



Administered by University of Maine System  
Office of Strategic Procurement  
Request for Proposal (RFP)

University of Maine Football Fall 2016 Team  
Charters  
RFP# 48-16

**Proposal Deadline Date:** March 18, 2016

**Submit To:**

Email: [james.m.gilmore@maine.edu](mailto:james.m.gilmore@maine.edu)

**Proposal Contact Information:**

Strategic Sourcing Manager: Jim Gilmore  
Email: [james.m.gilmore@maine.edu](mailto:james.m.gilmore@maine.edu) Phone: (207) 581-2678

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# SECTION 1

## 1.0 General Information

### 1.1 Purpose

The University of Maine is seeking proposals to provide Air Charters for the football team as defined in this RFP document. This document provides instructions for submitting proposals, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Bidder(s).

Bidders should review Section 2 of this RFP to see the full Scope of Services/Products required.

Though this RFP is for the Orono campus all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

### 1.2 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

### 1.3 Eligibility to Submit Proposals

1.3.1 Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit proposals in response to this Request for Proposal.

### 1.4 Evaluation Criteria

Proposals will be evaluated on criteria deemed to be in the University's best interest, including but not limited to:

Criteria	Maximum Possible Points
1. Cost	45
2. Customer service and support	35
3. Familiarity with the University Athletic department	20

No Best and Final Offers: The University will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

## 1.5 Communication with the University

It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood by March 4, 2016. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP by March 11, 2016. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php)

It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to:

**Email: [james.m.gilmore@maine.edu](mailto:james.m.gilmore@maine.edu)**  
**Attention: Jim Gilmore**

## 1.6 Award

Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that/those bidder(s). While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award contract(s) to one or multiple vendors, which may include awards to bidders for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Bid or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

## 1.7 Award Protest

Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

## 1.8 Confidentiality

The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

## 1.9 Costs of Preparation

Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

## 1.10 Debarment

Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

## 1.11 Proposal Understanding

By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

## 1.12 Proposal Validity

Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.

## 1.13 Non-Responsive Proposals

The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.

## 1.14 Proposal Submission

Please email submission as a PDF attachment to: [james.m.gilmore@maine.edu](mailto:james.m.gilmore@maine.edu).

### Timeline of Key Events

Issue Date	February 26
Inquires Deadline	March 4
University Response to Inquiries	March 11
Bid Deadline	March 18
Estimated Award Announcement	March 25

#### 1.15 Authorization

Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

#### 1.16 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the contract(s) resulting from this RFP, if it is deemed to be beneficial for the University to do so.

## SECTION 2

### 2.0 Scope of Work

#### UNIVERSITY OF TOLEDO

Depart Friday, Sept. 9 - Bangor, ME to Toledo, OH

Return Saturday, Sept. 10 - Toledo, OH to Bangor, ME

#### UNIVERSITY OF DELAWARE

Depart Friday, Oct. 7 - Bangor, ME to Newark, DE

Return Saturday, Oct. 8 - Newark, DE to Bangor, ME

#### COLLEGE OF WILLIAM AND MARY

Depart Friday, Oct. 28 - Bangor, ME to Richmond, VA

Return Saturday, Oct. 29 - Richmond, VA to Bangor, ME

#### STONY BROOK UNIVERSITY

Depart Friday, Nov. 11 - Bangor, ME to Long Island, NY

Return Saturday, Nov. 12 - Long Island, NY to Bangor, ME

#### **Additional Terms:**

1. There will be **ABSOLUTELY NO CHANGES IN THE LANDING LOCATIONS OR DEPARTURE ARRIVAL TIMES REQUESTED**. Please do not quote alternative landing locations.
2. Include all taxes and fees associated with each trip based on 120 passengers.
3. List the aircraft being quoted as well as the carrier, (if applicable) for each flight or leg of flight.
4. Include estimated burn rate for the quoted aircraft, as well as flight time for each leg of the specified trip (**Including ferry leg**).
5. Include any payment requirements in quote (deposit, prepay, etc.)
6. One (1) aircraft only. There shall be no splitting of the group on commuter-size aircraft.



## **SECTION 3**

### **3.0 General Terms and Conditions**

#### **3.1 Contract Administration**

The University of Maine Director of Athletics, Karlton Creech, or designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.

#### **3.2 Contract Documents**

The Contract entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Bidder's proposal, including all appendices or attachments, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.

#### **3.3 Contract Modification and Amendment**

The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.

#### **3.4 Contract Term**

The Contract term shall be for a period of three years commencing upon the completion of implementation and acceptance by the University. With mutual written agreement of the parties this Contract may be extended for two additional one year periods. The University will consider other contract terms at its discretion if proposed and in the best interest of the University.

#### **3.5 Contract Quantities**

The quantities shown on the cost proposal form are approximate only. The contractor shall cover the actual needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown.

#### **3.6 Contract Data**

The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data.

### 3.7 Contract Validity

In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.

### 3.8 Non-Waiver of Defaults

Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.

### 3.9 Cancellation/Termination

If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seventy-two (72) hours the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

### 3.10 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

### 3.11 Clarification of Responsibilities

If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.

### 3.12 Litigation

This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.

### 3.13 Assignment

Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.

### 3.14 Equal Opportunity

In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.

### 3.15 Independent Contractor

Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.

### 3.16 Gramm Leach Bliley (GLB) Act (Confidentiality of Information)

The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

### 3.17 Payments

Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

### 3.18 Indemnification

The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

### 3.19 Contractor's Liability Insurance

During the term of this agreement, the Contractor shall maintain the following insurance:

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

The **University of Maine System** shall be named as Additional Insured on the Commercial General Liability insurance and as additional insured and certificate holder.

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

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

**University of Maine System  
Risk Manager  
16 Central Street  
Bangor, Maine 04401**

### 3.20 Sexual Harassment

The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice.

### 3.21 Smoking Policy

The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

The University of Southern Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

### 3.22 Pricing:

All prices quoted shall remain firm for the entire term of the agreement.

## SECTION 4

### 4.0 Proposal Submission Requirements

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the proposal being disqualified as non-responsive or receiving a reduced score. The University and its evaluation team for this RFP have sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Re-phrasing of the content provided in this RFP will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

#### 4.1 Format

- 4.1.1 All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
- 4.1.2 Bidders are asked to be brief and to respond to each question and instruction listed in the "Submission Requirements" section of this RFP. Number each response in the proposal to correspond to the relevant question or instruction this document.
- 4.1.3 The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Any material exceeding the bid limit will not be considered in rating the bid and will not be returned. Bidders shall not include brochures or other promotional material with their bid. Additional materials will not be considered part of the bid and will not be evaluated.

- 4.1.4 Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.
- 4.1.5 Bidders must complete and submit the bid cover page provided in **Appendix A** of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the bid. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The bid cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- 4.1.6 It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
- 4.1.7 **Content Format**  
The proposal shall be submitted under the same cover at the same time, in the two (2) distinct sections noted below:

**Section I Organization Qualifications and Experience**

1. Appendix A – University of Maine System Bid Cover Page and table of contents.
2. Provide responses for each requirement in Section 5:
  - a. 5.1 Organizational Qualifications and Experience
  - b. 5.3 References
3. Attach a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See 2.16 Contractor's Liability Insurance.
4. Attach a Form W-9 or Form W-8 if you are a foreign person, or complete document provided in Rider B-2 of the University of Maine, Contract for Services

**Section II Cost Proposal**

1. Provide responses for each requirement in Section 5:

## SECTION 5

### 5.0 Organizational Qualifications, Experience, Financial Stability, References & Costs

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

#### 5.1 Organizational Qualifications and Experience

- 5.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years.
- 5.1.2 Provide a statement of your organization's definition of customer service and its ability to provide support to your customers.
- 5.1.3 Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 5.1.4 Describe your experience offering air charters for Athletic teams and how your company can meet the requirements of this group. Provide a client list that includes any and all higher education client and the Athletic teams involved.

#### 5.2 Financial Stability

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



### 5.3 References

Provide an active client list as well as at least two (2) current professional references who may be contacted for verification of the bidder's professional qualifications to meet the requirements set forth herein. We will request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with vendor for less than one year). We strongly prefer clients from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

### 5.4 Cost Proposal

#### 5.4.1 General Instructions:

- 5.4.1.1 The Bidder must submit a cost proposal that covers the entire period of the contract, including any optional renewal periods. Please use the expected contract start date of July 1, 2016 and an end date of July 1, 2017 in preparing this section.
- 5.4.1.2 The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.
- 5.4.1.3 Failure to provide the requested information and to follow the required cost proposal format provided in Appendix B may result in the exclusion of the proposal from consideration, at the discretion of the University.
- 5.4.1.4 No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the University may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

## SECTION 6

### 6.0 Contract for Services Requirements

- 6.1 The winning Bidder must enter into a formal University of Maine System Contract for Services, which is attached to this proposal, **University of Maine System, Contract for Services**. The award will be one (1).

As part of the proposal response each Bidder is required to provide as part of their proposal submission the following:

6.1.1

Sign the Agreement signifying acceptance of the terms and conditions, Riders, the RFP and the Bidder's proposal, including all appendices or attachments, are incorporated in the final Agreement.

## SECTION 7

### 7.0 List of Appendices and Related Documents

This section lists documents which are included in the RFP.

- 7.1 Appendix A – University of Maine System Proposal Cover Page

- 7.2 Appendix B – Cost Proposal Form

## Appendix A – University of Maine System Proposal Cover Page

**RFP # 48-16**  
**University of Maine Football Fall 2016 Team Charters**

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's quote.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

*To the best of my knowledge all information provided in the enclosed quote, both programmatic and financial, is complete and accurate at the time of submission.*

---

 Authorized Signature

---

 Date

---

 Name and Title (Typed)

Appendix B - Cost Proposal Form

**University of Maine System  
COST PROPOSAL FORM**

**RFP # 48-16  
University of Maine Football Fall 2016 Team Charters**

Bidder's Organization Name:

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<b>BGR to Toledo, OH 09/09/2016</b>					
<b>Vendor</b>	<b>Aircraft</b>	<b>Seating</b>	<b>Cost</b>	<b>Fuel Base</b>	<b>Burn rate</b>

<b>BGR to Newark, DE 10/07/2015</b>					
<b>Vendor</b>	<b>Aircraft</b>	<b>Seating</b>	<b>Cost</b>	<b>Fuel Base</b>	<b>Burn rate</b>

<b>BGR to Richmond, VA 10/28/2016</b>					
<b>Vendor</b>	<b>Aircraft</b>	<b>Seating</b>	<b>Cost</b>	<b>Fuel Base</b>	<b>Burn rate</b>

<b>BGR to Long Island, NY 11/11/2016</b>					
<b>Vendor</b>	<b>Aircraft</b>	<b>Seating</b>	<b>Cost</b>	<b>Fuel Base</b>	<b>Burn rate</b>