

# UNIVERSITY OF CENTRAL ARKANSAS

PROCUREMENT & TRAVEL OFFICE 201 Donaghey Avenue Wingo Hall 113 Conway, AR 72035

# REQUEST FOR PROPOSAL Aviation Training and Management Services RFP#UCA-23-049

# PROPOSALS MUST BE RECEIVED BEFORE: June 13, 2023 at 10:00 AM CST

# Proposal Delivery and Opening Location University of Central Arkansas

201 Donaghey Avenue Wingo Hall 113 Conway, AR 72035

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND COMPANY'S RETURN ADDRESS

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# **Request for Proposal Introduction**

#### Purpose of the RFP

University of Central Arkansas referred to as ("the University" or "UCA") is requesting sealed offers from qualified firms and/or individuals for Aviation Training and Management Services.

To receive full consideration, proposals must be submitted by **June 13th at 10:00 a.m.** (Central Standard Time). Sealed proposals subject to the terms, conditions, and specifications contained herein are hereby made part of this request. All proposal sheets must be executed and submitted in a sealed envelope. The Cost Proposal must be submitted in a separately sealed envelope. The face of the envelope must be addressed as follows:

# RFP #UCA-23-049 Aviation Training and Management Services Attn: Cassandra McCuien-Smith, Director of Procurement 201 Donaghey Avenue Wingo 113 Conway, AR 72035

Website for Solicitations: <u>https://www.uca.edu/purchasing</u>

**Contract Administrator** Dr. Patricia Poulter, Provost 501-450-5073 ppoulter@uca.edu

# Issuing Officer

Cassandra McCuien-Smith, Director of Procurement 501-450-5014 cmccuien@uca.edu

The Issuing Officer is the sole point of contact from the date of release of this request for proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should contact the Issuing Officer in writing.

# RFP #UCA-23-049 Aviation Training and Management Services Tentative Procurement Schedule

Date / Time (Central Standard Time)	Location	Action
April 24, 2023		RFP Issue Date
May 9, 2023 10:00 AM – 12:00 noon	Conway Municipal Airport at Cantrell Field 3250 Sand Gap Rd Conway, AR 72032	Pre-proposal Conference (non-mandatory attendance)
May 16, 2023		Last Day for Written Inquiries
May 23, 2023		Release of Official Response to Written Inquiries posted on UCA Procurement Website
June 13, 2023 10:00 AM	Wingo Hall 113	RFP Proposals Due to Procurement Department
June 13, 2023 10:00 AM	Wingo Hall 113	Public Opening by Procurement
June 15, 2023		Proposals delivered to Evaluation Committee
June 15-22, 2023		Committee Evaluation of Responsive Proposals
July 13, 2023 1:30 PM-4:30 PM	Conway Municipal Airport at Cantrell Field 3250 Sand Gap Rd Conway, AR 72032	Site Visit / Interview of Finalists
July 18, 2023	Wingo Hall 315	Negotiation and development of Contract with top ranked finalist
TBD		Recommendation to Board of Trustees for Approval
TBD		Arkansas Legislative Council Approval if required
September 1, 2023		Tentative Contract Commencement Date

The above schedule is subject to change at the University's sole discretion.

# UCA BACKGROUND

Founded in 1907, University of Central Arkansas is one of the best and most affordable options for higher education in the South. Located in Conway, Arkansas, "The City of Colleges," the university's bustling, Georgian-style campus is among the most beautiful in the region.

In fall 2022, nearly 10,000 students from seventy-seven (77) different countries, fortyeight (48) states, and all seventy-five (75) counties in Arkansas were part of UCA's diverse community. The university is large enough to offer academic diversity, yet small enough to show personal interest and support. Students engage in undergraduate research and publication opportunities that most students don't have until graduate school.

UCA offers more than eighty (80) undergraduate degree and certificate programs and fifty-seven (57) graduate degree and certificate programs, including six (6) doctoral degrees. UCA offers programs of study in five (5) different colleges — the College of Arts, Humanities, and Social Sciences, the College of Business, the College of Education, the College of Health and Behavioral Sciences, and the College of Natural Sciences and Mathematics. Each college offers significant opportunities to learn and grow.

The university's Honors College is nationally known for its unique and challenging curriculum. The Honors College offers small, discussion-based seminars, close student-faculty relations, funding for travel abroad, and internships.

As its mission states, the University of Central Arkansas, a leader in 21st-century higher education, is committed to excellence through the delivery of outstanding undergraduate and graduate education that remains current and responsive to the diverse needs of those it serves. The university's faculty and staff promote the intellectual, professional, social, and personal development of its students through innovations in learning, scholarship, and creative endeavors. Students, faculty, and staff partner to create strong engagement with the local, national, and global communities. The University of Central Arkansas dedicates itself to academic vitality, integrity, and diversity.

# SCOPE OF WORK

The University of Central Arkansas is seeking to obtain competitive proposals for a Private Pilot Program. The contractor shall provide a Private Pilot Program in accordance with all terms and conditions contained herein.

The objective of the Aviation program is to prepare students for responsible positions in the air transportation industry, including airline operations and management, corporate aviation, airport management and government operations. The goal of the program is to equip students with adequate knowledge and skills in aviation and management in order to compete in the rapidly changing and highly competitive field of aviation.

UCA intends to offer a certificate in Private Pilot beginning with the fall 2024 semester. The Private Pilot program will emphasize training in single engine aircrafts. An advantage to the University program is the development of effective professional pilots through the development of professional flight instructors.

The University intends to have a cohort of 10 students in the first semester and will have optional paths to associate's and bachelor's degree completion in existing UCA programs of study. For all students continuing for an associate's or bachelor's degree, UCA will manage the major and general education courses. The contractor will manage the aviation courses that are a part of the certificate that can stand-alone or be nested within a degree completion program.

The contractor will be responsible for selecting course content and curriculum for the aviation courses in conjunction with the approved curriculum of the University. The contractor will need to provide the University's program faculty with adequate information on the students' progress in order for the University to determine a course grade for students enrolled in the aviation courses.

# **Flight Training Operations**

The following areas of flight training operations should be addressed by the offeror in the submitted proposal:

#### **Provision of Aircraft**

Awarded vendor is to provide aircraft capable of meeting UCA's class requirements. The awarded vendor shall supply a fleet of single engine training aircraft in sufficient number to meet the training requirements of the University. At least one aircraft must be certified for spin training.

All aircraft offered for use in the training programs are expected to be in clean, attractive, and "like-new" maintained condition.

#### **Aircraft Minimum Requirements**

At least 50 percent of the training aircraft will have been manufactured after January 1, 2005, as new or newer aircraft are preferred. The intent is to ensure the majority of the

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training fleet remains under 20 years old. Regardless of manufactured age, ALL aircraft must be airworthy as determined by FAA standards, and evidenced in maintenance records and logs.

1. At least 70 percent of the aircraft will qualify as technically advanced:

- a. Electronic Flight Instrument Display (EFIS)
- b. Moving-Map display

c. IFR approved GPS Navigator

d. Primary and Multi-Function Displays

e. TAA requires at least a 2 axis operational autopilot in addition to the above requirements.

NOTE: If at least 70 percent of the training fleet does not qualify as technically advanced, the contractor will furnish a proposed schedule for when the training fleet will be in compliance.

2. All aircraft will have the same paint scheme including the University of Central Arkansas school colors of purple and gray. Contractor will have 12 months to bring new acquisitions into compliance.

# 3. All aircraft must be equipped with:

- a. Equipment required by FAR 91.207
- b. Equipment required by FAR 91.215

c. Should meet 91.225 for ADS-B Out of operations in class C or B airspace. Little Rock would be primary airport for training at towered airports as required by Part 61. ADS-B IN will also be required except for spin certified aircraft.

d. Voice activated intercom with push to talk controls for all pilot seats and headset jacks for all seats.

e. Panel-mount GPS Navigation Radio (or more advanced avionics, if applicable). f. Heated pitot tube.

4. All single engine instrument trainers must be equipped with:

a. Dual communication radios

b. Dual navigation radios

c. ILS localizer and glide slope receiver. In addition to LS/LOC radios, it is preferred to have WAAS equipped GPS navigation for LP, LPV, LP+V, LNAV/VNAV, and LNAV+V approach capabilities.

A limited number (not more than 2) of older aircraft may be used for specific purposes (spin training, Flight Team competition, etc.) but should comply with the above requirements.

Each aircraft must be registered as a civil aircraft in the United States and maintained in a safe and airworthy condition as specified in FAA parts 91 and 43 Regulations. Each aircraft must be certified with a standard airworthiness certificate or a primary airworthiness certificate. Each aircraft must be maintained and inspected in accordance with the requirements under Subpart E of Federal Aviation Regulation (hereinafter FAR) Part 91. Each aircraft must have at least two pilot stations with engine-power controls that can be easily reached and operated in a normal manner from both pilot stations. Each aircraft, other than basic trainers, must be IFR capable.

All aircraft are to be equipped with voice activated intercom, with jacks for all seats and "push-to-talk" switches at both control positions. All aircraft should be IFR equipped for ease of scheduling. The vendor should be aware the University prefers to establish a homogenous fleet of aircraft for its program, in order to maintain the strictly standardized FAR Part 141 and Part 61 if applicable training format, as well as to help create a more efficient use of aircraft.

#### Aircraft Maintenance

#### 1. Condition of Aircraft

Aircraft must be maintained in new or like new condition. Interior and fixtures should not be faded, worn, torn or broken. Instrument panels should have a neat, organized appearance with minimal instrumentation and equipment differences between aircraft. As part of the vendor's proposal, a schedule for modifying aircraft to bring them into compliance with desired appearance and equipment criteria should be included.

#### 2. Maintenance Schedule

Vendor must address in their proposal how aircraft maintenance will be structured and performed to maximize airplane availability during peak daytime flying hours. The proposal should address the estimated number of aircraft maintenance personnel, line operations, scheduling and handling of routine inspections as well as major overhauls, including engine rebuilds. The offeror should also describe the system for handling aircraft discrepancies to include receiving pilot squawks, maintenance notification and return to service.

#### 3. Aircraft Utilization and Flight

Since this is a new program, no historical data on flight hours and aircraft utilization is available. Contractors are expected to submit a plan for managing the use of aircraft and corresponding flight hour schedules that provide adequate opportunities for the number of students anticipated and highest efficiency for the flight school contractor.

#### Facilities

All flight training and instruction for the University of Central Arkansas Aviation program will occur at the Conway Municipal Airport, which is owned and operated by the City of Conway, Arkansas.

The university will negotiate and lease facilities needed to provide instruction, storage and maintenance hangars at the Conway Airport through the City of Conway. The cost to lease hangar space and flight training facilities is the responsibility of the university.

# **Flight Instruction**

1. Selection of Instructors

All flight instruction will be done at the Conway Airport. It is expected that the graduates of the UCA Aviation program will be given first priority in the instructor selection process in future years. UCA reserves the right to review and approve the use of any instructor. Contractor is expected to maintain pertinent data (as mutually defined by UCA and Contractor) regarding the training and experience of all instructors that are hired. The Chief Flight instructor must have a bachelor's degree (Master's Degree preferred). All flight instructors must possess valid flight instructor certificate for the appropriate aircraft instructor meetings as required by FAR Part 141 training guidelines.

#### Syllabi

Contractor is expected to possess and follow FAA approved Part 141 training course outlines (TCO) and Part 61 if applicable flight training syllabi which meet the requirements of flight lab course requirements for flight lab instruction. Contractor will provide a summary of the flight times required by each course. Contractor will update and maintain the Part 141 and/or Part 61 if applicable training syllabi in coordination with UCA faculty. Training folders (paper or preferably electronic) will be maintained on all UCA Aviation students in Part 141 or Part 61 if applicable training for all phases of training. All appropriate flight training folders and associated materials will be managed, maintained, and stored by the contractor, but must be available for review and evaluation by UCA faculty involved in the Aviation program. All flight times will be conducted by the Contractor except:

a. Time acquired prior to course enrollment per the course catalog

b. Additional solo hours may be conducted in other aircraft available to the students with approval of UCA and Contractor.

#### **Simulators and Simulator Training**

The university in partnership with the Conway Airport will be expected to own (or have access to) and maintain flight simulators for the UCA flight-training program. At least one simulator must be capable of NIFA scoring and at least one flight simulator must be FAA approved. Contractor will be expected to manage the scheduling and instruction that takes place with these simulators, located at the airport, while the university and airport will be responsible for simulator maintenance.

#### **FAA Testing Center**

Contractor must propose in detail their process that will entail location, management, and financial aspects for a FAA testing center.

#### Scheduling

A system of scheduling flight training should be available that is readily accessible by the University. An internet-based aviation scheduling/training management program is preferred. This program should allow students to view the flight/simulator/ground training schedule over the internet. Under both the Part 141 and Part 61 if applicable flight training program, the Dispatcher will conduct/control flight training scheduling for students and instructors. In addition, UCA personnel will be allowed full access to

monitor student progress, aircraft utilization, etc. via this system.

#### Safety Issues

Contractor will work collaboratively with UCA aviation faculty to develop and maintain a Safety Management System (SMS). Because UCA does not do the flight training, the SMS will be the Contractor's SMS. The SMS should be structured according to FAA directives. Contractor will also provide flight following procedures; incident or accident immediate notification call list, follow-up procedures, and written report distribution detailing all information related to safety issues or FAA violations relating to UCA students. Contractor will establish an anonymous method of reporting possible safety violations or concerns. Student disciplinary procedures must be compatible with established UCA policy.

While the FAA has a specific definition of "incident", an incident under UCA training shall also include any deviation from UCA and Contractor approved safety policy or procedure.

UCA reserves the right to bring outside safety auditors to review the safety policies and procedures. In addition, safety issues that are not satisfactorily addressed may be grounds for terminating the contract.

# Administrative Functions of Operations

UCA expects the Contractor to maintain accurate and complete records regarding student's training progress in accordance with FAR Part 141 and or FAR Part 61 if applicable training requirements. Prospective contractors are expected to provide a description of their accounting practices in billing and collecting fees from customers for various flight-training services. In addition, they must demonstrate their ability to recruit, employ and compensate part-time instructors.

# **Promoting & Marketing the Aviation Program**

The contractor will be expected to play a role in the promotion, marketing and advertising of the UCA program. Promotion of the aviation program is in collaboration and conjunctions with UCA.

# Termination

UCA reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection of UCA and copies of policies must be submitted to UCA's authorized representative upon written request.

# Compensation

Contractor will be expected, as part of the proposal, to demonstrate the methodology and specifics of how instructors are to be compensated, including how the methodology accounts for the amount of flight training experience the instructor may have. The intent is for the program to use the position of flight instructor as a development phase in the process of becoming a private pilot and should not be regarded as a long-term position.

#### **Hourly Rate Structure**

Contractors must establish hourly flight time rates for all proposed aircraft. The Contractor will complete a Flight Training Cost Schedule (included in this RFP) using the proposed hourly rates multiplied by the number of required flight hours for each lab. In addition, annual rate adjustments shall be submitted to UCA by April 1 of each year to be applied August 1 of that year.

#### Fuel

The awarded contractor will work with the City of Conway and the Conway Airport on fueling. Fuel services will be provided by Airport Personnel in a manner as to minimize the disruption of the flight schedules of the students.

#### **INSTRUCTIONS TO OFFERORS**

#### Submission of Proposals

No later than June 13, 2023 at 10:00 a.m., CST, one original (marked "original") hard copy, seven (7) electronic copies on flash drives (clearly identified with company name and RFP number), and one (1) redacted flash drive copy of the proposal to be submitted to:

University of Central Arkansas Procurement Department 201 Donaghey Avenue Wingo Hall 113 Conway AR 72035

Addendum or amendments, if any, shall be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for the rejection of the proposal.

# COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY. DO NOT INCLUDE IN ELECTRONIC COPIES.

All proposals must be executed by an authorized officer of the proposer and must be held firm for acceptance for a minimum period of 90 days after the opening date. Addenda or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal. Acceptance of request for proposal issued by the Director of Procurement & Travel Services indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a responder with any agency or Director of Procurement and Travel Services, or an employee of the campus will be disregarded.

## Presentation

Proposers that submit responsive proposals, and receive the highest technical scores, will be designated as Finalists. Proposers selected for final evaluation may be required to make an oral presentation to the evaluation committee. The presentations will be scheduled after the Technical Proposal review process is completed. Such presentations provide an opportunity for Proposers to clarify their proposal and ensure mutual understanding. If necessary, the Director of Procurement will schedule time for any required presentations. Proposers are strictly limited to the time allotted and the topics provided by the University. Points will be deducted if presentations exceed the allotted time or deviate from the presentation topics defined by the University.

# **Rejection of Proposals**

This solicitation does not commit the University of Central Arkansas to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The institution reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University. Failure to furnish all information may disqualify a respondent.

#### **Contracting Condition**

The successful offeror and any entity or person directly or indirectly controlled by, under common control with, or controlling the offeror will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The contractor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee of the State and no other public official of the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in this contract or proposed contract.

#### **Term of the Contract**

The contract period for service begins on date of contract award with the option to renew in one or two year increments not to exceed a total of 7 years.

# **Public Opening of Proposals**

A public opening of all submitted proposals will be held on June 13, 2023 at 10:00 a.m. CST at the:

University of Central Arkansas Procurement Department 201 Donaghey Avenue Wingo Hall 113 Conway AR 72035

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS, MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-1 ET SEQ.

# **Contract Award and Signing**

Contract awarding and signing will be contingent upon the University of Central Arkansas receiving advice from approving authorities if necessary. The contract will be an incorporation of the contents of the RFP as well as negotiated terms and conditions.

#### **Proposal Evaluation**

The University of Central Arkansas Evaluation Committee and the Director of Procurement will evaluate all proposals to ensure all requirements are met. The University reserves the right to make single awards, multiple awards by any combination of services, or by category, whichever is in the best interest of the University of Central Arkansas.

#### **Protest of Award**

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Vice President of Finance. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244. Further details on protesting wards may be obtained by contacting the issuing Officer.

#### **Payment and Invoice Provisions**

All invoices shall be forwarded to the University of Central Arkansas Accounts Payable Department and must show an itemized list of charges by type of equipment, service, etc. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by UCA Contract Administrator.

# PROPOSED FORMAT-PREPARATION

To ensure that all Proposals are fairly evaluated, scored and ranked, it is very important that the Proposals are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your Proposal.

- 1. It is recommended that a 3-ring binder be used.
- 2. Include your company name and/or logo on the cover and spine.
- 3. The proposal should be submitted on  $8\frac{1}{2}$ " x 11" paper. You may utilize 11" x 17" foldouts for schedules, organizational charts, etc.
- 4. We request (not require) that you limit your Proposal to 50 pages or less excluding the Appendices.
- 5. Please use portrait orientation.
- 6. The sections should be separated by using divider tabs for easy reference. The tabs should be pre-numbered and/or include the section title.
- 7. Ensure all information is typewritten. Use either Arial or Calibri fonts. Colored fonts and highlighting may be used.
- 8. Duplex (2-sided) the pages to the fullest extent possible.

# **Selection Criteria and Site Visits**

a. Proposals shall be evaluated based on the requirements set forth in this RFP. Selection of the candidate will be at the discretion of the University and will be based on the proposal that the University deems to be the most responsive and responsible, and serves the best interests of the University.

b. Each proposal will be reviewed by an evaluation committee and scored using criteria and point values listed in Appendix E. The total maximum number of points available for each criterion is listed with the total maximum overall of 250 points.

c. UCA reserves the right to visit the premises of any flight provider who submits a Price Quote (Appendix C). It is expected that items not submitted with the Price Quote (for example, Policy and Procedures Manual, aircraft maintenance records, etc.) will be reviewed on site.

d. Selected candidates may be required to make on-site oral and visual presentations or demonstrations at the request of the University. The University will schedule the time and for any presentations. Costs and equipment for such presentations are the responsibility of the candidate.

e. Proposals will be reviewed by an evaluation committee and will be assessed based on the criteria set forth in this RFP.

f. Candidates not selected as finalist will be notified by email.

# TERMS AND CONDITIONS

1. **GENERAL:** Any Special Terms and Conditions included in the Invitation for Bids override these Standard Terms and Conditions. The Standard Terms and Conditions and any Special Terms and Conditions become a part of any contract entered into if any or all parts of the bid are accepted by the University of Central Arkansas, hereafter called University or UCA.

2. **ACCEPTANCE AND REJECTION:** The University of Central Arkansas reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informalities and minor technicalities and to award the bid to best serve the interest of the University and State of Arkansas. This Invitation for Bid does not in any way commit UCA to contract for the commodities/services listed herein.

3. **BID SUBMISSION:** Bids must be submitted to the Purchasing Department on this form with attachments, when appropriate, on or before the date and time specified for the bid opening. If this form is not used, the bid may be rejected. Each bid submitted must be properly identified with a minimum of Bid Number, Time and Date of Opening. The bid should be typed or printed in ink. Late bids will not be considered under any circumstances.

4. **SIGNATURE:** Failure to sign a bid will disqualify it. The person signing the bid should show title or authority to bind the firm in a contract. Signature means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data are changed, the electronic signature is invalidated.

5. **NO BID:** If not submitting a bid, the bidder should respond by returning the front page of this form, making it a No Bid, and explaining the reason. Individual bidders may be removed from the University's Bidders List by failure to respond three times in succession.

6. **PRICES:** Bid pricing on the unit price to include FOB destination to UCA. In cases of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty (30) days from the bid opening dates. "Discount from List" bids are not acceptable unless requested in the Invitation for Bid. Time or cash discounts will not be considered. Quantity discounts should be included in the price of the item.

7. **QUANTITIES:** Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on any "term" contract.

8. **BRAND NAME REFERENCES:** Unless specified "No Substitutes", any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than the referenced specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustration and complete description of the product(s) offered. If the bidder fails to submit such the bid can be rejected. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified. The University may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to the specifications or referenced data in the bid, he/she will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.

9. **GUARANTY:**All items shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidders hereby guarantee that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specifications, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function for which it was intended. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The bidder's obligations, under this paragraph, shall survive for a minimum of one year from the date of delivery, unless otherwise specified herein.

10. **SAMPLES:** Samples, or demonstrators, when requested, must be furnished free of expense to the University. If samples are not destroyed during the reasonable examination they will be returned to the bidder, if requested, within ten days following the complete examination of the item(s), at bidder's expense. Each sample should be marked with the bidder's name, address, bid number and item number.

11. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples, or demonstrators, submitted with the bid, or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

12. **AMENDMENTS:** The bid documents cannot be altered or amended after the bid opening except as permitted by regulation.

13. **TAXES AND TRADE DISCOUNTS:** List all taxes as a separate line item on the bid for commodities. However, for construction projects all taxes must be included in the total bid price. Trade discounts should be deducted from the unit price and the net price should be shown on the bid.

14. AWARD: Any contract, as the results of this Invitation for Bid, shall be awarded with reasonable promptness by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. The University reserves the right to award the item(s) listed on this Invitation for Bid "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the University, as deemed by the UCA Procurement Official. In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized in situations where time or economic considerations preclude re-solicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. NOTE: Firm Contract: A written University Purchase Order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract that requires the contractor to furnish the commodities or services as stated on the purchase order which will reference the original Invitation for Bid documents and number. Vendor is to immediately initiate action to comply with the requirements of the purchase order, which by reference will incorporate all the requirements contained in the original Invitation for Bid. Term Contracts: A Contract Award will be issued to the successful bidder. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action, at that time, by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment of commodities or the providing of service, related to a "term contract" is only authorized by the receipt of a University Purchase Order, by the Contractor, that will list the actual requirement, pricing, and delivery location and contract number.

15. **TERM OF CONTRACT:** The Invitation for Bid, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

16. **DELIVERY ON CONTRACTS:** The Invitation for Bid, Contract Award and/or Purchase Order will state the number of days to place a commodity, equipment and/or service in the designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The UCA Purchasing Department has the right to extend delivery if reasons appear valid. If the Contractor cannot meet the delivery date, the University reserves the right to procure the items elsewhere and any additional cost will be borne by the Contractor.

17. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without prior written approval of the UCA Purchasing Department. Delivery shall be made during the normal University work hours of 8:00 am to 4:30 pm CT, unless prior approval for other delivery time(s) has been obtained for the UCA Purchasing Department. Packing memoranda shall be enclosed with each shipment.

18. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery, or failure to meet the original specifications of the order will authorize the UCA Purchasing Department to cancel the contract, or any portion(s) of it, and procure the commodities,

equipment and/or services elsewhere and charge the full increase in expense, if any, to the defaulting contractor. Consistent failure to meet delivery dates/requirements may cause removal from the vendor listing or suspension of eligibility for any award.

19. **VARIATION IN QUANITY:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on University contracts.

20. **UNIVERSITY/STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other items furnished to the contractor in contemplation hereunder shall remain the property of the University/State, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.

21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the University harmless from all claims, damages and costs, including legal fees, arising from infringements of any patents or copyrights.

22. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) delivery and acceptance of the commodities or services, (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the University. Invoices must be sent to the University, Attn: Accounts Payable Department, as shown on the original contract or purchase order.

23. **ASSIGNMENT:** Any contract entered into pursuant to any contract issued by the University is not assignable nor the duties there under delegable by either party without the written consent of both parties of the original agreed upon contract.

24. **LACK OF FUNDS:** The University may cancel any contract to the extent funds are no longer legally available for expenditures under the contract. The University will return any delivered but unpaid for commodities in normal conditions to the contractor. If the University is unable to return the commodities in a normal condition, and there are no funds legally available to pay for the commodities, the contractor may file a claim with the Arkansas Claims Commission for the actual expense.

25. **DISCRIMINATION:** In order to comply with the provisions of Act 54 of 1977, as amended, relating to unfair employ practices, the bidder/contractor agrees as follows: (a) the bidder/contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, disability, or national origin; (b) in all solicitations or advertisements for employees, the bidder/contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability, or national origin; (c) the bidder/contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder/contractor to comply with the statute, rules and regulations promulgated there under and this

nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or part; (e) The bidder/contractor will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractors or vendor.

26. **ETHICS**: It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State of Arkansas contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. Any violation of this ethics statement can result in the cancellation of any contract with the University.

27. **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION:** Any contract or amendment to any contract, executed by the University of Central Arkansas which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of existing law. The attached Contract and Grant Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

28. **ANTITRUST:**As part of the consideration for entering into any contract pursuant to an Invitation for Bid, the bidder named on the Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the University/State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas for price fixing, which causes of action have accrued prior to the date of the assignment and which relates solely to the particular goods or services purchased or produced by this State pursuant to any resulting contract with this University.

29. **TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND

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WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;

- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

- Integrating into networks used to share communications among employees, program participants, and the public; and

- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013. As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not

prohibit the purchase or use of an information technology product that does not meet these standards.

30. **CANCELLATION FOR CAUSE:** Either party may cancel any contract or item award, for cause, by giving a thirty (30) day notice of intent to cancel. Cause for the University to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract, or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration, or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of a default or nonperformance. If a contract is cancelled due to a request for increases in pricing, or failure to perform, that contractor will be removed from the bidders/vendors list for a period up to twenty-four (24) months. Cause for the vendor to cancel a contract will include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the University.

31. **CANCELLATION FOR CONVENIENCE:** The University may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.

32. **ALTERATION OF ORIGINAL IFB/RFP DOCUMENT:** The original written or electronic language of the IFB/RFP shall not be changed or altered, except by approved written addendum issued by the UCA Purchasing Department. This does not eliminate a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in separate written or electronic, language in a manner that clearly explains the exception(s). If a vendor's/contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contractor's response may be declared as "non-responsible" and the response will not be considered.

33. **SOVEREIGN IMMUNITY:** Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including the University of Central Arkansas.

34. **EMPLOYMENT OF ILLEGAL IMMIGRANTS-CERTIFICATION BY BIDDER:** Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants(s) in its contract with the state. Bidders shall certify online at www.arkansas.gov/dfa/procurement. The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

35. **WORK FOR HIRE:** All goods, products, software or other items (collectively the "deliverables") under this agreement shall be and remain the exclusive property of UCA. All right, title and interest in such deliverables shall vest in, and be the property of, UCA. The parties agree that all deliverables shall, to the fullest extent

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permitted by law constitute "work for hire" under the U.S. copyright law, or any other law. Company shall retain its rights in its know-how, concepts, materials and information developed independently of this agreement. However, with regard to the deliverables paid for by UCA and produced under this agreement, UCA is hereby granted an exclusive, perpetual license (royalty-free) to use such deliverables in UCA's business. Company agrees to execute and deliver to UCA any and all instruments, documents or assignments to reflect the matters set forth in this paragraph.

#### RIDER

Any contract or agreement to which the University of Central Arkansas ("UCA") is a party shall be deemed to have the following provisions incorporated by reference:

(1) "Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature."

(2) "Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:

(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;

(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;

(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon.

UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.

Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA."

(3) "The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage."

# **EVALUATION CRITERIA**

The selection of a company to provide instructional support services will be based on the company's qualifications as presented in its proposal, overall price and cost to the University, the experience and success of the company in providing services and support to similar public sector clients and the company's ability to provide the services outlined in the Request for Proposal.

The proposal will be evaluated and awarded points based on the comparative formula of relative weighting as detailed below:

Criteria	Weight
Qualifications and Project Resources (E.01)	20 points
Ability to meet the desired specification as requested in the RFP (qualifications	
and experience).	
Safety Management Systems (SMS) and Company Safety Record (E.02)	20 points
Ability to provide a proven record of safety protocols for students and instructors.	
Proposed Solution/Scope of Work (E.03)	50 points
Methodology including technical approach, understanding of the project and ability	
to provide the requested service.	
Proposed Fleet of Aircraft (E.04)	20 points
Ability to provide the necessary fleet required to provide a successful program.	
Certification/ Training and Maintenance Experience (E.05)	20 points
Proven ability to provide certified maintenance staff	
Cost Proposal and Total Value to the University/Students (E.06)	50 points
(Total Proposed Lump Sum Package)	
The awarding of points will be determined by the following formula:	
$a/b \ge c = d$ (Dividing lowest price (a) by the next lowest price (b) and multiplying by	
the total points for cost (c) will equal the number of cost points awarded (d). The	
effect of the formula is to ensure that the lowest proposal receives the maximum	
number of points and each of the other proposals receive proportionately fewer	
points based on proposed bid price.	
Partnerships and Cooperative Agreements (E.07)	20 points
Indicate a willingness to collaborate with the University to develop a successful	
program.	
References (E.08)	15 points
Provide exceptional past client reviews.	
Finalist Site Visit/Interview (E.09)	35 points
Response to questions, overall project approach and presentation, remaining in allotted time frame.	
Total	250 points

# RFP UCA-23-049 Aviation Training and Management Services Appendix A AIRCRAFT LISTING

Proposer: \_\_\_\_\_

N- Number	Serial Number	Make	Model	Year	Airframe Total Time	Engine Time (Total/SMOH)	Equipment (VFR/IFR/Glass)	Hourly Rate

# RFP UCA-23-049 Aviation Training and Management Services Appendix B PRICE QUOTE SHEET

Proposer: \_\_\_\_\_

Course Number	Ground Hours/Cost per hour	FSTD Type Hours/Cost per hour	Aircraft Type Hours/Cost per hour	Aircraft Type Hours/Cost per hour	Training Materials	FFA Knowledge/ Practical Test	Total Course Cost	With Block Discount
							_	
					-			
					-			
					-			

List Additional Costs or Details on a Separate Sheet.

# RFP UCA-23-049

# Aviation Training and

#### Management Services

Appendix C

### PRICE QUOTE

Course Number	Ground Hours/Cost per hour	FSTD Type Hours/Cost per hour	Aircraft Type Hours/Cost per hour	Aircraft Type Hours/Cost per hour	Training Materials	FAA Knowledge/ Practical Test	Total Course Cost	With Block Discount
Aircraft or FSTD Type		FRASCA 141	Piper Sport	PA-28	СВТ			
ATF	12	7	5	3	CATO:	\$150	COCOT.	62002
1100L	\$45	\$120	\$195	\$220	\$450		\$3615	\$2892
ATF 2305L	-				2	\$450	\$2985	\$2388
ATF 2211L					12			
ATF 2403L			12	-	{			
ATF 2500				8	-			
ATF 2530			A	2				
ATF 2510			ST					

List Additional Costs or Details on a Separate Sheet.

# RFP UCA-23-049 Aviation Program Management Services Appendix D COMPLIANCE SURVEY

**D.1** COMPLIANCE AND ACCEPTANCE: The Proposer, by signing their Proposal certifies agreement with the terms of their Proposal and further certifies compliance with all terms, conditions, and guidelines stated in this RFP.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_

**D.2** PROVISION OF SERVICE: The Contractor shall use its best efforts, skills and abilities to perform, or cause all others employed or retained by it (including, without limitation, the Instructors) to perform the following services (collectively, the "Services") in accordance with the standards of care, diligence and professional skill consistent with recognized aviation industry practices, which Services shall comply with, satisfy and be subject to all applicable federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards (collectively, the "Applicable Laws"), including, but not limited to the applicable FAA regulations.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_

**D.3** AVIATION TRAINING & MANAGEMENT SERVICES: During all term(s) of this Agreement, the Contractor will provide flight training for the Students ("Flight Training") and develop ("Flight Courses) which may be amended by the agreement of both parties. The Contractor shall provide sufficient Instructors and Aircraft to enable completion of the specific types of Flight Training for each Student in accordance with the Flight Courses. All Flight Training provided by the Contractor shall follow Part 141 and Part 61 if applicable of the Federal Aviation Regulations, 14 CFR or any successor provision thereto.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

**D.4** FLIGHT TRAINING SCHEDULES & ADMINISTRATION OF COURSES: The Flight Training course syllabi provided by the Contractor shall be in accordance with FAA requirements and be coordinated with the University's Aviation Program Representative. Any significant departure from the syllabi by the Instructors must be coordinated with the University Aviation Program Representative and pre- approved in writing by the University. The Contractor shall permit the University Aviation Program Representative to coordinate the registration of Students for Flight Courses. The Contractor shall agree to provide weekly student flight training status reports, to include hours flown, stage completion status and exam results, unsatisfactory or incomplete lessons or lesson subtasks, remedial or extra instruction given, and instructor amplifying remarks and comments.

Agreed? \_\_\_\_Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

D.4.1 Contractor shall maintain a flight progress folder, including the number of each student's dual and solo flying hours completed. Only the following individuals are

allowed to inspect or request copies of this folder; the student involved, the contractor's flight instructor and chief flight instructor, the University's Aviation Program Representative, or the University Registrar.

Agreed? \_\_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

D.4.2 Contractor agrees that it will not assign during any term of this contract either its duties or rights under this agreement to any other person or corporation.

Agreed? \_\_\_\_\_ Yes \_\_\_\_\_ No If No, Explain \_\_\_\_\_

**D.5** COURSE OUTLINES AND CONTENT: Contractor shall provide each student with a course syllabus, including hourly lesson plans for each Flight Course offered on behalf of the University.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

**D.6** CONTRACTOR PERFORMANCE: The Contractor will ensure that each student has been briefed by the University's Aviation Program Representative PRIOR to initiating any action to enroll students in flight training.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

A. Contractor agrees to provide enough flight instructors and aircraft throughout any University term to allow timely completion of each student's training.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

B. Partnerships and Cooperative Agreements: The University prefers all possible internship and job placement opportunities for its pilot students. Proposers are encouraged to include a narrative, labeled as "Response to Appendix D.06 (B)" of what internships (employment with pay), other "on the-job-training," and job placement opportunities that will be made available by the flight training provider as appropriate for any or all fields of the aviation industry that pertain to the provider's operation.

Narrative Attached? Yes No If No, Explain

c. TO BE RESPONSIVE, Contractor shall partner with the University to approve the University's ground school courses on Appendix A under the Contractors FAA Part 141 and Part 61 if applicable certificate.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

D. TO BE RESPONSIVE, contractor shall collaborate with the University to incorporate the optional flight simulation devices listed in Section 4 into their Part 141 and or Part 61 if applicable Training Course Outline (TCO) and syllabi, to maximize the benefits of scenario-based flight simulation training.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

**D.7** INSTRUCTORS: The Contractor agrees and shall always ensure that the Instructors used to provide Flight Training hereunder will:

A. Hold a current and valid FAA Flight Instructor's Certificate and appropriate ratings as required and all other required qualifications listed herein.

Comply? \_\_\_Yes \_\_\_No If No, Explain \_\_\_\_\_

B. Have completed a standardization flight check within the preceding twelve-month period by the Contractor's chief pilot or other qualified person in accordance with Part 141 and Part 61 if applicable Flight School requirements.

Completed? \_\_\_\_Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

# **D.8** UNIVERSITY ACCESS TO CONTRACTOR'S

PREMISES/AIRCRAFT/EQUIPMENT/RECORDS PERTAINING TO the University's AVIATION PROGRAM: Contractor agrees that the University's Aviation Program Representative, State Auditor General's Office, and such other authorized personnel of the Board shall have scheduled access to the Contractor's premises, aircraft, equipment, and records utilized by the Contractor to confirm the quality of instruction, invoicing, and other matters relating to the Contractor's performance of the Services.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_

D.8.1 For the purposes of exercising due diligence and flight training program assessment, Contractor agrees that the University's Aviation Program Representative, and other qualified and designated University instructors, shall be permitted to periodically conduct "quality of instruction" monitoring and flight training student oversight via actual delivery of flight lessons and/or flight or ground lesson observation of students with his or her designated instructor.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_

**D.9** SALE OF EQUIPMENT/MATERIALS: The Board or its authorized representative reserve the right to approve all materials and ancillary equipment which the Contractor shall offer for sale to the Students and the price to be charged for such materials and equipment; provided, however, that the Board's approval shall not be unreasonably withheld so long as such prices are in conformity and not exceed the prices generally charged locally for such materials and equipment.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_

**D.10** AIRCRAFT & EQUIPMENT OPERATION: Contractor shall have the responsibility and duty to determine the way the Contractor's aircraft and equipment shall be operated during Flight School training and shall develop and distribute to each Student the Contractor's rules, operating procedures, and practices. The University agrees that its students shall observe and obey all orders which may be given by the contractor's instructors during the training period. The Contractor shall have the responsibility to recommend in writing to the University's Aviation Program

Representative dismissal of a particular Student from Flight Training for reasons of failure to demonstrate satisfactory performance in any phase of Flight Training or for reasons of failure to abide by the regulations distributed to each Student by the Contractor for Flight Training or operation of Aircraft or being financially delinquent. All sources of remediation should be investigated prior to recommendation to terminate flight training. Actual termination will only take place upon the agreement of the Contractor and the University's Aviation Program Representative.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_

**D.11** PROVISION OF AIRCRAFT: For purposes of conducting the flight Training hereunder, Contractor agrees to supply training aircraft appropriate for the training required as stipulated in Appendix A. The proposed types of aircraft for each Course are to be listed on the fixed price list pages in the area provided. The types and quantity of aircraft must be approved by the University's Aviation Program Representative. During the term of the contract, the Contractor may not change types and quantity of aircraft without written notification to the University.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

D.11.1 Contractor shall maintain the following minimum equipment in operational condition. Contractor agrees that its flight equipment shall:

- A. Maintain in an operative condition the minimum equipment for Day/Night VFR/IFR operations as appropriate, for the type of training being provided, in accordance with 14 CFR Part 91.205.
- B. Maintain the necessary equipment to operate in Class B, C, D, and E airspace.
- C. For commercial complex training, shall contain all the equipment listed in the Proposal and meet all FAR requirements for complex aircraft.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_

D.11. 2 Contractor agrees that throughout the Term of this Agreement, the Aircraft will be fully insured as defined herein required, fully certificated by the FAA, Federal Communication Commission (FCC), and will be operated in compliance with all applicable laws and applicable airworthiness directives, licenses, and registrations.

Agreed? \_\_\_\_\_ Yes \_\_\_\_\_ No If No, Explain \_\_\_\_\_

D.11.3 In addition, the Contractor will not use or permit the Aircraft:

A. To be operated or located in any area excluded from the coverage by the insurance required in accordance with the "Insurance Section" of this Proposal defined hereunder and

Agreed? \_\_\_\_\_Yes\_\_\_\_ No If No, Explain \_\_\_\_\_\_

To be used for Flight Training if the University's Aviation Program Representative has a reasonable doubt as to the Aircraft's material condition. Unacceptable aircraft material condition will be determined through visual inspection, logbook verification, or excessive outstanding discrepancies as determined by the University's Aviation Program Representative and Contractor's Director of Maintenance.

D.11.4 Contractor shall, at its sole cost and expense, furnish all fuel and oil, all maintenance, repairs, and major overhauls as set forth in the "Maintenance & Inspection Section" below and all other services to maintain the Aircraft in good operating condition as specified in all applicable FAR regulations.

Agreed? \_\_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_

D.12 MAINTENANCE & INSPECTION: Contractor agrees, at its sole cost and expense, to maintain, service, overhaul, repair, replace, inspect and test each Aircraft and each of its parts and components, including, without limitation, the engines, the airframes and the avionics and instruments in accordance with FAA-approved maintenance and inspection programs and in accordance with all other Applicable Laws, so as to keep the Aircraft and its parts and components in good operating condition and so as to maintain the airworthiness certificate of the Aircraft. In addition to the foregoing, the aircraft to be used for Instrument Flight Training shall be maintained in accordance with all Applicable Laws, including, without limitation, FAR Sections 91.411, 91.413 and 91.171 so that all instrument checks necessary for legal IFR flight are current and logged in as required thereby. The Contactor also agrees to maintain both the interior and exterior of the Aircraft in a neat, clean, and presentable condition. The Contractor shall have access to available certified maintenance and appropriate hangar facilities for engine and airframe maintenance and repair and be able to obtain certified avionics repair. Contractor shall perform all such maintenance and repair work in a professional and workmanlike manner consistent with industry standards and in strict conformance with Applicable Laws to keep the Aircraft in completely airworthy condition as required for use under this agreement. Contractor shall ensure that normal flight operation will not be excessively hindered due to maintenance problems and will make all such arrangements to see to such.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_

**D.13** AIRCRAFT AVAILIBILITY: If any aircraft identified in resultant agreement becomes or will become unavailable for a prolonged period (greater than seven calendar days), Contractor shall notify the University in writing and provide immediate access to a substitute aircraft that is at least of the same capability and at the same hourly rate to the student.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_

**D.14** STUDENT ACCOMMODATION: If any Aircraft is grounded for mechanical reasons during Flight Training instruction at a pre-approved training destination other than its home base, Contractor shall in addition to repairing the Aircraft, make

appropriate arrangements, to accommodate any Students who are required to remain overnight at the Contractor's cost.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

**D.15** STUDENT MEDICAL CERTIFICATION: Prior to the commencement of any Flight Courses, Contractor shall ensure that the Students have received an appropriate medical certificate issued by an FAA Medical Examiner. The Contractor shall not provide course instruction to any Student who has not received such certificate and provided a copy thereof to the Contractor. The Contractor shall maintain copies of all certificates for a period of one year after expiration of the Term. The failure to obtain the certificate shall be a material breach of this Agreement which, in addition to such other remedies to which the Board may be entitled, would entitle the Board to terminate this Agreement for cause.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

**D.16** PRICES: The prices quoted herein are valid for and will remain fixed and firm during the initial agreement period or until change in price due to changing equipment or significant fuel costs has been approved by the University in writing. If the Contractor proposes to make any changes in price, the Contractor shall submit the requested changes and justification for the changes to the University at least 60 calendar days prior to the beginning of the next academic term when the requested change would be effective. A written acknowledgement will be returned to the Contractor within fifteen (15) business days. The Contractor will be notified after the University's Board of Trustees has approved or disapproved the requested changes and the effective date of the change. The Contractor may not increase costs to University students (including the addition of a temporary fuel surcharge) until approval has been given in writing by amendment of the written agreement and is signed by both parties. Prices will remain fixed and firm during the length of a defined agreement term.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

**D.17** INVOICES: The Contractor shall submit to the University, invoices for ground and flight training completed with enrolled students. Those invoices will be validated by the University's Aviation Program Representative and submitted to the University's Bursar's office/Accounts payable department for payment. Both the Contractor and University Aviation Program Representative will track student's available funds. Contractor agrees to net 30 days payment terms after receipt of an accepted invoice to receive payment for services rendered via University check from the University's accounts payable department.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

**D.18** RECORDS AND REPORTS: Contractor shall prepare and maintain all records, logs, manuals, and other materials required by the FAA and any other applicable governmental authority having jurisdiction over the operation of the Aircraft to be maintained in respect of the Aircraft or any of its parts and components. In addition, Contractor shall keep and maintain accurate books and records relating to the

provision of any of the Services hereunder, including, without limitation, the Flight Training records for the Students. The State Auditor General, the Board or its authorized representatives shall have the right to inspect, copy and audit without cost all such books and records upon reasonable written notice during normal business hours.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain\_\_\_\_\_

**D.19** EMPLOYEE ADMINISTRATION: It is understood and agreed that the Contractor is thereby responsible for administrative employment taxes, providing workers compensation coverage, obtaining disability, liability and life and group health insurance, and providing for pension plan coverage as well as non-obligatory fringe benefit programs for its employees, where applicable.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

D.19.1 The Contractor agrees to hold the University harmless from direct out of pocket expenses of same which may result from the Contractor failure to withhold these taxes, failure to provide benefits for their employees, or failure to conduct itself in accordance with applicable State and Federal Law.

Agreed? \_\_\_\_\_ Yes \_\_\_\_ No If No, Explain

**D.20** FAMILIARITY WITH LAWS: All Proposers are required to comply with all federal, state, and local statutes, regulation, policy, and procedure controlling the action or operation of this Proposal. All references in this RFP to applicable laws shall be deemed to be references to all such federal, state, and local statutes, regulation, policy, and procedure as the same may be amended from time-to-time and any successor all federal, state, and local statutes, regulation, policy, and procedure of this Proposal.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

**D.21** LICENSING: Contractor will be responsible for obtaining and paying for all necessary licenses and permits and providing copies to the University Aviation Program Representative.

Agreed? \_\_\_Yes \_\_No If No, Explain \_\_\_\_\_

**D.22** INSURANCE REQUIRED:

A. During any term of this agreement, Contractor shall maintain in full force and effect, with underwriters licensed to do business in the State of Arkansas:

1. Aircraft Hull & Liability: Covering the Contractor's operation of all owned or nonowned aircraft with a limit of liability of no less than \$1 million dollars combined single limit per occurrence. Inclusive at least \$100,000 per passenger limit including providing evidence of insuring all aircraft used for training University students.

Agreed? \_\_\_\_\_ Yes \_\_\_\_\_ No If No, Explain\_\_\_\_\_\_

2. The policy providing aircraft liability coverage shall also include student and renter pilot liability, specifically covering the operation of the University students, with a Limit of Liability of no less than \$100,000 combined single limit per occurrence. No "per person" or "per passenger" sub- limits shall be accepted.

Agreed? \_\_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_

3. Comprehensive General Liability insurance including Airport premises Liability and Contractual Liability covering the Proposer's premises operations with a limit of liability of no less than \$1,000,000 combined single limit.

Agreed? \_\_\_\_\_ Yes \_\_\_\_ No If No, Explain

4. It shall be the responsibility of the Contractor to maintain Worker's Compensation Insurance as required by Arkansas Statutes.

Agreed? \_\_\_\_\_ Yes \_\_\_\_ No If No, Explain

5. Both the aircraft policy and the comprehensive general liability policy shall be endorsed to include the following:

a. That the University, its officers, directors, trustees, and employees are included as additional insured and granted a waiver of subrogation under all coverages. the University requires the following statement to be placed on the Liability Certificate of Insurance:
"The University, its officers, directors, trustees and employees are to be additionally insured as to the terms and agreements of this Proposal from date of commencement to six months after the date of completion."

Agreed? \_\_\_\_\_ Yes\_\_\_\_No If No, Explain

a. That as respect to the interests of the University, its officers, directors, trustees, and employees that the insurance coverages provided shall not be invalidated by any act or omission of the Contractor.

Agreed? \_\_\_\_\_ Yes\_\_\_\_No If No, Explain

b. That the hull insurance provided shall include a waiver of subrogation as respects to physical damage coverage shall be included in favor of students enrolled in the University flight training program(s).

Agreed? \_\_\_\_\_ Yes \_\_\_\_No If No, Explain\_\_

c. With this submittal the Contractor will provide a written statement from your insurer that if awarded this contract they will provide the University with a certificate of insurance confirming all coverages required in this Proposal and resulting agreement and providing that the coverages shall not be cancelled or
materially changed without the University first receiving 30 calendar days written notice prior to such cancellation, non-payment notification to Contractor of change.

Agreed? \_\_\_\_\_ Yes \_\_\_\_\_No If No, Explain \_\_\_\_\_

d. Policies shall be placed with an insurance company or companies and insurance agent or agency licensed to do business in the State of Arkansas.

Agreed? \_\_\_\_\_ Yes \_\_\_\_\_No If No, Explain \_\_\_\_\_

#### **B. ADDITIONAL STIPULATIONS:**

1. Contractor releases the University, its trustees, students, its officers, agents, and employees, from any and all claims and liabilities of any type whatsoever for damages to, loss of, or destruction of any property of the Contractor, its officers, agents, servants, and employees, and the property of any person, firm, corporation, or other party, and for injury to or death of students, Contractor's officers, agents, servants, and employees, and for injury to or death of any students furnished by the University and of any other person or persons which may now or hereafter arise out of or result from or be in any way connected, directly or indirectly, with said training or the performance of this appointment. The Contractor further agrees to indemnify and save and hold harmless the University, its officers, its students, agents and employees from and against any and all claims and liabilities of any type whatsoever and for damage to, loss of or destruction of any property of a person (including but not limited to, Contractor's officers, students, agents, servants, and employees), firm corporation and/or other party, and for injury to or death of any person or persons (including, but not limited to the students of the University and officers, agents, servants, and employees of the Appointee) which may arise out of or result from or be in any way connected, directly or indirectly, with Contractor's, its employees, agents and subcontractors performance of said training performance under this Agreement.

Agreed? Yes No If No, Explain

**D.23** PROTECTION OF PROPERTY: The successful Proposer shall always guard from damage or loss to the property of the University or its students or of other vendors or contractors and shall replace or repair at its cost any loss or damage unless such be caused solely by the University, its vendors, or sub- contractors. The University may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property caused through the negligence of Contractor, its employees, subcontractors, or agents.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

D.23.1 In the event of a reported pending weather disturbance, Contractor shall be solely responsible for protection of their own equipment/aircraft. The University will not be responsible for the evacuation or the security of Contractor equipment or aircraft during, or immediately on public notification via the media of a Hurricane or Tornado Warning. The University will not be responsible for any claims to Contractor equipment/aircraft.

Agreed? \_\_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

**D.24** REPRESENTATION & WARRANTIES OF THE CONTRACTOR: Contractor hereby represents and warrants to the University Board of Trustees the following, acknowledging that the Board is relying thereon in considering the Proposal and in executing any resultant contract, if any.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain

A. Contractor has all requisite power and authority to perform its obligations under this Proposal/Resultant Agreement and, upon execution and delivery of this Agreement by the parties hereto, this Agreement will constitute the legal, valid, and binding obligation of the Contractor, enforceable in accordance with its terms;

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

B. There are no suits or proceedings pending, or to the knowledge of the Contractor, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the Contractor or its Instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the Contractor or any of its Instructors to perform their obligations hereunder;

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

C. Contractor is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the Contractor;

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_

D. Contractor, the Instructors and all other persons and entities which will be used by the Contractor to provide the Services hereunder currently hold all permits, licenses, certificates, registrations, qualifications, and other authorizations, which are necessary to provide the Flight Training and Management Services:

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

E. Contractor has valid legal title or possessory interest to, or use of, the proposed Aircraft and the necessary flight equipment and airport facilities for performance of the Services, and operates or uses and inspects and maintains the Aircraft and such equipment and facilities in full compliance with all Applicable Laws, including, without limitation and with respect to the Aircraft, FAR Sections 91.411, 91.413 and 91.171.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

F. The information contained in the Contractor's most recent annual financial statement furnished with this Proposal is true and correct as of the date of such statement, has been certified by a public accountant, and contains no material omissions of fact relating to the financial condition of the Contractor.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_

**D.25** SOVERREIGN IMMUNITY: Nothing in this RFP shall be construed or interpreted to be a waiver of the University's sovereign immunity as set forth in § 19-10-305, Arkansas Statutes, as amended, or of any other Constitutional, statutory, common law, or other protections afforded the University. Proposer agrees that the University's liability is limited to the extent permitted by the Arkansas Statute § 19-10-305 or any amendments thereto.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_

**D.26** INDEMNIFICATION: Contractor shall indemnify and hold harmless the University and its agents and employees from and against all claims, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss, or expense that (1) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of the Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or anyone to whose acts any of them may be liable, regardless of whether or not it is caused in part by the University, its agents, employees, or other student or volunteer associated with the University. In any and all claims against the University or any of its agents or employees by the Contractor, any employee of the Contractor, any Subcontractor of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of the foregoing may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation acts, disability benefit acts, or other employee benefit acts.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_

**D.27** PROVISION OF STUDENT LISTS AND INFORMATION: The University through its authorized Aviation Program Representative, agrees to provide to the Contractor at the beginning of each University term a list of the Students registered for Flight Training courses to be taught by the Contractor as soon as such lists are available from the University Registrar. In addition, the University shall make available to the Contractor the services of the University's Aviation Program Representative to review Flight Course reports and other records relating in any way to the Contractor's provision of Flight Training, to respond to any reasonable requests for information or to resolve any problems or issues arising from the Contractor's performance of the Service.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_

D.27.1 The University and the Contractor agree to confer concerning the scheduling of Flight Training and optional Simulator Training and to arrange an overall schedule that will be established between the student and the Contractor; however, the University reserves the right to require that said scheduling will conform to the overall University schedule.

Agreed? \_\_\_\_ Yes \_\_\_\_ No If No, Explain \_\_\_\_\_

D.27.2 PAYMENT: During the term of this Agreement, the University shall pay the Contractor, by University check or ACH, for the performance of the Services hereunder based on completed deliverables dates set forth in the (PRICE LIST) section. Payment shall be made by the University's authorized representative within 30 calendar days following receipt of the accepted invoices and the supporting documentation references in (INVOICES) hereof. The prices set forth in the (PRICE LIST) section shall not be subject to adjustment once a University term has commenced. The prices shall be subject to adjustment, at the University's sole option and prior to the start of a new University term, only if the Contractor provides written notice of such request for adjustment at least 60 calendar days prior to the commencement of the next University term. Said written notice shall include adequate substantiating documentation demonstrating to the University's reasonable satisfaction that there exist circumstances beyond the Contractor's reasonable control which justify such adjustment, (i.e., significant increases in aviation gasoline costs beyond the rates defined in this Proposal or changes in Applicable Laws).

Agreed? \_\_\_\_\_ Yes \_\_\_\_\_ No If No, Explain\_\_\_\_\_

### RFP UCA-23-049 Aviation Training and Management Services Appendix E PROVIDER INFORMATION AND BACKGROUND SURVEY

To be considered responsive, proposers shall respond to all interrogatories in this section. Proposers have the option to respond in a separate document, for areas requiring supplemental information beyond the areas allowed in the proposal document, using the numbering protocols and headings established in this section. The University evaluation committee will evaluate responsive written proposals submitted. Failure to include a definitive response as to how you propose to meet all the proposal non-responsive. It is the University's intent to negotiate with the top ranked proposer a satisfactory contract, as deemed in the University's best interest. If satisfactory contract(s) cannot be negotiated, negotiations will be formally terminated. The University then would begin negotiations with the next ranked proposer until satisfactory contract(s) can be negotiated and entered into. Listed below is this proposal evaluation criteria matrix sheet the committee will utilize to evaluate your proposal

## E.01 Company Qualifications (0-20 points)

The committee evaluation will include reference to your company's past experience and current FAA 141 and 61 if applicable certification of past experience. The committee will assign 0 - 20 points to proposers based on the degree of their past related experience and qualifications.

E.01.1 Name of Proposer: \_\_\_\_\_

E.01.2 Address/Airport(s) currently operating out of:

E.01.3 Year your business started providing FAA flight training at the above location(s)?

Note: To be responsive, proposer shall have been providing FAA certified flight training for at least two (2) full years.

E.01.4 Name of person completing RFP.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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E.01.5 Proposer's Owner:
Name:
Address: E.01.6 Primary Contact Person
Name:
Address:
Phone Number:
Email address:
E.01.7 Have you previously partnered with other Universities for flight training and management?
Yes No
If so, please describe briefly here the University's name and additionally complete #E.01.11 below.
E.01.8 Briefly, how did the University/University aviation staff and faculty participate in the collaborative delivery and evaluation of flight, ground, and simulator training?

E.01.9 Define below any similar flight school contracts lost/not renewed over the past 10 years including the contact name and phone number.

Client	Contact Person	Phone Number	Year Contract Lost
		( )	
		( )	
		( )	
		( )	

E.01.10 How many certified flight instructors (CFI) and flight school staff /administrative employees does your company have?

CFIs: In Arkansas? \_\_\_\_\_

In the USA?

Staff/Administrative Employees: In Arkansas?

In the USA?

E.01.11 What are the locations where you currently manage similar flight school services?

E.01.12 If awarded, how quickly could you begin to provide the defined services? It is the University's intent to recommend to its Board award of contract in the August 2023 timeframe, with a proposed start date in the Fall 2024 timeframe.

\_\_\_\_\_ Weeks after award of contract?

E.01.13 Describe below your current insurance coverage carried by your company, including limits and in detail your agreement to meet the University's insurance requirements defined herein.

E.01.14 Does the Proposer currently have a certificate issued under 14 CFR Part 141 and 14 CFR Part 61 if applicable?

 Part 141
 Yes \_\_\_\_\_
 No \_\_\_\_\_

 Part 61
 Yes \_\_\_\_\_
 No \_\_\_\_\_

If yes to either question, discuss time held, number of renewals, etc.

E.01.15 Do your currently utilize a Commercial Off-The-Shelf (COTS) curriculum for flight and ground training, or is your curricula of your own design? COTS \_\_\_\_\_ Proprietary curricula \_\_\_\_\_ If COTS, specify the publisher and titles of all current curricula

Note: The University will request to review your training curricula during the site visit phase of the review process. There is no need to submit your training curricula for review with this RFP.

E.01.16 Notate below what airplane and other categories of training are included on your current certificate?

Private	
Commercial	
Instrument	
Multi	
CFI	
CFII	
MEI	
ATP	
Other, Gliders, Gyroplane, etc.	

E.01.17 Proposer's Principal Operations Inspector (POI)

Name: \_\_\_\_\_

Address:

Phone: \_\_\_\_\_

E.01.18 Does the Proposer have self-examining authority? If so, please briefly provide details below.

E.01.19 Does the proposer have relationships established with companies, specifically for placing graduates in pilot positions? Yes \_\_\_\_\_No \_\_\_\_\_

If so, please briefly provide details below.

E.01.20 How many students are currently enrolled in and have recently graduated from your flight school?

	Location A		Locat	tion B	Location C	
	Enrolled?	Graduated in 2022?	Enrolled?	Graduated in 2022?	Enrolled?	Graduated in 2022?
Private						
Commercial						
Instrument						
Multi						
CFI						
CFII						
MEI						
ATP						
Other						

E.01.21 Provide recent history of the last 10 Private Pilot student completions in the table below similar to the sample table provided below. Sample:

Name(Actual student name is optional)	Hours to Solo	Hours at Checkride	Pass on 1st Attempt (Y/N)	Pass on 2nd Attempt (Y/N)	Pass on 3rd Attempt (Y/N)
Student A	18	54	N	Y	
Student B	12	42	Y		

Name	Hours to Solo	Hours at Checkride	Pass on 1st Attempt (Y/N)	Pass on 2nd Attempt (Y/N)	Pass on 3rd Attempt (Y/N)

E.01.22 Briefly describe below what financial assistance and counseling services are available to your flight school's students?

E.01.25 Is your flight school currently accredited?

Yes \_\_\_\_\_ No \_\_ If so, please describe below.

E.01.23 Have you included your company's most recent annual financial statement, which has been audited and certified by a Certified Public Accountant?

Yes\_\_\_ No \_\_\_\_

Note: Failure to provide with your proposal a CPA audited annual financial statement may adversely affect the evaluation of your proposal.

# **E.02 Safety Management Systems (SMS) and Company Safety Record (**0-20 points)

The committee will evaluate your proposal as it relates to the incorporation of discrete systems and processes that ensure standardization of flight instruction, adherence to school's policies and procedures, protocols for students and instructors internal reporting of violations and initiating corrective measures, conformity to all FAA regulations and requirements for operations and maintenance, etc. The committee will assign 0 - 20 points to proposers based on their responses to the questions in this section.

E.02.1 Briefly describe below your flight school's comprehensive Safety Management System (SMS) and culture.

E.02.2 Briefly describe below any incidents/accidents/mishaps the Proposer has experienced in the past 10 years?

E.02.3 If the proposer has experienced any accidents, provide below the NTSB accident numbers.

E.02.4 Has the	e Proposer been involved with any FAA-issued flight violations or
enforcement a	ctions?
Yes	No

lf "Yes," explain

E.02.5 If the proposer has a record of any prior instructor or student flight violations, did certificate action or civil penalties or criminal actions result?

Yes\_\_\_\_\_ No \_\_\_\_\_

If "Yes," explain

**E.03 Proposed Solution/Scope of Work** (0 - 50 Points)The committee will evaluate your proposal as it relates to the solicited solutions to partner with the University to provide flight training and management services and assign evaluation points as to the degree of your proposal meeting or exceeding the proposal preferred requirements as defined herein.

E.03.1 The University requires that the flight training and management contractor be colocated with the program at the Conway Municipal Airport at Cantrell Field as this is a key component in creating and maintaining a successful collegiate flight training and private pilot program of study, due to importance of integrating ground, flight, and simulator instruction.

A. How do you propose basing and operating your training aircraft and personnel in order to successfully integrate with the University?

B. Describe below your concept and timeline for implementation at Conway Municipal Airport at Cantrell Field:

E.03.2 The awarded contractor shall agree to:

A. Establish/maintain during all terms of this contract an FAA-approved flight school under Part 141 or Part 61 if applicable if both are required.

Agreed? \_\_\_\_Yes \_\_\_\_ No

B. Provide Flight Training Equipment such that:

1. The quantity of aircraft is sufficient to fly approximately 2500 flight hours and to train approximately 10 students each year, at contract inception.

Agreed? \_\_\_\_ Yes \_\_\_\_ No

2. The University Aviation Program Representative is to be notified when any aircraft is down for a prolonged period of time (>7 calendar days), causing a suspension of flight training, and shall present to the University Aviation Program Representative written plan of action when equipment is unavailable for extended periods (>7 calendar days).

Agreed? \_\_\_\_Yes \_\_\_\_No

3. University staff shall be afforded access to Contractor status board, log books, and student records as scheduled.

Agreed? \_\_\_\_ Yes \_\_\_\_ No

E.03.3 The University may collaborate with the awarded contractor for joint marketing of the program. Describe below your current marketing strategy, and how you would envision adapting that strategy towards collaboratively marketing with the University.

A. Do you agree to obtain the written approval of the University's Marketing and Communications Department before any publication is published that contains the University's name or logo?

Agreed? \_\_\_\_Yes \_\_\_\_No

E.03.4 If other than your own employees will be providing services under this contract, list below any such entities which will be acting as subcontractors for:

Aircraft Maintenance:

Instruction:

Other: \_\_\_\_\_

E.03.4.1 Describe below the experience and qualifications of any proposed subcontractors.

E.03.5 Describe below your proposed maintenance operation.

#### E.04 Proposed Fleet of Aircraft (0-20 points)

The evaluation committee will review responsive proposals submitted and assign evaluation points based upon how the proposed fleet makeup aligns with the University's concept for integration of ground school, flight training and management services, and scenario-based simulation. E.04.1 Proposed training fleet. List each aircraft the proposer proposes to operate in support of the University's contract. Provide in a separate document submitted with your proposal submittal, a Table with the following information: N-number, Year, Make, Model, TTAF, Owned/Leased, Avionics Suite (See example table below) Note: Due to desired stability of flight training fleet, owned aircraft are preferred over leased.

N- Number	Year	Make	Model	<b>TTAF</b> (total time on airframe)	Owned/Leased	Avionics Package (brief description of most significant features and capabilities)
N123AB	1985	Cessna	172P	9500	Owned	Example: GNS430, KAP- 140, Dual VOR/ILS, (details at proposer's discretion)

E.04.2 Note: The University's intent is to contact (as part of the proposal for finalists) each aircraft owner who is leasing back any airplane to the flight school to gain information about the company's performance under the terms of the leaseback contract.

Note below the Name and telephone number of aircraft owners who are leasing planes back to the flight school:

Name	Phone #	Aircraft	

## E.05 Staff FAA Certification/Training/Maintenance Experience (0-20 points)

The evaluation committee will review responsive proposals submitted and evidence provided that demonstrates the formal educational experience and past employment experience of your proposed flight school instructional and maintenance staff. The committee will assign up to 20 points based on their qualifications, certifications, and the degree of related experience.

E.05.1 Does the I	Proposer directly	employ A & P	Mechanics?	Yes	No
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If so, provide below the number and qualifications for each mechanic:

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lt is inst	preferred that you ructors working wit	rs. e trained, FAA certi r flight school mana h the University be d and labeled as "F	ger, chief instruidentified in you	uctor, an ur propos	d assistan sal and a ទ	short
Plea	ase identify below:					
Sch	ool Manager:					
Chi	ef Instructor:					
As	sistant Chief Instru	ctor (s):				_
	Bios/Resumes	attached?	Yes	No		_
	"Resp and e minim Seal, (years percer	actors shall define onse to Appendix E nvisioned to be p um, the name, qual etc.) and related we , months) with schoo ntage of successful pelow.)	.05.2 (B)" for ea roviding service ifications (CFII, ork experience, ol, total flight tim	ach instru es unde MEI, Cl , Univers ne, numb	uctor curre er this con nief, Asst. sity degree er of stude	ently on staff ntract, at a Chief, Gold e, total time ents trained,
ime	Qualifications an Related Work Experience	nd University Degree	#Years/ Months with School	Total Flight Time	Total Students Trained	% Successful Practical Test on First Attempt
hn Q. /er	CFII, MEI, Gold Seal, ASA chec airman,	B.S. Aviation k Management Embry-Riddle	t,	900	5	80%

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**E.06 Cost Proposal and Total Value to the University/Students** (0-50 points) The evaluation committee will review responsive proposals submitted and the proposed lump sum costs for each defined course, including flight hours, briefing time, and all pilot kit items listed in the provided worksheets. The committee will develop an analytical model to evaluate the total value to the University of your proposal assigning up to 50 points to the proposal that provides the highest total value to the University.

E.06.1 Total proposed lump sum package cost to provide all flight training services.

For E.06.2 Table A, use the included Price Quote Worksheet, Appendix C to this proposal to determine the total lump sum package costs and complete the provided tables below as appropriate. One Worksheet will need to be completed for each level of fuel pricing.

Include the completed worksheets as part of your proposal labeled as "Response to Appendix E.06.1".

Table A for Custom Curriculum should be used to provide lump sum costs for the proposer's proprietary flight training solution. Additionally, proposers should provide their own version of the Price Quote Worksheet, Appendix C "Example" to this proposal to detail their courses.

Table A - Proposed Curricula	Total Price at Contractor' s Current Rates*	Total UCA Price at \$4.00- \$5.00/gallon for Avgas**	Total UCA Price at \$5.01- \$6.00/gallon for Avgas**	Total UCA Price at \$6.01- \$7.00/gallon for Avgas**	Total Flight Kits or Other Required Items Cost***
Contractor Class 1 Name	\$	\$	\$	\$	\$
Contractor Class 2 Name	\$	\$	\$	\$	\$
Contractor Class 3 Name	\$	\$	\$	\$	\$

E.06.2

Contractor Class 4 Name	\$ \$	\$ \$	\$
Contractor Class 5 Name	\$ \$	\$ \$	\$
Continue as needed	\$ \$	\$ \$	\$

\* This column should reflect Contractor's current delivery of their curricula.

\*\* These columns should reflect any discounts provided to the University under this proposal, including tax exemptions, volume discounts, any other voluntary discounts, etc.

E.06.2.1 \*\*\*Define below what specific items are included in the proposed total Flight Kits or other required items cost. (i.e., flight plotters, headsets, etc.)

E.06.4 Cost per hour for additional hours of use of designated flight school airplanes. Students requiring additional hours of flight training beyond the minimum hours defined above shall contract directly with the Flight Training Provider at rates per hour not to exceed those defined in

contractor's proposal, which shall be attached as "Response to Appendix E.06.4", or using the Aircraft Listing Worksheet, Appendix A.

Attached? Yes \_\_\_\_ No \_\_\_\_ If No, Explain

**E.07 Partnerships and Cooperative Agreements** (0-20 points) The evaluation committee will evaluate responsive proposals on the degree that they indicate strong partnerships with the University and industry partners for the purpose of helping to place/employ graduates of the program. The evaluation committee will also assess the degree that responsive proposals indicate willingness to cooperate with the University on the successful development of ground, flight, and simulator instruction. Up to 20 points will be assigned to proposals providing the highest total partnership and cooperative agreement value.

E.07.1 Describe below your organization's past experience and present or proposed partnerships within the industry that will help place University program graduates into commercial pilot positions (certified flight instructor, cargo pilot, regional airline pilot, etc.)

E.07.2 Describe below how you will provide students opportunities for cooperative education such as paid internships, employment of graduates of your flight training program as certified flight instructors, employment of commercial pilot graduates or in the organization's Part 135 charter operation, etc.

E.07.3 Would you be willing, or do you already have protocols in place within your FAA-approved Part 141 and Part 61 if applicable Training Course Outline (TCO), to incorporate the University's delivery of Private, Instrument, Commercial, and CFI ground school courses into your program's overall structure?

\_\_Yes \_\_No

If yes, describe below how you have implemented such integration, or would propose to do so if awarded this contract including defining a proposal timeline.

#### E.08 References

(0- 15 points)

The evaluation committee will review references to quantify and qualify the level of service provided to past clients. The committee will assign up to 15 points for exceptional references.

08.1 Proposers shall list below 3 organizational references for whom you have provided flight training services, such as those proposed in this proposal: (See example below) Sample:

Client	Contact Name	Phone #	# Years of Contractual Relationship
ABC University	John Smith, Aviation Programs Manager	(501) 555-5555	3

Client	Contact Name	Phone #	# Years of Contractual Relationship

E.08.2 Proposers shall list below 3 student references for whom you have provided flight training, and who have completed courses of instruction, resulting in FAA certification (Private, Instrument, Commercial, CFI, etc.).

Student Name	Telephone Number	Year and Type Training Received

#### E.09 Proposal Finalist Site Visit/Interview

(0-35 points)

The evaluation committee reserves the right to schedule proposer site visits and conduct interviews of all finalists including inspection of proposed aircraft and facilities. The committee will assign up to 35 points based upon the perceived overall quality of the applicant's operation, interviews, and the perceived overall commitment to meeting or exceeding the proposal requirements.

This form must be completed and returned with your proposal.

## Signature Certification Sheet

Description: Aviation Program Management Services Issue Date: April 12, 2023 Bid Opening Time: 10:00 a.m. CST Proposal Number: UCA-23-049 Opening Date: June 13, 2023 Buyer: Cassandra McCuien-Smith

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE UNIVERSITY OF CENTRAL ARKANSAS PURCHASE OFFICE.

Company Name:	
Name (Type or Print):	
Title:	
Address:	
Telephone Number:	
E-Mail Address:	

## FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:

Federal Employer Identification Number or Social Security Number:

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. THIS PAGE MUST BE SIGNED. IF UNSIGNED IT WILL NOT BE CONSIDERED.

Signature:

#### **RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION**

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503\* If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity: University of Central Arkansas

Contractor/Vendor name:

Contractor Signature:

Date:

Public Entity" means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

# **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** <u>Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.</u>

UBCONTRACTOR: SUBO	CONTRACTO	OR NAME:					
AXPAYER ID NAME:			IS THIS FOR:		🗌 Ser	vices? 🔲 Both?	
OUR LAST NAME:			FIRST NAME:			M.I.:	
DDRESS:							
ITY:			STATE:		ZIP CODE:	COUM	NTRY:
						<u> DNTRACT, LEASE, PURCHASE AGREEM</u> NFORMATION MUST BE DISCLOSED:	<u>ENT.</u>
						UALS*	
dicate below if: you, your spouse c tate Employee:	or the broth	ner, sister,	parent, or child of you or your spouse	<i>is</i> a current	or former:	member of the General Assembly, Constitutional Officer, Sta	ate Board or Commission Member, c
Position Held	Ма	rk (√)	Name of Position of Job Held [senator, representative, name of	For Ho	w Long?	What is the person(s) name and how are the [i.e., Jane Q. Public, spouse, John Q. Publi	
r conton riola	Current	Former	board/ commission, data entry, etc.]	From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							
None of the above applies							
			FOR A VE	NDO	R (1	3 U S I N E S S ) *	
pard or Commission Member, State	Employee	e, or the s		of a membe	r of the Gen	est of 10% or greater in the entity: member of the General / eral Assembly, Constitutional Officer, State Board or Commi	
	Ma	rk (√)	Name of Position of Job Held	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or his/her position of control?	
Position Held	Current	Former	[senator, representative, name of board/commission, data entry, etc.]	From MM/YY	To MM/YY	Person's Name(s)	OwnershipPosition ofInterest (%)Control
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							
None of the above applies							

## **Contract and Grant Disclosure and Certification Form**

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.							
Signature		Title	Date				
Vendor Contact Person		_Title	Phone No				
1.1.1 <i>Agency use only</i> Agency Agency NumberName	Agency Contact Person	Contact Phone No	Contract or Grant No				