On-Going Maintenance and Repair of University Owned Aircraft

March 23, 2010

A VASCUPP Member Institution
Issued by
Procurement Services
Charlottesville, Virginia
A. GENERAL INFORMATION

Request for Proposal (RFP) Name: On-Going Maintenance and Repair of University Owned Aircraft

RFP Number: #FF032310

Issue Date: March 23, 2010

Brief Description: The University of Virginia (the “University”) is seeking a qualified firm to perform maintenance on the University owned Citation Bravo.

Preproposal Questions: All questions concerning this RFP must be sent to the buyer listed below no later than 3:00 p.m. (EST) on Wednesday, March 31, 2010 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: 3:00 p.m. (EST) on Thursday, April 15, 2010
Firms will send one original copy its proposal(s) to the address listed in the contact information box below. Additionally, firms will also send a complete electronic version of its proposal(s), formatted in Microsoft Word, to the email address listed in the contact information box below. The University reserves the right to reject proposals received after the stated due date and time.

Negotiations: Negotiations, if needed, will be held (via e-mail) starting the week of May 3, 2010.

Expected Award Date: July 1, 2010

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: Frank F. Fountain
Phone: 434-982-3092
Email: fff3x@virginia.edu

NOTE 1: If RFP proposal is sent U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.

This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: [http://www.procurement.virginia.edu/pagerfp](http://www.procurement.virginia.edu/pagerfp). It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement Services web site: [http://www.procurement.virginia.edu](http://www.procurement.virginia.edu).
For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

**B. SCOPE OF GOODS & SERVICES**

The University and its Department of Parking and Transportation (“P&T”) seeks a qualified firm to provide scheduled maintenance for the University’s 2000 Cessna Citation Bravo Model 550, Registration Tail #N800VA, Serial Number 956 (the “Aircraft”). The Aircraft has, as of February 3, 2010, 2159.8 flight hours on the airframe and both engines. There are 2115 cycles on both engines, and the University flies the Aircraft between 175 and 320 hours annually.

The University seeks a firm to supply maintenance and services, to include all needed parts and equipment, for all the Aircraft manufacturer’s required maintenance phases [a description of which are included in Chapter 5 of the Cessna Citation Bravo Model 550 Maintenance Manual]; along with any other “as needed” maintenance and service (collectively referred to as the “Goods and Services”). Maintenance phases 1, 2, 3 and 4 are done concurrently with phase 5 separately. All other maintenance phases will be grouped together, as determined by the University’s Chief Pilot, and will be completed in a timely manner with length of aircraft downtime being an important factor.

Additional highly preferred factors of any potential Selected Firm:
- Cessna-authorized service provider that is also an active on-going participate in a formal Citation training program;
- Employees of the Selected Firm who will be performing the maintenance on the Aircraft must have completed all formal training required of the United States Department of Transportation, Federal Aviation Administration (“FAA”), and this training must have been completed via an FAA approved training program. This will include, at a minimum, an FAA Airframe and Powerplant (“A&P”) Certificate;
- The Selected Firm will follow all replacement part parameters detailed by the Aircraft’s manufacturer and the FAA; and
- An operating schedule to include availability seven days a week – 24 hours a day.

**C. BASIS OF SELECTION**

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's relevant experience, qualifications and success in providing the Goods and Services outlined in this RFP, along with the quality of the proposed product line offered to the University;
2. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
3. The firm's financial proposal including but not limited to discounts, sponsorship offerings, service charges and other charges;
4. The contractual terms which would govern the relationship between the University and the Selected Firm; and
5. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm’s plan for utilization of SWAM businesses. For more information about SWAM and the University’s SWAM plan, please see the letter at Attachment 1 and refer to the following site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf

Note 1: A 10% minimum weight will be given to this criterion in evaluating proposals.

Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu.

D. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offerors lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following information:

1. A brief history of the firm and its experience, qualifications and success in providing the type of product requested.
2. A detailed description and the full specifications of the proposed service/products to be provided. Each firm will indicate in their proposal the firm’s ability to achieve / comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail their proposed change(s) and how the proposed change would compare to the listed specification. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.
3. The estimated ship date of the product from the time of the order (i.e., 10 weeks after order)
4. Information on the warranty associated with the product the firm is proposing and any extended warranty (include the price) that might be available.
5. The firm’s proposed price / fee for providing the Goods and Services, to include shipping charges (the University’s shipping terms are FOB Destination).
6. At least three references where similar goods and/or services have been provided. Include the name of the firm / organization, the complete mailing address, and the name of the contact person and their telephone number.
7. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.
8. Provide a list of institutions of higher education with which the firm has signed a term contract.
9. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at http://www.vcu.edu/procurement/coopcon.htm
10. Complete and return the information requested in Attachment 2, Firm Information.
Virginia Freedom of Information Act
Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

E. TERMS AND CONDITIONS
This solicitation and any subsequent award are subject to:

- The Selected Firm registering as a vendor with the University of Virginia. [https://www.procurement.virginia.edu/pagevendorregistrationform]

- Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

- The Selected Firm registering and accepting eVA Terms and Conditions prior to award: [http://www.eva.virginia.gov/]


  Note: Unless a firm expressly and specifically states its exception to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.


- Formation of the Agreement with the Selected Firm
  All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly
qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

F. OTHER INFORMATION

Additional Preferred Contractual Provisions:

1. Insurance
   Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

   Comprehensive Commercial General Liability:
   The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $2,000,000 per occurrence and a $5,000,000 aggregate limit, with coverage for the following:
   {X} Premises/Operations {X} Products/Completed Operations
   {X} Contractual {X} Independent Contractors
   {X} Personal Injury {X} Aviation maintenance & repair
   {X} Additional Insured*

   Automobile Insurance:
   The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with the following coverages for vehicles operated by their employees.
   {X} Any Automobile

*Additional Insured:
The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."
2. Term of Agreement
The term of a resulting Agreement or Purchase Order will be for five years, with the ability to renew on the same terms and conditions, for two additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

3. Product Acceptance
“Product Acceptance” will encompass testing and observation of the fully functional and operational product. The University’s Contract Administrator will determine if the product specifications have been met, shortly after installation and integration of the product. Any included warranty will begin as of the date of Product Acceptance. In the event that the University does not accept the product, the University may elect to require the Selected Firm to provide a replacement product or terminate the Agreement.

The University’s Contract Administrator will be the sole representative of the University and will have sole authority to act on the University’s behalf with regard to Product Acceptance; however, that in the event of a dispute regarding any material aspect of Product Acceptance unable to be resolved by the University’s Contract Administrator, then the procedures in the Procedure for Resolution of Contractual Claims will be followed.

4. Future Goods and Services
The University reserves the right to have the Selected Firm provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

5. Confidentiality
All firms responding to this RFP represent and confirm that the contents of the firm’s proposal(s) and any resulting Agreement are not confidential and will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

6. Account Manager
The Selected Firm agrees to provide a named individual (“Account Manager”) to implement, perform, and manage provision of the Goods and Services. The University must approve the appointment of the Account Manager prior to execution of any Agreement with the Selected Firm. The Account Manager will be the University’s primary contact, although the Account Manager will be assisted by other members of the Selected Firm’s staff in completing key activities.

In the event that the Account Manager (or any other individual responsible for the University’s account) is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner (as solely determined by the University); the Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and Services to the University. The University reserves the right to approve the replacement, or to cancel any resulting Agreement. If the University accepts a proposed replacement, the replacement will provide the Goods and Services at rates no higher than previously agreed and in accordance with all terms and conditions specified in the resulting agreement.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women-and minority-owned (SWAM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have been less effective in securing long-term business relationships with minority-and women-owned businesses. We are determined to improve our record.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer

LWS:dr
## Full Legal Name

*(Company name as it appears with your Federal Taxpayer Number):*

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<th>Address:</th>
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### SWAM Information:

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<th>Is your firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE):</th>
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<td>[ ] Yes  [ ] No</td>
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<th>Minority-Owned Business:</th>
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### Point of Contact for this Proposal:

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