INVITATION TO BID

University Contract for Air Travel Charter

Services for Football Team 2007 Football Season

ITB No.: #7353

Bids Due: March 30, 2007 @ 2:00PM

Refer <u>ALL</u> Inquiries to:

Willie Minton Senior Purchasing Agent Purchasing Department Florida A & M University 208 Foote-Hilyer Admin. Center Tallahassee, FL 32307 (850) 599-3203 (850) 561-2160 (facsimile) Willie.minton@famu.edu

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Invitation to Bid

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INVITATION TO BID NO.: #7353

BID TITLE: Air Travel for the 2007 Football Team Travel - Departure: Tallahassee, Florida

OPENING DATE: March 30, 2007 TIME: 2:00 P.M.

PURPOSE: The purpose of this solicitation is to acquire round trip air travel transportation for the 2007 Football Team Travel.

The successful Contractor will provide the services consistent with all local, state and federal rules and regulations applicable to the business they are in and must adhere to professional standards and use due care in performing all services required under this agreement in a manner consistent with generally accepted procedures for air travel Services. In addition, the successful Contractor is responsible for ensuring that the air travel services are provided consistent with the air travel service regulations. The applicable regulations from said governmental authorities will apply to the passengers receiving services under this agreement and to the air travel agency responsible for the trips.

Note: Time of departure from Tallahassee to be around 10:00am or to arrive to destination two hours prior to hotel checkin. (Hotel Check-in time is around 3:00pm to arrive about 2 hours before check-in time.

Sport	Est. # of Traveler's	Depart TLH	Return to TLH	Time	Destination	Type of Travel
Football	100	10/05/07	11/06/07	TBA	Indianapolis, IN	AIR (Charter)
Football	100	10/26/07	10/27/07	TBA	Baltimore, MD	AIR (Charter)
Football	100	11/09/07	11/10/07	TBA	Hampton, VA	AIR (Charter)

Calendar of Events

DATE March 19, 2007 - ISSUANCE OF BID INVITATION BY UNIVERSITY March 23, 2007 - DEADLINE FOR SUBMITTING QUESTIONS TO PURCHASING March 27, 2007 - Answer Question and Addendum Issued to Bidders March 30, 2007 - BID OPENING DATE AT 2:00PM April 03, 2007 - POSTING OF INTENT TO AWARD (OR OTHER NOTICE, AS APPROPRIATE) April 06, 2007 - END OF 72 HOUR PROTEST PERIOD 1.0 **INVITATION TO BID/PROPOSAL FORM** - Notwithstanding the references to the Department of Management Services and Chapter 287, Florida Statutes that are contained in the Acknowledgment Form (pages 1 and 2) this solicitation will be governed by the provisions of Rule 6C-18, ADMINISTRATION OF PURCHASING PROGRAM.

All bids/proposals must be submitted on the State of Florida, Invitation to Bid/Proposal Acknowledgement form in order to be considered in the award. The original form must be properly completed, executed and returned with the bid/proposal by the bidder/proposer including all submittals, documentation, brochures or pertinent requirements. For the purpose of this solicitation, the terms vendor, bidder and contractor have the same meaning. The paragraphs in the Special Conditions Section are numbered for the convenience of the University.

1.1 UNIVERSITY PURCHASING STAFF

The Purchasing Department employee named in this paragraph will be responsible for this bid/proposal solicitation including amendments and necessary coordination with University departments and vendors/contractors. Please contact in writing the Purchasing staff mentioned below: Willie Minton, (850) 599-3203, fax (850) 561-2160, e-mail: willie.minton@famu.edu

NOTICE TO VENDORS/CONTRACTORS- The employment of unauthorized aliens by any Vendor/Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor/Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the purchase order/contract.

1.2A AWARD

Award will be made to the lowest responsive qualified bidder who submits for the specified number of seats.

1.6 PURCHASE ORDER/CONTRACT

The University will issue a purchase order/contract to the successful bidder incorporating by reference all the terms and conditions of this bid solicitation including bid prices. The actual award of this bid is manifested by the issuance of the purchase order/contract to the successful bidder. The successful bidder is not to assume receipt of an award until the purchase order/contract is issued/executed in writing.

1.7 APPROVAL

A purchase order will be issued as a result of this bid with the understanding that all items delivered must meet the approval of the University official mentioned below. Materials not acceptable will be returned for credit. All approvals are made with the understanding that commodities and materials are in conformance with all aspects of the bid specifications. Approving official: Buddy Barker, Purchasing Director.

3.1 POSTING OF BID TABULATION

a. Bid tabulations with recommended awards will be posted for review by interested parties on the bulletin board outside the Florida A&M University, Purchasing Department, Foote-Hilyer Administration Center, Room 210, Tallahassee, Florida, 32307. The tabulation will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3)(b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted to the address in this paragraph.

All bids/proposals accepted by the University are subject to the University's terms and conditions and any and all additional terms and conditions submitted by the bidders/proposers are rejected and shall have no force and effect. Offers from the bidders listed herein are the only offers received timely as of the opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

b. PROTEST

Any notice of protest or formal written protest to the award or intended award which is filed before the bid tabulation posting is null and void. To be considered, a notice of protest or formal written protest must be filed within the time limits set forth in Section 120.57(3)(b), Florida Statutes.

The University reserves the right to reject any and all bids as may be required in the best interest of the University.

c. Posting DATES AND TIME of the bid tabulation will take place as indicated below. If unable to meet this posting schedule, the University will notify the bidders of the recommended action/award by fax with proof of receipt. The 72 hour period will begin at 5:00 p.m. of the business day on which the faxed notification is acknowledged by the bidder.

d. Any notice of protest or formal written protest to the specifications issued by the University must be filed within the time limits set forth in Section 120.57(3)(b),F.S.

e. Any notice of protest or formal written protest to any amendment issued by the University must be filed within the time limits set forth in Section 120.57(3)(b), F.S.

NOTICE OF BID/PROPOSAL PROTEST, BONDING REQUIREMENT

Any person or company/business who files an action protesting a decision or intended decision pertaining to bids/proposals administered by the University pursuant to Section 120.57(3)(b), Florida Statutes, shall post with the University at the time of filing the formal written protest, a BOND payable to the University in an amount equal to one (1) percent of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING bond. THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.

4.1 PAYMENT TERMS

Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P. O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice or the goods or services are received, inspected and approved, a separate interest penalty set by the Florida Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain applicable interest rate, contact the University's Accounting Department at (850) 410-9724. Payment to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .02740%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the

University. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. Further, the disbursement of funds from grants and aids for lobbying the legislature or a state agency is prohibited.

5.4 CANCELLATION

The purchase order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the University's performance standards.

7.1 AVAILABILITY OF FUNDS

The obligations of the University under the resulting contract/purchase order are subject to the availability of funds lawfully appropriated for its purposes by the Florida Legislature or specifically allotted for the purposes stated herein.

31.5 CONTRACTION'S INSURANCE

The successful bidder (Contractor) shall be required to furnish a commercial general liability policy and commercial or personal automobile liability policy of insurance protecting the University and the public against bodily injury and property damage, and professional liability (when required). The successful contractor shall also furnish worker's compensation coverage for employee job related injuries.

The contractor **SHALL NOT** commence any work in connection with this contract until the contractor has obtained all of the appropriate insurance coverage, and said coverage has been verified by the UBOT, protecting the UBOT and the public from any and all liability and property damage hazards which may result from the performance of this contract by the contractor. The UBOT shall be exempt from, and in no way liable for, payment of any sums of money associated with the contractor's insurance contract. The payment of such funds shall be the sole responsibility of the contractor.

All insurance shall be procured with insurers qualified and duly licensed to transact business in the State of Florida. Florida A&M University Board of Trustees, Florida A&M university, Florida Board of Education and the State of Florida shall be listed as additional insured for general liability and automobile liability coverage. Furthermore, the solicitation number and the name of the specific project must be listed in the 'Descriptions of Operations' section on the Certification of Liability Insurance. The requested coverage must also contain an endorsement giving Florida A&M University Purchasing Department thirty (30) days written notice in advance of any material alteration or cancellation.

The following is a schedule of the required coverage and the minimum policy limits acceptable by the University:

Evidence of the required insurance coverage must be provided to Florida A&M University, Purchasing Department, Foote-Hilyer Adm. Ctr., Room 208, Tallahassee, FL 32307; Attention: Purchasing Director. Such evidence is to be submitted for approval not less than ten (10) calendar days prior to the commencement of the term of the agreement.

54.1 PUBLIC ENTITY CRIMES

Any person submitting a bid or proposal in response to this invitation must comply with SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

55.1 IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Procedures for processing tie bids, such as flipping a coin or drawing straws publicly and in the presence of witnesses, will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendre to, any violation of chapter 893 or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free work-place through implementation of this section.

In addition, if two equal responses to an invitation to bid or request for proposals are received and one response is from a certified minority-owned firm or company, the University will enter into a contract with the certified minority business. Finally, the bid/proposal, which relates to commodities manufactured within the State of Florida or from any foreign manufacturer with a factory in the State employing over 200 employees working in the State, shall be given preference over the bid/proposal from any other bidder/proposer and any other foreign manufacturer, respectively.

As the person authorized to sign this bid document and bind the company/firm/business, I certify that this firm complies fully with the above requirements, and that proof will be provided upon request. Failure to submit proof within five (5) days of request by the University will result in disqualification as a bidder.

56.1 EQUAL OPPORTUNITY STATEMENT

The State University System believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.

Vendors and Contractors providing goods/services to the University are encouraged to take positive steps to assure that their personnel do nothing of a racially offensive nature during the performance of the contract. Racially offensive conduct by contractors and suppliers of goods/services to the University is forbidden by Rule 6C3-10.103 FAC. Further, Rule 6C3.125 FAC, Discrimination, Harassment, Complaint Procedures provides steps for filing a complaint involving either discrimination or harassment. For assistance, contact the University Director or Assistant Director of Purchasing.

57.1 ACCOMMODATIONS FOR DISABILITIES

Please indicate if special accommodation because of a disability is needed. If an accommodation is needed in order to participate in this activity, please contact the Purchasing Department at (850) 599-3203 at least seven (7) days prior to the activity. Contact the Purchasing Director or the Assistant Director.

57.2 Specifications - Bidders are required to meet or exceed the specification below:

57.2.1 Contractor's Requirements

- a) The contractor will provide charter plane for each football travel date needing air travel.
- b) Bidders must certify with their bid response that they will furnish a replacement if needed, of the same seating capacity within one hour of a trip being delayed for any reason other than inclement weather along route of the trip, between the point of origin and destination that.
- c) The successful contractor will be responsible for having the air travel at the appointed places, dates and times.
- d) The successful contactor will furnish a complete seating chart to the Athletic Department - Football Office Operations Manager at the time the contract /purchase order is issued.

- e) The price per ticket and/or charter must be firm and inclusive of all related charges including, but not limited to, excise taxes, passenger facility charge, other federal fees, fuel surcharge, tolls, insurance fees and security fees, pfc's, ground handling, onboard coordinator (escort), catering and refreshments, this quote is based on ground handling and fueling. The University will not allow price increases unless such charges are mandated by state or federal regulations. The University is the certificate holder of the Florida Tax Exemption No. 47-00-025014-57C and Federal Excise No. S9-73-0209K.
- f) The price, schedule or any other aspect of the services to be provided must not be contingent upon trips with other schools/universities.

g) The contractor will not subcontract the services unless it has prior written approval from the University.

- h) The bidder must be properly licensed/registered/insured at the time of the bid opening in order to do business. The proposer must comply with all local, state, and federal rules and regulations applicable to the line of business they are in and must adhere to professional standards and use due care in performing all services required under this agreement in a manner consistent with generally accepted procedures for charted air services/air transportation. The University retains the right to ask and receive proof of license/registration from the bidder after the bid opening date/time or prior to execution of the contract. Proof must be submitted within (10) calendar days of request. Failure to provide the proof requested within the time will be sufficient reason for contract termination at the option of the University.
- The biddder will be responsible for providing an aircraft with individual seat large enough for the large football players, coaches and travelers to sit comfortably in one seat.

57.2.2 University's Requirements

- a) Payment The University will make a down payment of 50 percent of the contracted amount (30) calendar days prior to the schedule trip. The University, upon boarding in Tallahassee per round trip, will pay the balance. The University will consider different payment terms if they are reasonable and not contrary to state regulations. It is anticipated that a purchase order will be issued to the successful contractor by to obligate the funds that will be used to pay for each round trip. is the earliest date for the University to obligate fund for the Fiscal Year 2007-2008.
- b) Award Notification The University will notify the successful bidder of the award on or about (30) days after the bid opening.
- c) Indemnification The State of Florida cannot agree to indemnify (hold harmless) the contracting party. Any such clause cannot be part of the contract/agreement.
- d) Insurance The State of Florida has limited authority to purchase insurance. Any clause requiring the University to purchase insurance cannot be part of this contract/agreement.
- e) The University will not be part of any contractor's activities involving bankruptcy, insolvency and receivership. The contractor will remain an independent contractor for the life of this transaction.
- f) The University cannot agree to any contractual term regarding liability or damages. The University will consider contractor's terms and conditions so long as they do not contradict University policies and state regulations. The contractor has an opportunity to submit contract documents for consideration by the University.
- g) The University will provide the contractor with the times and dates of departure/arrival. The information below is an estimated schedule for use during the bidding process. However, it reflects, with reasonable certainty, departure and arrival information.
- h) Cancellation In case events or circumstances beyond the control of either party do not permit the discharge of the contractual obligations by the parties, neither the University nor the contractor will be bound to the agreement.

- i) It the University cancels a trip within (30) calendar days of the scheduled trip, the University may be liable for 100 percent of the contracted amount applicable to the cancelled trip.
- j) It the university cancels a trip between 31 and 60 calendar days, the University may be liable for 20 percent of the contracted amount applicable to the cancelled trip.
- k) There will be no cancellation charges assessed to the University if the trips are cancelled (61) calendar days or more from the trip dates.

57.3 FORCE MAJEURE - No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

57.4 AMENDMENT

A written amendment may be issued prior to the bid opening which may modify, supplement or interpret any portion of this Invitation to Bid. No verbal or written information from other sources are authorized as representing the University.

57.5 INTERPRETATION

No interpretation of the meaning of the drawings, specifications, bidding documents, any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Each request shall be made in writing, addressed to the Senior Purchasing Agent mentioned in the Special Conditions Section, paragraph 1.1, page 3.

In case the University finds it necessary to supplement, modify or interpret any portion of the bidding documents prior to the bid opening date, a written addenda will be issued to the Invitation to Bid which will be mailed to all prospective bidders.

60.1 SUBMITTALS

Bidders are required to submit the documentation listed below with their bid reply. The bids are to be in a sealed envelope, marked with the bid number, title, opening date and time for identification that it is a sealed bid.

- 1. Invitation to Bid Acknowledgment Form, page 17, completed, executed and signed.
- 2. Submit the Price Sheet including acknowledgment of amendments issued by the University. The price per seat must be firm and inclusive of all related charges. Refer to Paragraph (57.2.1.g)
- 3. Submit a statement with your bid response indicating that the company will furnish a replacement of the same seating capacity within one (1) hour of a delayed for any reason other than inclement weather along route, between the point of origin and destination.
- 4. Submit you company's payment terms that involve applicable deposit and payment of remaining balance if they are different than those University's terms included in (Paragraph 57.2.2.a). The University will consider different payment terms if they are reasonable and not contrary to state regulations.
- 5. Submit contract documents and other applicable forms for review and consideration by the University. Such forms may be executed by the University so long as they do not contradict university's policies and state regulations.

Florida A&M University Purchasing Department

Price Sheet, Bid No. #7353

Name of Sport Team Travel

TLH/Indianapolis IN - ROUND TRIP

Price per	trip \$	each x 100 = \$ Total
Departure:	10/05/07	TLH/Indianapolis, IN @ Time
Return:	10/06/07	Indianapolis, IN/TLH @ Time
Type of ai	rcraft	Number of seats

TLH/Baltimore, MD - ROUND TRIP

Price per ti	rip \$	each x	x 100 = \$		Total
Departure: 1	10/26/07	T	LH/Baltimo	ore, MD	@ Time
Return: 1	10/27/07	B	Baltimore,	MD/TLH	@ Time
Type of airc		Number of	seats _		

TLH/Hampton, VA - ROUND TRIP

Price per	trip \$	each x 100 = \$ Total
Departure:	11/09/07	TLH/Hampton, VA @ Time
Return:	11/10/07	Hampton, VA/TLH @ Time
Type of ai	rcraft	Number of seats

*Please note the departure location (noted as TLH above) will be from the Tallahassee, Florida Airport.

Note: The price trip must be firm and inclusive of all related charges including, but not limited to, excise taxes, passenger facility charge, other federal fees, fuel surcharge, tolls, insurance fees and security fee. The University will not allow price increases unless such charges are mandated by state or federal regulations. The University is the certificate holder of Florida Tax Exemption No. 47-00-025014-57C and Federal Excise No. S9-73-0209K.

AMENDMENTS ISSUED BY THE UNIVERSITY

Failure to acknowledge receipt and compliance with the amendments issued by the University will result in disqualification.

Amendment No. _____ Dated _____

YOUR INITIALS

COMPANY'S NAME

TYPE THE NAME OF THE AUTHORIZED REPRESENTATIVE TO BIND THE COMPANY INTO A CONTRACT/PURCHASE ORDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

FEID NO./SOC. SEC. NO. (ENTER APPLICABLE NUMBER)

Phone number

Fax number

Email address

Appendix A

SOLICATION NUMBER		ERSITY DATE OF ISSUE	FLORIDA A&M UNIVERSITY COMPETITIVE SOLICITATION			
/353	7353 March 19, 2007		ACKNOWLEDGEMENT FORM			
SOL	ICATION	TITLE		SUBMIT	RESPONSES TO:	
University Co	ontrac	t for Air Travel		-	A&M UNIVERSITY	
-					NG DEPARTMENT	
Charter Servic	es to	r Football Team			OTE-HILYER	
				-	RATOR CENTER EE, FLORIDA 32307	
RESPONSE	SWILLB	E OPENED AT	Responses		at the exact above location at the	
		@ 2:00PM			date will not be considered.	
CORPORATE CHART	ER NO.	F.E.I.D./S.S.NO.		REASON FC	OR NO RESPONSE:	
			Did tobulations		BID TABULATION:	
			intended parties	at the location	award(s) will be posted for review by where the bids were opened and will	
					2 hours. Failure to file a protest within	
					on 120.57(3), Florida Statutes, shall	
			constitute a v		edings under Chapter 120, Florida	
					Statutes.	
			DELIVERY W	ILL BE	CASH DISCOUNT TERMS	
				1		
PLEASE FILL IN CO			AREA CODE		TELEPHONE NO. FAX NO.	
	ADDRES	00			TOLL FREE NO.	
			Email Address:			
			Web Address:			
I certify that this re	esponse i	s made without prior				
		r connection with any nitting a response for the	AUTHORIZED SIGNATURE (MANUAL)			
		ent or services and is in all				
		or fraud. I agree to abide				
by all conditions of this response and certify that I am						
authorized to sign this response for the responder and that						
the responder is in compliance with all requirements of the Competitive Solicitation, including but not limited to certification requirements. In submitting a response to the Florida A&M University, the responder offers and agrees that if the response is accepted, the responder will convey,						
			AUTHORIZED SIGNATURE (TYPED) TITLE			
sale, assign or transfer to this Florida A&M University all						
rights, one and interest in and to all causes of action it may						
now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing related						
to the particular commodities or services purchased or acquired by the Florida A&M University. At the University's						
discretion, such assignment shall be made and become						
effective at the time the University tenders final payment to						
the responder.			·			