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## INTRODUCTION

The State of Vermont, acting through the Agency of Transportation (VTrans), is issuing a Request for Qualifications (RFQ) to perform the duties of Fixed Base Operator (FBO) at the William H. Morse State Airport (DDH), located in Bennington, Vermont.

William H. Morse State Airport is situated on 100 acres in the Town of Bennington (population 15,737) in southeastern Bennington County (population 36,659), approximately three miles west of Downtown Bennington. DDH is located approximately 55 miles south of Rutland and 38 miles east of Albany, NY. The airport is located off State Route 9. Route 9 is an east-west connector between Hampshire to the east and New York to the west. Vermont Route 7, located east of the airport, provides north-south access through the town.

## PROPOSED SCHEDULE

The following is an anticipated scheduled of events concerning the RFQ process:

<u>Activity</u>	<u>Dates</u>
Distribution of the RFQ	March 6, 2015
Pre-Response Site Visit (optional)	Upon Request
Letter of intent to submit a proposal (mandatory)	Open For Submission
Deadlines for Submittal of Questions	Open For Submission
RFQ Response Deadline	Open For Submission
Evaluation by Committee	Within 10 business days of RFQ Response
Notification of Award of RFQ	Within 5 business days of Evaluation by Committee
Finalize Negotiated Contract	Within 5 business days of Notification of RFQ Award
Commence FBO Services	First business week following the Finalized Negotiated Contract

## AIRPORT OVERVIEW AND AVAILABLE FBO FACILITIES

William H. Morse State Airport is categorized as a general aviation (local service) airport with approximately 5,000 annual operations and 37 based aircraft. Airside facilities

include Runway 13-31, a 3,704 foot by 75 foot asphalt runway, Runway 13-31 is equipped with a Precision Approach Path Indicator (PAPI) and Runway End Indicator Lights (REILs). DDH has one published non-precision instrument approaches to Runway 13. The airport also maintains an Automated Weather Observing System (AWOS) to provide weather information at DDH. The Airport Layout Plan for DDH is enclosed as Appendix I.

Fueling facilities at DDH include two 5,000 gallon tanks providing Jet-A and 100 Low Lead (100LL/Avgas). The fueling facilities incorporate a self-service fueling system and fuel is available to aircraft operators 24 hours per day, 7 days per week. Fuel flows at DDH has varied over the past several years, however, the airport has historically sold approximately 14,000 gallons of 100LL and 4,000 gallons of Jet-A on an annual basis.

The RFQ provides for an excellent opportunity for FBOs interested in providing service in Southeastern Vermont and the Central New England region. The facilities that would be available for lease by the successful FBO include portions of the following:

- **Terminal**

The Terminal is a two-story structure containing approximately 2,000 square feet. Within the terminal, 500 square feet of flight school/office/sales space will be provided. Other public-use amenities within the Terminal include a pilot lounge, conference room, restrooms, and a display case for selling goods.

- **Aircraft Maintenance Hangar**

The Aircraft Maintenance Hangar contains 5,240 square feet and is located west of the Terminal Building.

- **Jet-A & 100LL Fuel Facilities**

Conditional use of the existing 5,000 gallon Jet-A and 5,000 gallon 100LL fuel facility will be provided.

- **Aircraft Tie-Downs**

Conditional use of **up to** 32 tie-down spaces for the short and long-term parking of aircraft on the apron southeast of the terminal.

## **REQUIRED SERVICES AND PROPOSED TERMS**

VTrans is soliciting competitive written proposals. VTrans intends to select one (1) Consultant to perform these services and will enter into two agreements, an FBO Agreement and a Lease of Airport Facilities, with the selected Consultant/Firm that will expire on a date to be determined within the Finalized Negotiate Contract. The available airport facilities for the selected Consultant/Firm will include those mentioned in the previous section, including portions of the terminal, the aircraft maintenance hangar, State Hangar #2, the Jet-A and 100LL fuel facilities, and up to 32 tie-down spaces. The lease of all facilities is not required of the selected Consultant/FBO, and the exact facilities will be identified during the lease negotiation process.

A complete listing of the minimum services required for a Full Service Fixed Based Operator is identified within Section V of the Minimum Standards for Commercial Aeronautical Activities on Vermont State Owned Airports” (“Minimum Standards”) (Attachment B). These services have been incorporated into the Scope of Work (Attachment A). All actions and work completed will be accomplished in accordance with the Scope of Work, the Procedures for Selecting Contractors and for Specifications for Contractor Services, including Customary Contract Provisions, as revised December 2008 (Attachment C), and General Conditions for State-Owned Airports – Fixed-Base Operators (FBO), as revised July 2009 (Attachment D). Priority will be given to Consultant/FBOs who can provide these services; consideration will be given to Consultants/FBOs who can only provide some of these services.

## **PROPOSAL REQUIREMENTS**

In order to be considered responsible to this RFQ, each proposal shall conform to the following requirements:

### 1) Technical Proposal

- a. Submit five (5) copies of the Technical Proposal in a sealed envelope or package.
- b. The Technical Proposal shall incorporate identification information necessary to provide sufficient background information regarding the Consultant/Firm as detailed below in Items I – V. Priority will be given to proposals that address all elements, however, a Proposal that only addresses portions of the minimum services will be considered.
  - I. Name, address, e-mail, telephone, fax number, and state of incorporation (if applicable).

- II. Full Name, Address, and Title of each officer of the Consultant/Firm's business. If a corporation, include the same for all board members.
  - III. A written resume clearly setting forth the qualifications in terms of demonstrated experience, organization, and similar factors of involvement at other locations.
  - IV. A list of a minimum of three (3) references, including names and telephone numbers for similar previous experience.
  - V. A list of a minimum of three (3) references, including names and telephone numbers, for financial and business experience.
- c. The Technical Proposal shall address the evaluation criteria set forth in this RFQ. **Include a detailed description of the Consultant/Firm's understanding of the Scope of Work (Attachment A), and the Consultant/Firm's understanding of the Minimum Standards.** In addition, detail the Consultant/Firm's capabilities to perform the work listed below in Items I – VII, where Items I-VI are required services, and services within Item VII are strongly desired:
- I. **Aircraft Ground Services and Support:** Describe in detail your plan to provide basic line services eight (8) hours per day over seven (7) days per week, such as meeting and greeting aircraft, chocking, deicing, ground power unit, preheat, etc. Describe your anticipated hours of operation and the methods that will be utilized to provide service during off-hours when demanded? In addition, describe in detail your firm's standards for customer service with corporate and business aircraft such as ground transportation, to include rental cars, catering, and fulfilling other demands as requested by airport users.
  - II. **Tie-Down and Hangar Storage:** Describe in detail your tie-down and hangar storage plan for both itinerant and local general aviation aircraft. This should include a proposed rate schedule for overnight, monthly and annual tie-downs and hangar storage.
  - III. **Fuel Sales:** Describe in detail your plan to safely provide for the 24 hour and 7 day per week sale of Jet-A and 100LL fuel, oils, and lubricants of kinds customarily sole to general aviation aircraft

users. In addition, provide a detailed plan on how your business will stay competitive and to increase fuel sales each calendar year.

- IV. **Flight Instruction:** Describe in detail your Flight Instruction resources available, such as Certified Flight Instructors, Instrument Instructors, Multi-Engine Instructors, and Designated Pilot Examiners, and how you plan to utilize these resources. Describe your ability and plan to advertise and conduct aeronautical ground schools and flight instruction.
- V. **Aircraft Rental:** Describe in detail your plan to provide aircraft rental to the flying public and flying students. Specifically, what type and how many aircraft will your FBO have available. In addition, describe the capability of each aircraft (i.e., IFR, High Performance, Complex, Floats, etc.).
- VI. **Aircraft Maintenance Services:** Describe in detail your aircraft maintenance resources, such as Airframe and Power plant (A&P), and Inspection Authorization (IA) and how you plan to utilize these resources. Describe in detail your experience and ability to maintain adequate inventory of the necessary aircraft parts and accessories to maintain, repair, and service general aviation aircraft. Describe your ability and plan to advertise and expand your maintenance facility.
- VII. **Other Services to be Provided:** The State **STRONGLY** desires the operator to provide addition services, including:
  - 1. Aviation Radio Repair
  - 2. Aircraft Propeller Repair
  - 3. Repair of Aircraft Instruments and Accessories
  - 4. Aircraft Paint Shop
  - 5. Aircraft Upholstery Shop
  - 6. Aircraft Restoring and Refinishing Shop
  - 7. On-Demand Aircraft Charter
  - 8. Aircraft Sales

Preference may be given to an operator that offers any or all of the services listed above.

- d. All pages within the Technical Proposal shall be numbered consecutively.

## 2) **Required** Financial Information

- a. Please submit one (1) sealed envelope or package containing:
  - I. One (1) completed **VTrans Form AF38** (Revised June 2011) for the Prime Consultant/Firm.
  - II. One (1) copy of the **Financial Information** for the Prime Consultant/Firm, as detailed in Section III of the Minimum Standards (Attachment B) and as required to complete Sections One and Two of VTrans Form AF38 (Revised June 2011).
- b. Provide with this submittal a copy of the required overhead and **Financial Information** as specified in VTrans Form AF38 (Revised June 2011), attached hereto as Attachment E. For this submittal, the Prime Consultant/Firm shall complete **Sections One and Two** of VTrans Form AF38 (Revised June 2011).
- c. **Financial Information** will be required for each sub-consultant prior to the sub-consultant performing any work on assignments under this contract. A completed VTrans Form AF38 (Revised June 2011), at the level commensurate with the amount of work to be performed by the sub-consultant, must be submitted, reviewed, and accepted by VTrans before any work is performed by the sub-consultant.
- d. The **Financial Information** for the consultant and each sub-consultant shall be current for each firm's fiscal year ending within 18 months of the date the proposal is due.

### 3) **Required** Submission Information

- a. All responses are open for submission until a selection is made.
- b. **Clearly** indicate the following on the outside of each of the two (2) sealed envelopes or packages containing the Technical Proposals and Financial Information
  - I. Name and Address of the Prime Consultant/Firm
  - II. Date and time of submission (3/6/2015 – 01:00pm) example
  - III. Envelope Contents (i.e., Technical Proposal or Financial Information)"
  - IV. "DDH FBO"

c. Responses should be submitted to:

**State Aeronautics Administrator  
Vermont Agency of Transportation  
Aeronautics Program  
One National Life Drive  
Montpelier, Vermont 05633-5001**

## **EVALUATION CRITERIA**

The Technical Proposal will be evaluated considering the following weighted criteria:

<b><u>Criteria</u></b>	<b><u>Points</u></b>
Understanding of Scope of Work and the Minimum Standards	15
Response to Section 1c, Items I – VI (Required Services)	40
Response to Section 1c, Item VII (Other Services)	10
Qualifications, Demonstrated Experience, and References	20
Financial Capability and Resources	15

The **Technical Proposal** will be discussed and ranked.

VTrans reserves the right to seek clarification of any proposal submitted and to select the proposal considered to best promote the public interest.

**IF ANY OF THE ABOVE REQUIREMENTS ARE NOT FULLY MET, THE PROPOSAL MAY STILL BE CONSIDERED,**

VTrans reserves the right to request and consider the opinions of any State and/or Federal Agency relative to the qualifications, capability, and performance of any consulting firms and/or sub-consultants identified in responses to requests for proposals.

## **QUESTIONS**

All questions related to this RFQ shall be forwarded to Christopher Beitzel, State Airport Manager, in writing to 1002 Airport road North Clarendon, VT 05759 or via e-mail to [christopher.beitzel@state.vt.us](mailto:christopher.beitzel@state.vt.us). Questions must be received no later than February 5, 2015. Questions and answers will be provided to all proposal holders. Communication with other VTrans personnel in regards to this RFQ is prohibited.

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MINIMUM STANDARDS  
FOR COMMERCIAL AERONAUTICAL ACTIVITIES  
ON VERMONT STATE OWNED AIRPORTS  
EFFECTIVE DATE: JANUARY 1, 2015

## AIRPORT VISIT (OPTIONAL)

All interested parties and potential Consultants/Firms may attend an optional site visit to review the details of the Airport and ask any questions required. The optional site visit will occur **upon request**. VTrans reserves the right to provide answers to any questions in writing and to provide those answers to any and all interested parties.

## LETTER OF INTENT (MANDATORY)

All interested parties and potential Consultants/Firms shall provide a letter of intent indicating they intend to submit a proposal. Letter of Intent shall be forwarded to Christopher Beitzel, State Airport Manager, in writing to 1002 Airport road North Clarendon, VT 05759 or via e-mail to [christopher.beitzel@state.vt.us](mailto:christopher.beitzel@state.vt.us).

## CONTRACT REQUIREMENTS

The Consultant/Firm awarded this contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101. The telephone number is (802) 828-2386. VTrans **will NOT execute a contract** until the consultant is registered with the Secretary of State's Office. You may check the status of your registration at [www.sec.state.vt.us/seek/corpseek.htm](http://www.sec.state.vt.us/seek/corpseek.htm).

The Consultant/Firm awarded this contract shall procure and maintain, during the term of the agreement, insurance of the types and minimum limits set forth as determined by VTrans and outlined in the written agreement between VTrans and the Consultant/Firm. Insurance requirements for the selected Consultant/Firm are further detailed in the Minimum Standards, Section IV (Attachment B). Such insurance shall show on their face that the Consultant/Firm is a named insured and must include the State of Vermont, its officers, agents, employee and volunteers as "Additional Insured" under its policies and must be endorsed to the applicable policy.

If any consultant is aggrieved by the proposed award of the contract, the consultant may appeal in writing to the Chief of Contract Administration, One National Life Drive, Montpelier, Vermont 05633-5001. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice to award the contract.

All proposals become the property of VTrans upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the proposer. VTrans reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to

cancel this RFQ in part or in its entirety if it is in the best interests of VTrans. This solicitation of proposals in no way obligates VTrans to award a contract.

## ATTACHMENT A

### SCOPE OF WORK – FULL SERVICE FIXED BASE OPERATOR

#### The Manager

The Fixed-Base Operator (FBO) shall be appointed by the State of Vermont (State) as the resident Airport manager.

#### Job Summary

The FBO shall at all times take such action as may be necessary for the handling, policing, protection and safeguarding of the public while present at the airport and to regulate vehicular and pedestrian traffic on the airport.

The FBO may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary in the interest of safety, subject to review of such action by the State.

The FBO shall, as necessary, perform the listed duties and responsibilities in a timely manner to ensure the safe, smooth and efficient operation of the airport.

All the work performed in this agreement shall be in accordance with the definitions and requirements of a “Full Service Fixed Base Operator” as specified in the most current version of “Minimum Standards for Commercial Aeronautical Activities on Vermont State Owned Airports”, attached hereto.

#### Duties, Responsibilities, and Required Services:

1. To report to the Federal Aviation Administration (FAA) Atlanta Operations Center, Atlanta, GA, at (866) 432-2622 and to the State Aviation Operations Manager (AOM) at (802) 786-8881, any maintenance issues regarding FAA owned property and equipment.
2. To report to the AOM, Aviation Maintenance Worker (AMW), or their designated alternates, any maintenance issues regarding State owned property and equipment, including runways, taxiways, lighting and ramp areas.
3. Sale of aviation gasoline, fuel, oils and lubricants of kinds customarily sold to general aviation aircraft users. Maintain 24-hour fuel availability, accept fuel deliveries, conducts daily fuel testing and inspections and maintain fuel logs of all

fuel systems in accordance with the State Fueling Manual. It is the sole responsibility of the FBO to insure that the highest quality products are being delivered and sold.

4. Provide adequate ramp service, including tie-downs, hangar storage, deicing and preheating for general aviation aircraft users, with a qualified attendant available on the ramp seven (7) days a week, for a minimum of eight (8) hours a day, and shall be available to provide ramp service, fueling, and to respond to emergencies twenty-four (24) hours a day, of which up to sixteen (16) hours may be "on-call".
5. Conduct daily inspections of the runway and ramp to keep these areas clear of foreign objects and debris (FOD) that may be hazardous to aircraft, personnel and equipment. Inspections will include one night inspection per week of all airport lighting systems. Inspections will be documented on the Airport Inspection Form (Attachment F). Once per week, the completed Airport Inspection Form will be emailed to the AMW.
6. Report, to AOM, AMW and Flight Services, via NOTAM, malfunctions or outages of any airport NAVAID systems. In addition, Report to Flight Services, via a Notice to Airmen (NOTAM), runway conditions and any other reportable condition, as it relates to safety of flight.
7. Operation of Universal Communication (UNICOM) radio including traffic advisories and runway condition reports for arriving and departing aircraft, when appropriate.
8. Collection of aircraft landing, parking fees, and long term automobile parking fees, as are applicable.
9. Annually, based aircraft will be documented and reported utilizing the Based Aircraft Form, attached hereto, as Attachment G, or the most recent inspection form provided by VTrans.
10. Monthly, the collection of Fuel Flowage Fees. Number of gallons by fuel type will be documented and submitted with the Fuel Flowage Fee Form, attached hereto, as Attachment H.
11. Note complaints, resolve if possible, forward reports and copies of any relevant correspondence to the State.
12. Note abandoned vehicles (including, but not limited to, motor vehicles and aircraft), resolve if possible, forward relevant correspondence, and notification of

unresolved, to the State.

13. Cleanliness of passenger terminal area and restrooms, clearing terminal access walkways of snow, and sanding if necessary.
14. Airport security with regard to State owned buildings, hangars and fuel farm. Also, restricting use of airport property by unauthorized vehicles and persons.
15. Liaison with local Police, Civil Air Patrol and Emergency Services. Conduct ramp checks where necessary for any Emergency Locator Transmitter (ELT) search and rescue or missing aircraft missions. Coordinate with local fire department for any emergency, fire hazard or hazardous material response. Notify State of any emergency actions.
16. Assist with wildlife control, report wildlife hazards, NOTAM when necessary. Notify the State if the need to mitigate/depredate wildlife arises.
17. Notify AOM and FAA immediately of any aircraft accident or incident on the airfield. The 24 hour FAA contact number of the FAA New England Region Operations Center is (781) 238-7001. Coordinate for assistance in removal of any aircraft from a runway after cleared by the FAA. Accidents and incidents will be reported to the State in accordance with Title 5, Chapter 13; § 476.
18. The FBO and their staff shall conduct themselves in a helpful, friendly and professional manner during the execution of their duties, particularly in the presence of members of the public and/or the press. The FBO shall endeavor to promote the airport and services to the public with a view to increasing traffic and business volume.
19. The FBO shall provide the maintenance, repair and servicing of general aviation aircraft. This shall include, adequate inventory of the necessary aircraft parts and accessories to maintain, repair and service general aviation aircraft.
20. The FBO shall provide flight training that prepares and qualifies successful students for an FAA pilot certification, either through a FAA part 61 or Part 141 program. The FBO shall provide, at least once a year, a ground school that prepares attendees for an FAA written knowledge test. This ground school must give the student who completed the ground school successfully, the sign off to take the applicable FAA written knowledge test. An updated list of students, type and date of ground school, will be reported to the AOM on a quarterly basis.

The FBO shall provide aircraft rental to the flying public and flying students.

**ATTACHMENT B**  
**MINIMUM STANDARDS**

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MINIMUM STANDARDS  
FOR COMMERCIAL AERONAUTICAL ACTIVITIES  
ON VERMONT STATE OWNED AIRPORTS  
EFFECTIVE DATE: JANUARY 1, 2015

STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
MINIMUM STANDARDS  
FOR COMMERCIAL AERONAUTICAL ACTIVITIES  
ON VERMONT STATE OWNED AIRPORTS

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MINIMUM STANDARDS  
FOR COMMERCIAL AERONAUTICAL ACTIVITIES  
ON VERMONT STATE OWNED AIRPORTS  
EFFECTIVE DATE: JANUARY 1, 2015

Authored Date: November 4, 2014  
Effective Date: January 1, 2015

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**SECTION I: DEFINITIONS AS USED IN THE MINIMUM STANDARDS**

**AGENCY** The State of Vermont Agency of Transportation.

**AIR CARGO OPERATOR** An operator providing only freight and/or mail transportation services for compensation or hire.

**AIRPORT** A Vermont state owned Airport.

**COMMERCIAL AERONAUTICAL ACTIVITIES** Any one or a combination of the following aeronautical services performed in full compliance with the specific activity standards hereinafter set forth.

- A. Full Service Fixed Base Operation
- B. Limited Service Fixed Base Operation
- C. Aircraft Maintenance, Overhaul, and Parts Shop
- D. Specialized Commercial Flying Service
- E. Specialized Aircraft Repair Services
- F. Scheduled Air Carriers and Air Cargo Operators
- G. Commercial Aircraft Hangar Storage Operations

Any other activities not specifically provided for in the minimum standards will normally be subject to negotiation.

**COMMERCIAL AVIATION OPERATOR** See **OPERATOR**.

**FIXED BASE OPERATOR (FBO)** An Operator who provides multiple aviation services at an airport, as further defined under "Operator", below, and in Section V, Minimum Standards, in the absence of Agency oversight management of the Airport

**MINIMUM STANDARD** A guideline for the provision of required and permitted services which must be met or exceeded as specified in Section V herein.

**OPERATOR** A Commercial Aviation Operator, who is a person or persons, firm, or corporation, engaging in a Commercial Aeronautical Activity based at the Airport which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished.

**SCHEDULED AIR CARRIER** An Operator providing scheduled passenger air transportation services for compensation or hire.

**SECRETARY** The State of Vermont Secretary of Transportation

**SPECIALIZED AVIATION SERVICE OPERATOR (SASO)** An operator who provides a minimum of one (1) aviation service at an airport, as further defined under "Operator", above, and in Section V, Minimum Standards.

**SECTION II: GENERAL STATEMENT OF POLICY**

**Request for Qualifications – Full Service Fixed Base Operator**

In order to promote and develop general aviation, air transportation, and related aeronautical activities at Vermont's state owned airports, and acting in accordance with Vermont Statutes Annotated, Title 5, Sections 203-205, the Secretary of the Vermont Agency of Transportation hereby establishes certain policies, standards, State rules and regulations, and requirements for Commercial Aviation Operators at all Vermont State Owned Airports.

A fair and reasonable opportunity, without discrimination, shall be accorded to all applicants to qualify/compete for available airport facilities and the furnishing of selected aviation services, subject however, to minimum standards as established by the Secretary and set forth herein and entitled "**Minimum Standards for Commercial Aeronautical Activities on Vermont State Owned Airports**". In all cases where the words 'standards' or 'requirements' appear in the above-mentioned schedule of standards, it shall be understood that they are modified by the word "minimum". All operators will be encouraged to exceed the minimums; none will be allowed to operate under conditions below the minimums.

Contingent upon the operator's qualifications, meeting the established minimum Standards, the execution of a written agreement with the State of Vermont Agency of Transportation (hereinafter referred to as "Agency") and payment as due of all rentals, fees, and charges, the Operator shall have the right and privilege of engaging in and conducting the activity or activities selected by the Operator on the Airport as specified by the written contract. The granting of such right and privilege, however, shall not afford the Operator the exclusive right of use of the premises and facilities of such Airport other than those premises which may be leased exclusively to him in a written agreement. The Agency reserves and retains the right of the use of such Airport by others who may desire to use the same pursuant to applicable laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use. The Agency reserves the further right to designate the specific Airport areas in which single or combinations of aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands available for such purpose consistent with the orderly and safe operation and future development of the Airport.

In any case of conflict between these Minimum Standards and any previously adopted Vermont Aeronautical Rules and Regulations, these Minimum Standards will take precedence. If any section of these Minimum Standards is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall neither affect nor impair any of the remaining provisions.

### SECTION III: PREQUALIFICATION REQUIREMENTS

The prospective Operator shall submit to the Agency at its offices at Montpelier, Vermont, at the time of the Operator's application the following information and, thereafter, such additional information as may be requested by the Agency:

**Request for Qualifications – Full Service Fixed Base Operator**

- A. Intended Scope of Activities: A detailed description of the scope of the intended operation and the means and methods to be employed to accomplish the contemplated operating standards.
- B. Financial Responsibility: A VTrans Form AF38, satisfactory to the Agency, in evidence of Operator's financial responsibility, from a bank or trust company doing business in the State of Vermont or from such other source that may be acceptable to the Agency and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate and maintain operations and for the construction of improvements and appurtenances that may be required.
- C. Pro-forma Financial Statement: A projection of three years of operating income and expenses, prepared in accordance with commonly accepted accounting practices.
- D. Experience: The prospective Operator shall also furnish the Agency with a statement of past experience in the specified aviation services. Such experience shall not be less than the minimums established for each of the respective individual aviation functions involved.

**SECTION IV: GENERAL REQUIREMENTS**

- A. Requirements of a Written Agreement: Prior to the commencement of operations, the prospective Operator will be required to enter into a written agreement with the Agency, which agreement will recite the terms and conditions under which the Operator will operate its business on the Airport, including, but not limited to, the term of agreement; the rentals, fees, and charges; the rights, privileges, and obligations of the respective parties; and other relevant covenants. It should be

**Request for Qualifications – Full Service Fixed Base Operator**

understood, therefore, that neither the conditions herein contained nor those set forth in the minimum standards represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will not change or modify the minimum standards or be inconsistent therewith.

- B. Performance Bond: Upon demand by the Agency, the prospective Operator shall, concurrent with the execution by Operator of the aforesaid written agreement, furnish an acceptable performance bond or cash deposit to the Agency, in an amount satisfactory to the Agency.
- C. Hold Harmless Requirement: The Operator shall indemnify, defend and save the Agency and its authorized agents, officers, representatives, and employees harmless from and against any and all actions, penalties, liabilities, claims, demands, damages, or losses whatsoever arising directly or indirectly out of acts or omissions of the operator, its agents, employees, servants, guests, members, business visitors, tenants, sublessees, partners or affiliates, and shall pay all expenses in defending any claims made against the Agency by reason of the operator's tenancy and activities on the Airport. A hold harmless provision shall be included in all written agreements between the Agency and the Operator.
- D. Insurance: The Operator shall procure and maintain, during the term of the Operator's agreement, insurance of the types and in the minimum limits set forth as determined by the Agency and outlined in the written agreements between the Agency and the Operator. The insurance company or companies writing the required policy or policies shall be licensed to do business in the State of Vermont and, unless the Operator is otherwise directed by the Agency, the Agency shall be named in the policy as an additional insured. The Operator shall furnish evidence of compliance with this requirement in the form of an insurance certificate acceptable to the Agency. The applicable insurance coverage shall be in force during any construction of facilities for the Operator and/or prior to the Operator's entry upon the Airport for the conduct of business.
- E. Compliance with Laws, Etc.: The Operator shall at all times comply with all Federal, State, and Local laws, ordinances, codes, and other regulatory measures applicable to the specific type of operation Contemplated by the Operator. The Operator shall procure and maintain during the term of the agreement all licenses, permits, and other similar authorizations required for the conduct of the Operator's business operations.
- F. Miscellaneous
1. The prospective Operator may select one or a combination of the aeronautical services covered by the minimum standards, with restrictions, as outlined in this document. Where more than one Commercial Aeronautical Activity is proposed, the minimum requirements will vary, dependent upon the nature of individual services in such combination, but will not necessarily be cumulative in all instances. Applicable minimum standards for Operators who plan to provide combinations of services will be discussed with the prospective Operator at the time of the Operator's application or otherwise during lease negotiations.
  2. The pertinent minimum standards and requirements for any Commercial Aviation Operator will be predicated upon the nature of the Operator's initial business venture. If at a later date the business is expanded to encompass new and additional types of services under an appropriate operating agreement, then the

- minimum standards established for these additional services shall immediately apply.
3. These Minimum Standards will govern all commercial activities on Vermont State Airports unless determined in writing by the Secretary, on a case by case basis, that an exemption is justified to best serve the public interest.
  4. The Agency recognizes that certain Operators are presently conducting business on Vermont State owned Airports and may occupy facilities or be conducting certain operations not in compliance with these minimum standards. The operations of such Operators shall be governed by individual lease provisions determined on a case by case basis; however, any expansion of facilities or operations or any relocation of facilities or operations on the Airport shall be in accordance with these minimum standards.
  5. The prospective Operator is required to be registered to do business in the State of Vermont with the State of Vermont Secretary of State prior to execution of the agreement by the Agency.

## SECTION V: MINIMUM STANDARDS

The Minimum Standards for Commercial Aeronautical Activities outlined in this document are not intended to be all inclusive, as the Operator of a commercial venture who is based on the Airport will be subject to applicable laws, codes, ordinances, and other similar regulatory measures, including Airport rules and regulations pertaining to all such activities.

A written agreement, properly executed by the Agency and the Operator, is a prerequisite to tenancy on the Airport and the commencement of any operations thereon. The contract provisions

**Request for Qualifications – Full Service Fixed Base Operator**

however, will be compatible with the minimum standards herein contained and will not change or modify the standards themselves.

Information relative to rentals, fees, and charges applicable to the several aeronautical services included herein will be made available to the prospective commercial operator by the Agency at the time of application or during the contract negotiations.

The following schedules set forth the minimum standards for an operator engaging in one or more selected commercial aeronautical activities at the Airports:

**A. Fixed Base Operator****1. Minimum Services Required**

- a. Tie-down and hangar storage for general aviation aircraft, both itinerant and local.
- b. Adequate ramp service, including deicing and preheating for general aviation aircraft users, with a qualified attendant available on the ramp seven (7) days-a week, eight (8) hours a day and shall not be performed by a subcontractor to the Operator.
- c. Sale of aviation gasoline, fuel, oils and lubricants of kinds customarily sold to general aviation aircraft users and shall not be performed by a subcontractor to the Operator.
- d. Maintenance, repair and servicing of general aviation aircraft, aircraft engines and parts.
- e. Maintenance of adequate inventory of the necessary aircraft parts and accessories to maintain, repair and service general aviation aircraft.
- f. Flight training.
- g. Aircraft rental business.
- h. Operate and maintain the Common Traffic Advisory Frequency (CTAF) and Universal Communications Radio Station (UNICOM), if requested by Agency.

**2. Additional Services Permitted**

Privileges which may be exercised by a fixed base operator shall include, but are not necessarily be limited to:

- a. Sale of new or used aircraft.
- b. Non-scheduled aircraft charter operations.
- c. Operation of specialized commercial flying service.

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- d. Operation of specialized aircraft repair service.
  - e. Automobile rental business.
3. Minimum Land and Improvement Requirements
- a. The minimum ground leased and operational area for a fixed base operator shall be 14,000 square feet.
  - b. The minimum facilities required shall be as follows:
    - (1) One hangar, not less than 2,500 square feet, for the provision of aircraft maintenance and storage.
    - (2) Office building (either separate or adjoining) adequate to house the following:
      - a. An office
      - b. Pilot's lounge and flight planning area
      - c. A public waiting room
      - d. Lounge area
      - e. Local area wireless technology (WiFi)
      - f. Sanitary public restroom facilities, and adequate shop area.
    - (3) Paved ramp area of not less than 5,000 square feet with access to hangar(s).
    - (4) Adequate motor vehicle parking for use by employees and patrons, as approved by the Agency.
    - (5) Minimum Prior Experience  
A minimum of three (3) years satisfactory prior experience in the business of fixed base operations or such other related business as may be determined acceptable by the Agency in lieu thereof.
    - (6) Minimum Public Service Hours  
Seven (7) days a week, eight (8) hours a day, as approved by Agency, with a qualified attendant. The Fixed Base Operator shall also provide for services during off-hours through an on-call system.

**B. Specialized Aviation Service Operator (SASO)****1. Services Permitted**

Any of the following additional services may be provided by a Specialized Aviation Service Operator:

- a. Aircraft maintenance, overhaul, and parts shop

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- b. Flight training.
- c. Aircraft rental business.
- d. Sale of new or used aircraft.
- e. Specialized aircraft repair services
- f. Non-scheduled aircraft charter operations.
- g. Operation of specialized commercial flying service.
- h. Commercial aircraft hangar storage operations

2. Minimum Requirements

- a. The minimum facilities required shall include adequate hangar, ramp, office, motor vehicle parking, and public services facilities necessary to accommodate the operation.
- b. The minimum prior experience shall be a minimum of three (3) years satisfactory prior experience in the business of a Fixed Base Operator or Specialized Aviation Services Operator or such other related business as may be determined acceptable by the Agency in lieu thereof.
- c. The minimum public service hours shall be sufficient to meet public demand, and shall be posted and maintained by the operator. The Specialized Aviation Services Operator shall also provide for services during off-hours through an on-call system.

## C. Aircraft Maintenance, Overhaul, and Parts Shop

1. Services Required and Limited To:

- a. Maintenance, repair and servicing of aircraft, aircraft engines and parts.
- b. Availability of adequate inventory of the necessary aircraft parts and accessories to maintain, repair, and service aircraft.

2. Minimum Requirements

In addition to the general requirements for all FBOs and SASOs in Sections A and B, each Aircraft Maintenance, Overhaul, and Parts Shop shall maintain the following:

- a. The operator shall maintain an adequate inventory of the necessary aircraft parts and accessories to support the activities
- b. If an operator is involved with the movement of aircraft, the operator shall have available an aircraft tug with sufficient power or braking weight to handle any aircraft that the operator is permitted to service under the operator's FAA certificate.

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- c. The operator shall maintain all of the tools and equipment utilized under the operator's FAA certificate.

## D. Flight Training

1. The following individual operations are classified under Flight Training:
  - a. A flight training business that instructs pilots in flight training utilizing fixed and/or rotary wing aircraft, as well as providing related ground school instruction as required for taking required examinations.
2. Minimum Requirements

In addition to the general requirements for all FBOs and SASOs in Sections A and B, each Flight Training business shall maintain the following, as applicable:

- a. All flight training operators must meet the appropriate requirements under 14 CFR 61 (141 and/or 142) and comply with any requirements set forth by the Transportation Security Administration (TSA) regarding flight training.
- b. A minimum of one (1) airworthy aircraft, fixed wing or rotary wing, either owned or under lease to the Operator.
- c. A minimum of one (1) current FAA Certificated pilot, with the appropriate instrument, certificated type rated instructor rating (to include MEL, as appropriate), as well as up-to-date FAA medical certificate, as appropriate, on duty during scheduled business hours.
- d. Operator shall provide the necessary facilities to accommodate training, including a properly lighted and heated classroom and office space with access to a waiting area and restrooms, equipped with the necessary training aids to provide proper ground school instruction.

## E. Aircraft Rental Business

1. The following individual operations are classified under Aircraft Rental Businesses:
  - a. An aircraft rental business that rents or leases aircraft to the public
2. Minimum Requirements

In addition to the general requirements for all FBOs and SASOs in Sections A and B, each Aircraft Rental Business shall maintain the following, as applicable:

- a. A minimum of one (1) airworthy aircraft, fixed wing or rotary wing, either owned or under lease to the Operator.
- b. A minimum of one (1) employee on duty when aircraft are being rented.
- c. A minimum of one (1) qualified check pilot for each aircraft to be rented.

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## F. Sale of New or Used Aircraft

1. The following individual operations are classified under the Sale of New or Used Aircraft:
  - a. A business that engages in the purchase and/or sale of new and/or used aircraft through means including brokering, assisting customers with the purchase or sale of an aircraft, or the purchase of an aircraft with subsequent marketing to potential buyers.
2. Minimum Requirements

In addition to the general requirements for all FBOs and SASOs in Sections A and B, each business specializing in the sale of new or used aircraft shall maintain the following, as applicable:

- a. A minimum of one (1) current FAA Certificated pilot, with the necessary ratings and meeting all currency requirements, will accompany all aircraft that are demonstrated.
- b. The business will maintain any and all applicable Federal, State, and Local licenses required for the sale of aircraft in the State of Vermont.

## G. Specialized Commercial Flying Service

1. The following individual operations are classified as a specialized commercial flying service:
  - a. Sightseeing flights
  - b. Crop dusting
  - c.. Aerial photography, mapping, or survey
  - d. Aerial firefighting
  - e. Power line or pipeline patrol
  - f. Glider operations
2. Minimum Requirements

In addition to the general requirements for all FBOs and SASOs in Sections A and B, each business specializing in a specialized commercial flying service shall maintain the following, as applicable:

- a. A minimum of one (1) current FAA Certificated pilot, with the necessary ratings and meeting all currency requirements, will be employed for the aircraft to be operated.
- b. A minimum of one (1) airworthy aircraft, fixed wing or rotary wing, either owned or under lease to the Operator.

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## H. Specialized Aircraft Repair Services

1. The following individual operations are classified as a specialized aircraft repair service:
  - a. Repair of aircraft radios
  - b. Repair of aircraft propellers
  - c. Repair of aircraft instruments
  - d. Repair of aircraft accessories
  - e. Aircraft paint shop
  - f. Aircraft upholstery shop
  - g. Aircraft restoring and refinishing

2. Minimum Requirements

In addition to the general requirements for all FBOs and SASOs in Sections A and B, each Aircraft Maintenance, Overhaul, and Parts Shop shall maintain the following:

- a. The operator shall maintain an adequate inventory of the necessary aircraft parts and accessories to support the activities
- b. If an operator is involved with the movement of aircraft, the operator shall have available an aircraft tug with sufficient power or braking weight to handle any aircraft that the operator is permitted to service under the operator's FAA certificate.
- c. The operator shall maintain all of the tools and equipment utilized under the operator's FAA certificate.
- d. A minimum of one (1) employee with the appropriate certifications must complete these tasks.

## I. Non-Scheduled Aircraft Charter Operations

1. The following individual operations are classified under Non-Scheduled Aircraft Charter Operations:
  - a. A business that engages in the business of providing unscheduled air transportation to the general public for hire, under the regulations of 14 CFR 135.
  - b. An aircraft management operator is considered a commercial operator engaged in the business of providing aircraft flight dispatch, flight crews, and/or aircraft maintenance coordination to the public and is included within this operation.

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- c. An Air Ambulance Operation is considered a Non-Scheduled Aircraft Charter Operation.

2. Minimum Requirements

In addition to the general requirements for all FBOs and SASOs in Sections A and B, each business conducting non-scheduled aircraft charter operations shall maintain the following, as applicable:

- a. A minimum of one (1) current FAA Certificated pilot, with the necessary ratings and meeting all currency requirements, as well as an FAA recommended crew, as appropriate, will be employed for the aircraft to be operated.
- b. A minimum of one (1) employee with experience and ability to provide quotes, schedule and dispatch support, and customer service. This employee shall be in addition to the minimum requirements for an FAA Certificated pilot and FAA recommended crew.
- b. Maintain valid certification under 14 CFR 135.
- c. The operator shall have dispatch capability within six (6) hours of a customer request.

- J. Commercial Aircraft Hangar Storage Operations

1. The following can be classified as commercial aircraft storage operations:

- a. Commercial use hangars (includes condominium hangars) constructed for lease or sale to others.
- b. Private use hangars (includes individually owned condo hangars) constructed originally for hangar owner's personal aircraft, however converted after submission to, and approval by, VTrans for a change in use to allow storage by others.

2. Minimum Requirements

In addition to the general requirements for all FBOs and SASOs in Sections A and B, each Commercial Aircraft Hangar Storage Operation shall maintain the following:

- a. Adequate hangar and ramp space to accommodate the proposed operation.
- b. A copy of the proposed rental agreement between the proposer and Agency lessee, if applicable, including rates and charges.
- c. The operator shall have equipment necessary to meet all requirements for the storage and movement of aircraft

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- d. The operator shall provide sufficient trained personnel to meet the requirements for the storage and movement of aircraft
- e. The operator shall ensure that hangar tenants only perform preventative aircraft maintenance within the hangar on their own aircraft to the extent permitted in 14 CFR 43, as now or hereafter amended.
- f. The operator shall ensure that painting, welding, and any type of hazardous material storage shall not be permitted within aircraft hangars unless authorized specifically by The Agency in writing. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property shall not be permitted.

## K. Scheduled Air Carriers, Air Charters, and Air Cargo Operators

Minimum requirements will be determined on a case by case basis and outlined in the agreement governing the operation between the Agency and Operator. Where a public terminal is located on the airport, a passenger carrying Operator will operate from such terminal and the agreement will provide for the Operator's use of terminal facilities.

## L. Limitations on Commercial Aviation Operators

1. Any commercial aviation operators other than Fixed Base Operators will be strictly prohibited from engaging in the following activities:
  - a. The sale of fuel for use in aircraft.
  - b. The rental of aircraft tie-down spaces to any person or persons, firm or corporation.
2. Any Operator (excluding Scheduled Air Carriers or Air Cargo Operators who may provide the following for their own aircraft and/or personnel) who desires to provide any one or a combination of Commercial Aeronautical Activities from the Airport shall either: (1) be required to enter into a Fixed Base Operator or Specialized Aviation Service Operator agreement with the State and meet the minimum standards outlined herein, or (2) enter into an Agency approved operating agreement with a tenant who has a valid Fixed Base Operator or Specialized Aviation Service Operator agreement on the Airport. Such agreement must receive the prior written approval of Agency.

These Minimum Standards for Commercial Aeronautical Activities on Vermont State Airports are hereby adopted on this 1st day of January, 2015.

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

By: /S/ Brian Searles, Secretary

## ATTACHMENT C

### PROCEDURES FOR SELECTING CONTRACTORS AND FOR SPECIFICATIONS FOR CONTRACTOR SERVICES, INCLUDING CUSTOMARY CONTRACT PROVISIONS

This document is available on the VTrans website at the following path:

[http://vtranscontracts.vermont.gov/sites/aot\\_contract\\_administration/files/documents/ProceduresForSelectingContractorsandSpecificationsforContractorServices.pdf](http://vtranscontracts.vermont.gov/sites/aot_contract_administration/files/documents/ProceduresForSelectingContractorsandSpecificationsforContractorServices.pdf)

**ATTACHMENT D**

**GENERAL CONDITIONS**

**GENERAL CONDITIONS  
FOR STATE-OWNED AIRPORTS  
FIXED-BASE OPERATORS (FBOs)  
JULY 1, 2009**

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**GC-I USE OF AIRPORT**

1.01. The STATE grants TENANT, in common with others authorized by the STATE, use of the public facilities of the Airport, including but not limited to, the public areas of the landing field, roadways, runways, aprons, taxiways, approach lights, runway lights, beacons, radio navigation aids, and all other conveniences for landing, taking off and safe-flying at the Airport.

1.02. TENANT shall not post any signs that including advertising without specific written approval of the STATE . However, the TENANT may post signs identifying the hangar number and owner/occupant provided that such signs are affixed to the building.

1.03. TENANT shall use the facilities on the Airport only for their designated purposes unless authorized by the STATE for other purposes.

1.04. No partner, affiliate, TENANT, subtenant, employee or officer of TENANT shall use the premises or any rights or privileges acquired under the terms of this lease, or knowingly allow such use in a manner which would violate criminal law, whether State or Federal, or be in violation of Title 5, Vermont Statutes Annotated.

1.05. The STATE, acting in its proprietary capacity, may establish reasonable rules and regulations for noise control at the Airport. TENANT agrees to comply with any such rules and regulations.

1.06. TENANT agrees to occupy and use the leased premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance or operation of the Airport or any of its structures or facilities, as determined by the STATE. The STATE shall have the right to enter the premises at any time to examine them. The STATE shall coordinate routine inspections with TENANT.

1.07. The STATE may establish any other type of commercial operation at the Airport without interference by the TENANT.

1.08. The TENANT shall post, in a conspicuous location, its schedule of charges. TENANT shall also file with the STATE its schedule of charges and changes in such charges.

1.09. TENANT shall conduct its operations in a business-like and prudent manner.

1.10. TENANT shall have the right to manage and collect fees from tiedowns for long- and short- term storage of general aviation aircraft and to operate the fuel farm as defined in the Description of Property.

1.11. Any person(s) using the Airport as a TENANT or subtenant shall control its conduct and demeanor as to not cause, or allow to be caused, any interference in anyway with any other tenants, subtenants or general publics use of the Airport.

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1.12. TENANT shall report to the STATE any incidents that occur at the AIRPORT involving aircraft, general public, vehicles, vendors, etc. that could result in any delay in access or service to the AIRPORT users, negative publicity for the AIRPORT or the STATE, the impression or possible interpretation of increased liability, or any other situation that could be of concern to the STATE.

1.13. TENANT shall perform inspections of fuel systems in accordance with the State of Vermont, Agency of Transportation, Airport Fueling Manual dated July, 2004 and/or any future versions of this manual.

1.14. TENANT shall perform daily inspections of the AIRPORT, including the landing areas, adjoining taxiways, aircraft parking aprons, or other areas normally open to use by the public to determine the existence of any hazards. If an unsafe condition or hazard is found or thought to exist, the TENANT shall immediately notify the STATE. The TENANT may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary in the interests of safety, subject to the review of and action by the STATE.

1.15. TENANT shall advise the STATE of non-compliance with applicable STATE rules and regulations.

1.16. TENANT shall take action as may be necessary for the handling, policing, protection and safeguarding of the public at the AIRPORT.

1.17. TENANT shall provide information to the general public when requested.

1.18. TENANT shall regulate vehicular traffic at the AIRPORT.

**GC-II. MAINTENANCE OF AIRPORT**

2.01. The STATE shall be responsible for the maintenance and repair of the following public facilities consistent with flight safety: Runways, taxiways, aircraft parking aprons, access roads, automobile parking areas, fences and runway safety strips that were constructed by STATE or built to a standard agreed to by the STATE. The STATE's responsibilities shall include plowing snow, mowing of the safety areas and fertilizing grass, and repairing asphalt and turf surfaces up to but not including areas leased to the TENANT. Snow removal and mowing shall be done in accordance with the annual plans for the airport.

2.02. TENANT shall park aircraft and vehicles only on the leased premises (or upon premises established by STATE for such purposes), clear of public taxiways or in designated parking areas for such vehicles.

2.03. The property described in Article 1.1E – Description of Premises, is a State owned facility leased to the TENANT for the purpose of providing aircraft maintenance and aircraft storage. The TENANT has the right to collect fees from this activity. Operating and utility fees including heat and electricity are at the expense of the TENANT. Electricity is on a shared meter, paid by

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STATE, and an allocation for reasonable use by TENANT is incorporated into TENANT's rent. If STATE elects at some future time to invoice TENANT for TENANT's use of electricity, STATE shall notify TENANT in advance, and such invoices shall apply prospectively. Structural repairs including the roof, furnace, water and sewer are at the expense of the STATE.

2.04. TENANT shall be responsible for janitorial maintenance of the Airport terminal, including but not necessarily limited to, cleaning restrooms, toilets, sinks and water fountains, vacuuming and cleaning floors and carpeting, keeping the sidewalks to the Airport terminal clear of debris and snow, and shall promptly collect and dispose of refuse, rubbish, garbage from the premises. The STATE shall be responsible for furnishing a reasonable amount of expendable janitorial supplies for the maintenance of the public area. In the event TENANT does not perform janitorial maintenance of the terminal to the satisfaction of the STATE, the STATE shall have the right to engage the services of other(s) and bill the TENANT for the expense thereof.

2.05. The STATE will remove snow from the public ramp as soon as possible up to approximately three (3) feet from the hangar doors. Snow removal directly in front of the hangar doors and the door entering the hangar is the responsibility of the TENANT.

2.06. TENANT shall not permit to remain on the Airport for more than thirty (30) days (unless in an enclosed building) any discarded, dismantled, wrecked, scrapped or ruined aircraft or parts thereof.

2.07. TENANT agrees to report to the STATE within twenty-four (24) hours of TENANT's discovery any defect, failure or the required repair or replacement of any part of the Airport facilities, particularly any facilities relating to the safe take-off and landing of aircraft.

2.08. TENANT agrees to keep all buildings and premises in a neat, safe and sanitary condition at all times.

2.09. In the event appropriated airport maintenance funds are diminished or deleted by action of the Vermont General Assembly or by action of any other entity providing such funds, the maintenance obligations of the STATE shall cease. At the discretion of the STATE, TENANT may assume the maintenance obligations. In such event, the parties will enter into good-faith negotiations to reform this lease to recognize the TENANT's increased responsibilities and expenses.

**GC-III. USE OF BUILDINGS**

3.01. All buildings and other facilities on the Airport, whether owned by the STATE, TENANT, or any other party, shall be used exclusively for airport and aviation related activities.

3.02. TENANT agrees to comply with all ordinances, rules, regulations, requirements and all permitting laws and laws of all federal, state, and municipal authorities, so far as they may affect the leased premises and use of the Airport and its facilities.

3.03. TENANT shall not begin any construction or renovation on the leased premises without necessary permits and prior written approval of the STATE. Any request for approval shall include the proposed location, design, materials, intended use, and other specifications. If TENANT erects a structure or appurtenance on the leased premises, without prior written approval from the STATE, TENANT shall be obligated to remove it or STATE may do so at TENANT's expense.

#### **GC-IV. THREATENED & ENDANGERED SPECIES REQUIREMENT**

4.01. The TENANT agrees to comply with the STATE's mowing protocol for new construction projects on State Airport properties. The STATE will provide a copy of the *Threatened and Endangered Species Requirements* to the TENANT at execution of this Agreement. Without limitation of the foregoing, the TENANT will observe the following requirements:

- a. The TENANT will mow all impact areas, including construction areas, access routes, and staging areas prior to the Grasshopper Swallow breeding season which is typically between April 30 and July 31.
- b. Grass must be kept four (4) inches or shorter throughout the breeding season or until the construction project is completed.
- c. The TENANT will mark all disturbance areas, including the construction site, access routes and staging area with flagged stakes to avoid accidental encroachment on the Grasshopper Swallow habitat. Activity will be limited to the flagged staked area that is mowed during the grassland bird nesting season that is stated in Paragraph A.
- d. All grassed areas of the Airport not involved in the construction project, with the exception of the grass runway strips and strips along runways and taxiways unless specified otherwise in the Federal Aviation Administration (FAA) safety regulations, should remain un-mowed and undisturbed during the grassland bird nesting season stated in Paragraph A.

#### **GC-V. INDEMNITY AND PUBLIC INSURANCE**

5.01. **Independence; Liability:** The TENANT will act in an independent capacity and not as officers or employees of the STATE.

The TENANT shall defend the STATE and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the TENANT or of any agent of the TENANT. The STATE shall notify the TENANT in the event of any such claim or suit, and the TENANT shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement, the TENANT may request recoupment of specific defense costs and may file suit in the Washington Superior Court requesting recoupment. The

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TENANT shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the TENANT.

The TENANT shall indemnify the STATE and its officers and employees in the event that the STATE, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the TENANT.

5.02. **Insurance:** Before exercising any rights granted by this Lease, the TENANT must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the TENANT to maintain current certificates of insurance on file with the STATE through the term of the Lease. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the TENANT for the TENANT's operations. These are solely minimums that have been established to protect the interests of the STATE.

Workers Compensation: With respect to all operations performed, the TENANT shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the TENANT shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$2,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/Legal Liability

TENANT shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Lease.

Automotive Liability: The TENANT shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Lease. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

TENANT shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Lease.

5.03. **Increased Insurance Coverage.** STATE reserves the right, upon thirty (30) days' written notice, to require reasonable increases in the foregoing required insurances.

5.04. **Contractors Hired by TENANT.** If TENANT hires a contractor to perform work on the leased premises, the TENANT will require the contractor to defend, indemnify and hold harmless the STATE and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the contractor's work on the TENANT's premises. The TENANT will require the contractor to carry workers compensation insurance in accordance with the laws of the State of Vermont, general liability insurance in accordance with the coverage specified above, and automotive liability insurance (no less than \$1,000,000 combined single limit) covering all motor vehicles, including owned, non-owned, and hired, used in connection with the work to be performed.

5.05. **Certificate of Insurance.** The insurance required above shall be placed with a reputable insurance company authorized to do business in the State of Vermont. A binder or certificate of insurance, naming the State of Vermont as an additional insured, shall be delivered to the STATE as proof of compliance with this Article within ten (10) days of execution of this Lease. The policy shall provide that the insurance shall not be terminated or canceled without thirty (30) days' notice to the STATE. Renewal certificates shall be forwarded to STATE within ten (10) days of renewal. The amounts of the insurance shall not be deemed as limitation of the liability of the TENANT to indemnify, defend and save harmless the STATE as provided in this Article.

#### **GC-VI. TERMINATION**

6.01. If any payment to the STATE, the leasehold mortgagee, if any, or any third party providing goods or services to TENANT's operation at Airport, shall be in default and unpaid for thirty (30) days after notice to TENANT, unless cured within thirty (30) days after notice by the STATE to TENANT specifying the default and demanding compliance, STATE may re-enter and take possession of the premises. This re-entry shall constitute a termination of this lease.

6.02. If the Airport is closed by fire, storm, casualty, or other Act of God, or by action of lawful authority for any period in excess of thirty (30) days, rental to the STATE shall be abated during that period. If the Airport is closed for these reasons for a period in excess of three (3) months, then TENANT at its option may terminate this lease by giving STATE thirty (30) days' notice. STATE shall not be liable for loss of income or profits or any claims of liability on furnishings or equipment.

6.03. In the event of breach or default of any of the covenants set forth in this lease, the STATE shall have the right to terminate this lease and to re-enter and repossess the land and the facilities thereon, and hold the same as if this lease had never been made or issued.

6.04. If the STATE terminates this lease due to breach or default by TENANT of any of the covenants in this lease, TENANT shall be responsible for all damages, attorney's fees, and expenses directly or indirectly caused by the default and termination. TENANT shall also be responsible for all loss of rents and revenues, and costs and expenses incurred in employing persons to carry on the responsibilities and functions of the TENANT for up to a period of ninety (90) days.

6.05. If the TENANT ceases to be operational or ceases to use all or any portion of the leased premises for the purposes intended for a period of thirty (30) days, unless cured within thirty (30) days after STATE's notice to TENANT specifying default and demanding compliance, STATE may re-enter and take possession of the premises. The re-entry shall constitute a termination by this lease.

6.06. If the STATE believes that the TENANT is failing to provide aeronautical services, which in the judgment of the STATE are reasonably required at the Airport to adequately serve public needs, the TENANT shall be afforded a hearing before the STATE. If the hearing officer finds that such services are required but are not being provided, the STATE may give the TENANT notice that this lease will be terminated in thirty (30) days.

6.07. If TENANT files a voluntary petition in bankruptcy, or proceedings in bankruptcy are instituted against TENANT and TENANT is adjudicated bankrupt pursuant to proceedings, or if TENANT is divested of, or be prevented by any final action of any Federal or State authority from conducting and operating its operations, this lease shall be immediately terminated.

6.08. If the STATE terminates this lease for any cause other than default or failure to comply with the terms of the lease by TENANT, if the rent shall have been paid by the TENANT in advance to a day subsequent to the date of termination of this lease, then the STATE within sixty (60) days after demand by TENANT, may refund and repay to TENANT the apportioned amount of the rent paid by TENANT in advance for that portion of the term so avoided.

6.09. If the STATE terminates this lease because it chooses to exercise its right to develop or improve the portion of airport property leased to TENANT, then the STATE, will give TENANT sixty (60) days' notice of its intent to terminate.

6.10. If TENANT vacates the leased premises before the expiration of the lease term, without the written consent of the STATE, the full rental for the current term shall then become due and payable.

6.11. The TENANT covenants and agrees to surrender the premises hereby demised at the expiration of the term, or at any time when this lease shall be terminated as provided in this Agreement, in good order and condition satisfactory to the STATE.

6.12. The TENANT may surrender this lease at the end of the original term or any renewal thereof, and at the same date in any following year of a holdover tenancy from year-to-year, by giving written notice to the STATE of intent to surrender at least ninety (90) days before the proposed date of surrender. TENANT agrees that if TENANT fails to give such notice, then possession shall be deemed to continue until this lease is terminated by the STATE as provided in this Agreement.

6.13. If it becomes necessary for STATE to institute suit for eviction and/or for damages, on account of rental arrears or violation of the terms of the lease, STATE shall be entitled to recover

from the TENANT its or their attorneys' fees and court costs, which fees and costs TENANT hereby covenants and agrees to pay.

6.14. This lease shall automatically end if the TENANT becomes delinquent in the payment of any local, state and/or federal taxes assessed on the Premises, TENANT operations or on any TENANT-owned improvements located on the Premises.

6.15. This lease shall automatically end if the TENANT discontinues providing FBO services for the STATE. The termination shall be effective on the day the TENANT discontinues services as an FBO.

#### **GC-VII. ASSIGNMENT AND ENCUMBRANCE**

7.01. TENANT agrees to not assign this lease or sublet any portion of the premises or mortgage or otherwise encumber any structures now or later placed on the Premises, without the prior written consent of the STATE. The STATE's consent to assign, sublet, mortgage or encumber the whole or any part shall not be deemed as waiving this restriction as to any other portion or giving assent to any other subletting or assignment or encumbrance. TENANT further agrees that the Premises shall be used only for the purposes specified. If TENANT sublets, TENANT shall remain responsible to the STATE for the subtenant's full and faithful performance of all terms and conditions of this lease and the approved sublease. The TENANT shall submit the any proposed sublease for the STATE's prior approval.

7.02. STATE reserves the right to reform this lease at the time of a proposed assignment or sublease.

7.03. If TENANT is a closely-held corporation, then any proposed sale of controlling stock interest, change in management, formation of an affiliated or subsidiary company, or other transaction involving control of TENANT shall be subject to review by the STATE as if such proposed transaction were an assignment.

7.04. If the STATE consents to a mortgage, then TENANT at all times shall keep the STATE informed as to the correct name and current address of any holder or assignee of the mortgage. The STATE agrees that it will send any such person(s) known to STATE a copy of any notice of default that may be sent to TENANT.

7.05. TENANT shall timely perform all mortgage obligations.

7.06. TENANT shall not, without the prior written consent of the STATE, subject its leasehold, or any of the buildings or other facilities located on the leased premises, to a declaration of condominium ownership under the Condominium Ownership Act, Vermont Statutes Annotated, Title 27, Sections 1301-29, or successor statute. In the event of a change to condominium ownership, the STATE reserves the right to reform this lease, to impose reasonable charges on

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each transfer of condominium units, and to impose a reasonable annual charge on each condominium unit.

7.07. The STATE may withhold its permission for assignment of this lease if there are back rents owed; violations of the current lease or unresolved environmental problems on the leased premises; or as a condition to granting permission, the STATE may require TENANT to remain financially responsible for any cleanup, notwithstanding the assignment.

**GC-VIII. STATE RESERVATIONS AND SUBORDINATION AGREEMENT**

8.01. Nothing contained in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Chapter 3, Exclusive Rights of the Department of Transportation, Federal Aviation Administration Order 5190.6a, *Airport Compliance Requirements*, dated October 2, 1989.

8.02. The STATE reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport.

8.03. The STATE reserves the right to develop or improve the Airport property as it sees fit, regardless of the desires or views of TENANT, and without interference or hindrance on the part of TENANT.

8.04. This Lease is subordinate to the provisions of existing and future agreements entered into between the STATE and the United States to obtain Federal-aid for the improvement or operation and maintenance of the Airport, subject to reasonable notice to TENANT by STATE of any such proposed agreement and subject further to the right of TENANT to terminate this lease if such subordination effectively prohibits TENANT from exercising the fundamental rights conveyed within this Lease.

**GC-IX. SURRENDER OF POSSESSION**

9.01. During time of war or national emergency the STATE shall have the right to lease any part of the Airport to the United States Government, and, if such lease is executed, the provisions of this lease to the extent they are inconsistent with such lease shall be suspended without compensation to TENANT.

**GC-X. STATE'S LIEN**

10.01. If TENANT breaches any of the provisions of this Lease, STATE shall have a lien to the extent of the breach and any continuation of the breach, upon all revenues, income, rents, earnings and profits from the leased premises as additional security to STATE for TENANT's faithful performance of each of the lease's terms and provisions. The lien shall be superior to the

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rights of TENANT and any of its creditors or assignees or any trustee or receiver appointed for TENANT's property, or any other person claiming under TENANT.

10.02. Upon STATE's termination of this Lease by reason of TENANT's default, all such revenues, income, rents, earnings, and profits derived or accruing from the leased premises from date of such termination by STATE shall constitute the property of STATE. The same is hereby declared to be a trust fund for the exclusive benefit of STATE and shall not constitute any asset of the TENANT or any trustee or receiver appointed for TENANT's property. The provisions of this section shall be effective without the STATE's re-entry or repossession of the leased Premises, and without any judicial determination that TENANT's interest under this Lease has been terminated.

10.03. STATE may enforce its lien by directing any subtenant to remit rental payments directly to the STATE. TENANT shall include in its subleases a provision requiring each subtenant to make such payments to the STATE upon the STATE's giving notice of its lien.

**GC-XI. DAMAGE OR DESTRUCTION BY FIRE OR CASUALTY**

11.01. If the Premises leased to TENANT for its use shall be partially damaged by fire or other casualty but not rendered untenable, the Premises shall be repaired with due diligence by the STATE. If the damages render the Premises untenable, the rent payable shall cease until such time as the Premises are again tenantable, provided that the STATE may, at its option, not reconstruct the Premises.

11.02. The TENANT shall repair and/or reconstruct, at TENANT's sole cost and expense, the whole or such part of the Airport ~~terminal~~ and/or premises which are totally or partially destroyed by fire or other casualty arising directly or indirectly out of acts or omissions of the TENANT, its agents, employees, servants or guests.

**GC-XII. SET OFF; TAX CERTIFICATION**

12.01. **Set Off:** The STATE may set off any sums which the TENANT owes the STATE against any sums due from the STATE under this Lease; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**12.02. Taxes Due to the State:**

a. TENANT understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

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b. TENANT certifies under the pains and penalties of perjury that, as of the date the Lease is signed, the TENANT is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

~~e. TENANT understands that final payment under this Lease may be withheld if the Commissioner of Taxes determines that the TENANT is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont. [Deliberately Omitted]~~

~~d. TENANT also understands the State may set off taxes (and related penalties, interest, and fees) due to the State of Vermont, but only if the TENANT has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the TENANT has no further legal recourse to contest the amounts due.[Deliberately Omitted]~~

12.03. **Subleases:** TENANT shall not assign, subcontract or subgrant the performance of this Lease or any portion thereof to any other tenant without the prior written approval of the STATE. TENANT also agrees to include in all subleases a tax certification in accordance with paragraph 12.02 above.

12.04. **Approvals.** Notwithstanding any other provision of this Lease, the STATE reserves the right to deny any renewal, extension, consent, or permission under this Lease unless TENANT and any proposed assignee first provide the STATE with written certification of tax compliance in accordance with Title 32, Vermont Statutes Annotated, Section 3113.

**GC-XIII. WAIVER**

13.01. Any waiver at any time by any party of its rights with respect to a default under this lease, or with respect to any other matter arising in connection with this lease, shall not be deemed to be a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitations, in asserting or enforcing any right shall be deemed to be a waiver of such right.

**GC-XIV. HAZARDOUS MATERIALS; ENVIRONMENTAL REPORTS**

14.01. TENANT, at its own expense, shall comply with all present and hereinafter enacted environmental/cleanup responsibility laws ("Cleanup Laws") affecting the TENANT's operations at the Airport. TENANT, at its own expense, shall make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authorities (the "Authorities") under the Cleanup Laws. Should the Authorities determine that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of hazardous substances or wastes on the Airport as a result of TENANT's operations, then TENANT, at its own expense, shall prepare and submit the required plans and financial assurances and carry out the approved plans.

**Request for Qualifications – Full Service Fixed Base Operator**

14.02. TENANT's obligations under this Article shall arise if there is any closing, terminating or transferring of operations of TENANT's establishment on the Airport premises pursuant to the Cleanup Laws. At no expense to the STATE, TENANT shall promptly provide all information requested by the STATE to determine the applicability of the Cleanup Laws to the Premises, and shall sign the affidavits or submissions promptly when requested to do so by the STATE.

14.03. TENANT shall defend, indemnify and hold harmless the STATE from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes arising as a result of TENANT's operations; and from all fines, suits, procedures, claims and actions of any kind arising out of the TENANT's failure to provide all information, make all submissions and take all steps required by the Authorities under the Cleanup Laws or any other environmental laws.

14.04. TENANT shall promptly notify the STATE of any spills or discharges involving hazardous materials and supply the STATE with any notices, correspondence and submissions made by TENANT to any Authorities, including the United States Environmental Protection Agency ("EPA"), the United States Occupational Safety and Health Administration ("OSHA"), or any other local, state or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances.

14.05. TENANT's obligations and liabilities under this Article shall continue so long as the TENANT remains responsible for any spills or discharges of hazardous substances or wastes on the leased Premises that occur during the term of this Lease.

## GC-XV. STORAGE, HANDLING AND TRANSPORTATION OF HAZARDOUS MATERIALS AND WASTES

15.01. TENANT shall comply with all present and future enacted federal, state and local laws, ordinances, rules and regulations dealing with the storage, handling and transportation of hazardous substances and wastes. Without limitation of the foregoing, TENANT'S attention is directed to Titles 40 and 49 of the Code of Federal Regulations (storage and handling of hazardous materials; transportation of hazardous materials), the State of Vermont's Rules for Transportation of Hazardous Materials, and the applicable laws and regulations of federal and state departments and agencies dealing with agriculture, public utility regulation, labor and industry, environment and natural resources, public health, safety, health, emergency management, and forests, parks and recreation, as well as any other department or agency concerned with hazardous substances or wastes.

**GC-XVI. CHILD SUPPORT**

16.01. **Child Support:** (Applicable if the TENANT is a natural person, not a corporation or partnership.) TENANT states that, as of the date the Lease is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

TENANT makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the TENANT is a resident of Vermont, TENANT makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**GC-XVII. DBE PARTICIPATION**

17.01. **Policy.** STATE and TENANT acknowledge that they are aware of the policy of the United States Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of leases as defined in 49 C.F.R. Section 26.5. Consequently, these leases are subject to 49 C.F.R. Part 26, as applicable.

17.02. **TENANT's Obligation.** TENANT hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 C.F.R. Part 26 on the grounds of race, color, national origin or sex.

17.03. **Sublease Clause.** TENANT hereby assures that it will include the above clauses in all subleases and require subtenants to similarly include such clauses in further subleases.

**GC-XVIII. ACCEPTANCE OF FEES**

18.01. No acceptance by the STATE of rentals, fees, charges, or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions to be performed, kept or observed by TENANT, shall be deemed a waiver of any right on the part of the STATE to terminate this Lease for any subsequent violation by TENANT.

**GC-XIX. MISCELLANEOUS**

19.01. Except as alternatively set forth in Article 1, TENANT acknowledges the title of the STATE in the Premises described in this lease and agrees never to assail or resist said title.

19.02. TENANT agrees not to consume, sell or permit the sale of any beer, ale, wine or other spirituous liquor, of any kind whatsoever, upon or about the leased Premises.

19.03. TENANT agrees that no portion of the leased Premises shall be used as, or as a site for, a residential dwelling unit.

19.04. The topic headings of the articles or paragraphs in this Lease are for convenience and reference purposes only and are not to be considered or relied upon for purposes of the content of such articles or paragraphs.

19.05. TENANT, for itself its successors in interest, and assigns, does agree, as a covenant running with the land, that (a) no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities on the grounds of race, color, or national origin, (b) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, or national origin, (c) TENANT shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

19.06. This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 26, subpart F. TENANT agrees that it will not discriminate against any business because of race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 C.F.R. Part 23, Subpart F. TENANT agrees to include these statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

19.07. TENANT for itself, its successors in interest, and assigns, does agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the the property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, TENANT shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

19.08. All references to the term of this Lease shall mean the original term and any extension or renewals thereof.

19.09. The STATE shall be responsible for recording a memorandum of this Lease in the appropriate town land records, at TENANT's expense. The charge to record documents in the land records at inception of this Lease is Eight Dollars (\$8.00) per page. TENANT shall provide

**Request for Qualifications – Full Service Fixed Base Operator**

STATE with a check payable to “Town Clerk” in the amount of \$32.00 (approximately 4 pages at \$8.00 per page) at the execution of the lease to allow for recording.

19.10. This Lease with the terms and provisions contained herein constitutes the entire agreement between the parties. It supersedes and replaces all other agreements and representations in connection with leasing of the premises hereinafter described. Any amendments shall be made in writing, shall be signed by the TENANT and the STATE, and shall be acknowledged before a notary public.

19.11. The STATE shall have the right to amend this lease at any time changes in relevant federal, state, or local laws, rules, regulations, ordinances, by-laws, etc. are made.

19.12. TENANT shall comply with all applicable statutes, rules and regulations established by appropriate local, State or Federal governmental authorities, including, but not limited to, obtaining and bearing the cost of all necessary permits, licenses, and other items relative to TENANT’s operation.

19.13. This Lease shall inure to the benefit of, and be binding upon, the successors, executors, administrators and assigns of the parties.

19.14. The TENANT will take all measures reasonably required by the STATE to prevent persons from entering on or near the STATE’s adjacent property except as may be allowed herein by TENANT’s use of the Premises.

19.15. The STATE and its designees shall have the right of entry at any time during reasonable working hours for the purpose of inspection of the Premises.

19.16. This Agreement pertains only to the properties owned by the State of Vermont and administered by its Agency of Transportation and does not release TENANT from the requirements of any otherwise applicable statutes, rules, regulations or ordinances (*e.g.*, Act 250, local zoning, etc.).

19.17. No TENANT, subtenant, partner, affiliate, employee or officer of the TENANT shall utilize or employ the Premises or any rights or privileges acquired under the terms of the Lease, or knowingly allow such utilization or employment, in a manner which would constitute a violation of criminal law, whether state or federal.

19.18. No statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of the State of Vermont or the Vermont Agency of Transportation shall be binding on, or of any effect against, the State of Vermont or the Vermont Agency of Transportation.

**Request for Qualifications – Full Service Fixed Base Operator**

19.19. The TENANT agrees to comply with the Americans with Disabilities Act of 1990, as amended, and to assure that individuals with disabilities have equitable access to the services, programs and activities offered by the TENANT under this Lease.

19.20. If an ambiguity or question of intent arises with respect to any provision of this Lease, the Lease will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Lease.

**GC-XX. Dispute Resolution**

20.01. **Resolution of General Lease Disputes.** The parties shall attempt to resolve any general disputes that may arise under the Lease by negotiation. Any dispute not resolved by negotiation shall be referred to the STATE's appropriate Director for determination. If the TENANT is aggrieved by the decision of the Director, the TENANT may appeal in writing to the Secretary of Transportation, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Secretary may be appealed to Vermont Superior Court by either party as provided in Rule 74 of the Vermont Rules of Civil Procedure.

20.02. **Resolution of Disputes as to Fairness of Rents and Fees.** The parties shall attempt to resolve any disputes that may arise as to the fairness of rents and fees by negotiation. Any dispute not resolved by negotiation shall be referred to the STATE's appropriate Director for determination. If the TENANT is aggrieved by the decision of the Director, the TENANT may appeal in writing to the Transportation Board under 19 V.S.A. § 5(d)(6), through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The Board's decision may be appealed to Vermont Superior Court by either party as provided in Rule 74 of the Vermont Rules of Civil Procedure.

**GC-XXI. General Conditions**

21.01. The General Conditions of this Lease shall be incorporated into this Lease as an attachment and by reference.

**ATTACHMENT E**

**VTRANS FORM AF38**

**VERMONT AGENCY OF TRANSPORTATION**  
**Personal Service Contract**  
**Consultant Financial Background Questionnaire**  
**VAOT Form AF38**

FIRM NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON/ PHONE # \_\_\_\_\_

LOCATION OF ACCOUNTING RECORDS \_\_\_\_\_

**PURPOSE**

The Policy of the Vermont Agency of Transportation in the solicitation of professional services is to require the submission of certain levels of consultant and subconsultant financial background information based on the estimated total of the proposed contract. To become eligible for contract selection, a consulting firm and their proposed subconsultant(s) must provide the requirements of this form at the time of Proposal submittal. Please answer all questions. For those questions that are not applicable (N/A) please so state and provide a written explanation for the N/A response.

**AUDIT PROCEDURE**

Federal Regulations and Agency Policy require that a pre-award evaluation of all potential consultants be conducted. The objective of the pre-award evaluation will be to assess the acceptability of the consultant's:

1. Proposed Cost and Quantities
2. Accounting System
3. Financial Condition

**INSTRUCTIONS FOR FILING**

1. Complete Section One if you wish to be qualified to compete for estimated contract values up to \$100,000.
2. Complete Sections One and Two if you wish to be qualified to compete for estimated contract values up to \$500,000 and/or will be using an indirect cost rate to compute labor charges.
3. Complete Sections One and Three if you wish to be qualified to compete for estimated contract values greater than \$500,000 and/or will be using an independently audited indirect cost rate to compute labor charges.
4. Complete Section Four for ALL ENGINEERING CONSULTING and DESIGN SERVICES CONTRACTS – INDIRECT COSTS CERTIFICATION, regardless of amount; in addition to Sections One, Two and Three, as applicable, as described immediately above. Section Four Requirement EFFECTIVE January 1, 2011.
5. Consultant signature & notarization of this form is required (see form back).
6. This form remains valid for eighteen months from date of submission to VTrans. Submission is required based upon annual reporting/fiscal year.

\_\_\_\_\_  
**SECTION ONE**  
\_\_\_\_\_

1. Are time sheets maintained for all employees separating direct and indirect hours? Yes \_\_\_\_\_ No \_\_\_\_\_
2. Are time sheets certified by management? Yes \_\_\_\_\_ No \_\_\_\_\_
3. What accounting records are maintained to support financial transactions? Automated or Manual? (Indicate "A", "M" or "N/A")
  - a) General Ledger \_\_\_\_\_
  - b) Cash Disbursement Journal \_\_\_\_\_
  - c) Cash Receipts Journal \_\_\_\_\_
  - d) Payroll \_\_\_\_\_
  - e) Project Cost Register \_\_\_\_\_
  - f) Employee Time Card or Time Sheet \_\_\_\_\_
4. a) Describe the accounting for direct expenses that are reimbursed and the correlation to the indirect cost rate calculation (you may address the accounting entries in skeleton-form).  
b) Has your indirect cost rate been examined by a Regulatory Agency in each of the last three (3) years? If yes, submit copies of the examination report for the years under exam.
5. Explain the flow of items from source documents (time sheets, invoices) to the general ledger. (Attach Flow Chart if available)
6. List current employees who may work on VTrans contracts by name, job classification and rate of direct compensation.
7. Does the firm have policy and procedure manuals for:
  - a) Accounting Yes \_\_\_\_\_ No \_\_\_\_\_
  - b) Billing Yes \_\_\_\_\_ No \_\_\_\_\_
  - c) Direct and Indirect Costs Yes \_\_\_\_\_ No \_\_\_\_\_
  - d) Time Keeping Yes \_\_\_\_\_ No \_\_\_\_\_

## William H. Morse State Airport (DDH)

### Request for Qualifications – Full Service Fixed Base Operator

e) Leave Yes \_\_\_\_\_ No \_\_\_\_\_

f) Fringe Benefits Yes \_\_\_\_\_ No \_\_\_\_\_

g) Overtime Yes \_\_\_\_\_ No \_\_\_\_\_

h) Travel/Meals Yes \_\_\_\_\_ No \_\_\_\_\_

8. Describe how the cost system accumulates and summarizes project costs. Attach input process, and output flow chart. (IPOF)

9. Does the cost system labor summary reconcile with the payroll register and the general ledger? Yes \_\_\_\_\_ No \_\_\_\_\_

10. Federal Identification Number \_\_\_\_\_  
(continued on back)

**VERMONT AGENCY OF TRANSPORTATION**  
**Personal Service Contract**  
**Consultant Financial Background Questionnaire**  
(continued from front)

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**SECTION TWO**

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**Firms seeking estimated contract(s) valued from \$100,000 to \$500,000**

Attach a current indirect cost schedule prepared in accordance with Title 48 of the Code of Federal Regulations, Chapter 1, Part 31. **In accord with Part 31.203, indirect costs should pertain to and provide benefit to performance of contracts with the Vermont Agency of Transportation. Therefore, a field indirect cost rate, offsite indirect cost rate or otherwise adjusted indirect cost rate is required where applicable.** Also attach the following financial statements: balance sheet & income statement. All schedules and statements must cover a period ending no more than eighteen months prior to the proposal due date. They may be prepared by the submitting consultant or subconsultant as applicable, but preparation by an independent public accounting firm is preferred. If the above documents are current and on file with the Agency, do not resubmit them. A letter indicating the documents are on file with the Agency will be sufficient.

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**SECTION THREE**

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**Firms seeking estimated contract(s) valued at greater than \$500,000**

Attach a current indirect cost schedule prepared in accordance with Title 48 of the Code of Federal Regulations, Chapter 1, Part 31. **In accord with Part 31.203, indirect costs should pertain to and provide benefit to performance of contracts with the Vermont Agency of Transportation. Therefore, a field indirect cost rate, offsite indirect cost rate or otherwise adjusted indirect cost rate is required where applicable.** The indirect cost **audit** must be performed by an independent accounting firm or governmental body in accordance with generally accepted government auditing standards and practices. Sole proprietors and partners who cannot comply with this section should contact Contract Administration. Also attach the following financial statements: balance sheet & income statement. All schedules and statements must cover a period ending no more than eighteen months prior to the Proposal due date. The financial statements may be prepared by the submitting consultant or subconsultant, as applicable, but preparation by an independent public accounting firm is preferred. If the above documents are current and on file with the Agency, do not resubmit them. A letter indicating the documents are on file with the Agency will be sufficient.

**NOTE: An audited indirect cost rate schedule does not guarantee acceptance by VAOT and is subject to review by VAOT and /or its representatives.**

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**SECTION FOUR**

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**To be submitted with indirect cost schedule, regardless of whether or not it is audited; effective January 1, 2011**

On October 27, 2010, the Federal Highway Administration (FHWA), of the U.S. Department of Transportation, issued FHWA Order 4470.1A; with an effective date of January 1, 2011. This Order establishes the FHWA's Policy for contractor certification of the costs used to establish indirect cost rates in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) for engineering and design-related service contracts funded with Federal-aid highway program (FAHP) funding and administered by State Departments of Transportation (State DOTs), local public agencies, and other grantees and sub-grantees of FAHP funding (as specified under Section 112(b)(2) of title 23 of the United States Code (U.S.C.) (23 USC 112(b)(2) and defined in Section 172.3 of title 23 of the Code of Federal Regulations (CFR) (23 CFR 172.).

Please refer to the FAR and FHWA Order 4470.1A for further information and or clarification.

The Order requires indirect costs certification, via completion and attestation, via appropriate, authorized signature, of the attached form, for all engineering consulting and design contracts. VTrans requires certification for all such contracts, regardless of funds source.

Please complete the attached form.

**William H. Morse State Airport (DDH)**

**Request for Qualifications – Full Service Fixed Base Operator**

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**I hereby certify that the foregoing document and all attachments are a statement of facts:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title (Principal only) \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY, SS. \_\_\_\_\_

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC SIGNATURE**

**ATTACHMENT F**

**AIRPORT INSPECTION FORM**

**CAN BE SEEN AT:**

**[HTTPS://DOCS.GOOGLE.COM/FORMS/D/1ABXREEHZQ7FYN55DURRSLUY8QIYA266WJS4TID9IJRE/VIEWFORM](https://docs.google.com/forms/d/1ABXREEHZQ7FYN55DURRSLUY8QIYA266WJS4TID9IJRE/viewform)**

## ATTACHMENT G

### BASED AIRCRAFT FORM: SEE CURRENT FORM USED BY VTRANS

STATE HANGAR CUSTOMERS -- WITH AGREEMENTS															
Owner Name	Ref #	Operator Name	Tail Number	Location on Airport	Aircraft Type	Street Address	City	State	Zip	Phone number	e-mail address	Agreement duration	Billing cycle	Rental payment amount	Power Meter #

**William H. Morse State Airport (DDH)**

**Request for Qualifications – Full Service Fixed Base Operator**