the names and contact information of at least three (3) references from colleges, universities, airports or clients for work performed with in the last three (3) years on projects of similar size and scope.

4.7 Authorized Signature: Provide the name, title, signature and contact information (including e-mail addresses) of the individual authorized to submit the proposal on behalf of the institution.

SIGNATURE PAGE:

COMPANY NAME: _____

By: _____
(Signature)

Print Name: _____

Title: _____

Phone: _____

Cell Phone: _____

E-mail Address: _____

Date: _____

AUBURN-LEWISTON MUNICIPAL AIRPORT CONTRACT FOR SERVICES
(not for use for architectural or engineering design contracts)

This Contract entered into this _____ day of _____, _____, by and between the Auburn-Lewiston Municipal Airport, hereinafter referred to as the "Airport", and _____, hereinafter referred to as "Contractor".

WHEREAS, the Airport desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the Airport;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in Attachment A, hereby incorporated by reference.

2. **Term**: This Contract shall commence on _____ and shall terminate on _____, unless terminated earlier as provided in this Contract.

3. **Payment**:

A. The total of all payments made against this contract shall not exceed \$_____. Any expenses not listed here will not be reimbursed.

B. The Airport shall compensate the Contractor at the rate of \$ _____ per _____ (hour, week, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.

C. Reimbursement for travel:

All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made. OR _____ Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

D. Other expenses (postage, printing, phone, etc.) shall not exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

4. **Termination**:

This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the Airport shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period.

5. **Obligations Upon Termination**:

Any materials produced in performance of this agreement are the property of the Airport and shall be turned over to the Airport upon request. The Airport shall pay the Contractor for all

services performed to the effective date of termination subject to offset of sums owed by the Contractor to the Airport.

6. **Conflict of Interest**: No officer or employee of the Airport shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the Airport shall have any interest, direct or indirect, in this contract or proceeds thereof.
7. **Modification**: This Contract may be modified or amended only in a writing signed by both parties.
8. **Assignment**: This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the Airport.
9. **Applicable Law**: This Contract shall be governed and interpreted according to the laws of the State of Maine.
10. **Administration**: _____ shall be the Airport's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
11. **Non-Discrimination**: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The Airport encourages the employment of qualified individuals with disabilities.
12. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the Airport, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the Airport may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
13. **Contract Validity**: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
14. **Independent Contractor**: Contractor is an independent contractor of the Airport, not a partner, agent or joint venturer of the Airport and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the Airport, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits

available to Airport's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the Airport with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

15. **Intellectual Property**: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the Airport and shall be turned over to the Airport upon request.
16. **Entire Contract**: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied.
17. **Licensing**: Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the Airport prior to commencing work under this Contract.
18. **Record Keeping, Audit and Inspection of Records**: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Airport, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
19. **Publicity, Publication, Reproduction and use of Contract's Products or Materials**: Unless otherwise provided by law or the Airport, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with Airport funds shall vest with the Airport. The Contractor shall at all times obtain the prior written approval of the Airport before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the Airport shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
20. **Confidentiality**: The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the Airport.

21. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

22. Notices: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

23. Insurance Requirements: Attachment B, hereby incorporated by reference

24. Signatures:

FOR THE AUBURN-LEWISTON MUNICIPAL AIRPORT:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Date: _____

Tax ID #: _____

Per University policy, "Any contract or agreement for services that will, or may, result in the expenditure by the Airport of \$50,000 or more must be approved in writing by the Airport Board of Directors and it is not approved, valid or effective until such written approval is granted."

BY: _____

Title: Director of Strategic Procurement

Date: _____

Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a **U.S. person** (including US. resident alien.). If you are a foreign person, use the appropriate Form W-8.

Part 1 Tax Status:

Print Name: _____

Address (number, street, and apt. or suite no.): _____

City: _____ State: _____ Zip: _____

Phone: (____) _____

Complete One:

Individual/Sole Proprietor. Business Name, if different from above:

Social Security Number ____ - ____ - _____
- or - Business EIN ____ - _____

Partnership EIN ____ - _____

Corporation EIN ____ - _____

Please answer questions below if you are a corporation:

1. Corporation providing legal services? Y N

2. Corporation providing medical services? Y N

Limited Liability Company EIN ____ - _____

Tax-Exempt or Not-for-Profit under § 501(C)(3) EIN ____ - _____

Government Entity EIN ____ - _____

Estate or Trust EIN ____ - _____

All other Entities EIN ____ - _____

Part 2 Exemption: If exempt from Form 1099 reporting, check here: and circle your qualifying exemption reason below

1. An organization exempt from tax under IRC section 501(a)

2. The United States or any of its agencies or instrumentalities

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities

5. An international organization or any of its agencies or instrumentalities

6. Other: _____

Part 3 Certification:

Under penalties of perjury, I certify that:

1. 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**

2. 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

3. I am a U.S. person (including a U.S. resident alien).

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 you have failed to report all interest and dividends on your tax return.

Signature of U.S. person: _____

Date: _____

Please return this form with the attached contract.

Thank you for your cooperation.

Attachment B

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance: Insurance Type Coverage Limit

- | | |
|---------------------------------|--|
| 1. Commercial General Liability | \$1,000,000 per occurrence or more (Written on an Occurrence-based form) (Bodily Injury and Property Damage) |
| 2. Automobile Liability | \$1,000,000 per occurrence or more (Including Hired & Non-Owned) (Bodily Injury and Property Damage) |
| 3. Workers Compensation | Required for all personnel (In Compliance with Applicable State Law) |

The Airport of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Auburn-Lewiston Municipal Airport
80 Airport Drive
Auburn, ME 04210

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the Airport should be included as follows:

Auburn-Lewiston Municipal Airport Board of Directors

The Contractor shall not commence work under this contract until the Contractor has obtained all insurance coverages and limits required under this section and such insurance has been approved by the Airport; nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of subcontractor have been so obtained and approved by the Contractor.