FLORIDA A&M UNIVERSITY
PURCHASING DEPARTMENT
Foote-Hilyer Administrative Center
1700 Lee Hall Drive, Room 208
Tallahassee, Florida 32307-3200
Telephone Number: (850) 599-3203

INVITATION TO BID
Bidder Acknowledgement

BID TITLE: Charter Aircraft Service

FLORIDA A&M UNIVERSITY.

Submit Bids to:
FLORIDA A&M UNIVERSITY
PURCHASING DEPARTMENT
Foote-Hilyer Administrative Center
1700 Lee Hall Drive, Room 208
Tallahassee, Florida 32307-3200
Telephone Number: (850) 599-3203

MAILING DATE: June 9, 2009
BID TITLE:
Charter Aircraft Service

1. EXECUTION OF BID: Bids must contain an original manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number shall appear on each pricing page of the proposal as required.

2. NO BID SUBMITTED: If not submitting a proposal, respond by returning only this proposal acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the proposer's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO BID", and it must be received no later than the stated proposal opening date and hour.

3. BID OPENING: Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the bidder's responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the proposal receipt and other generic administrative information may be announced and recorded on the proposal opening date. The contents of the proposals will be kept confidential for 10 calendar days, or date of award, whichever is sooner. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the University and State of Florida.

a) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

b) TAXES: FLORIDA A&M UNIVERSITY, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

c) DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

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I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same commodities/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid, the bidder certifies that all items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

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I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same commodities/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid, the bidder certifies that all items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

6. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

b) Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.

c) The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.

d) The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this agreement for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

e) Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.
10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Florida A&M University or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and Bidders must disclose with their proposal any such conflict of interest.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in proposals received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person who is adversely affected by the University’s decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(6). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:
   a) Contractor’s name being removed from the Purchasing vendor mailing list.
   b) All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses the University for all reprocurement and cover costs.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this proposal the proposer shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor’s breach of this contract or the contractor’s negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the bidder’s facilities at any time with prior notice.

20. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4 p.m., excluding State of Florida and University’s holidays, unless otherwise specified.

21. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a part of the University’s records. Any person who is adversely affected by the University’s decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(6). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

22. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:
   a) Record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading.
   b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
   c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
   d) Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.

23. AS SPECIFIED: A purchase order may be issued to the successful bidder with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with specifications as stated herein or fails to meet the University’s standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. BID PREPARATION: All costs associated with responding to this ITB are the sole responsibility of the Vendor.

25. 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.

26. POLICIES AND RULES: All Vendor employees and their agents will govern their conduct in a professional business manner. Sexual harassment, discrimination and/or any other behavior considered unprofessional, disruptive or not conducive to the University environment or in violation of University policies will not be tolerated. Any vendor employee participating in unacceptable activities will not be allowed to continue performance. Chronic behavioral or conduct problems with vendor employees may result in cancellations/termination of any agreement/purchase orders issued.

The Vendor, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to insure the safety and well being of University personnel. Unsafe practices or the reckless endangerment of personnel may result in the cancellation/termination of any agreement/purchase orders issued. Any agreement/ purchase orders issued to the Vendor does not protect nor relieve the Vendor of responsibility from any fines or other actions that may be taken as a result of a violation.

27. PUBLIC ENTITY CRIME LAW: In accordance with FLORIDA A&M UNIVERSITY’s Regulation 6.005(6): The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida’s convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by a public entity pursuant to Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University’s estimate of the total volume of the contract or $10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Bidder in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University’s estimate of the contract amount for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, FLORIDA A&M UNIVERSITY may, in either case, accept a cashier’s check or money order in the amount of the bond.

FAILLURE TO FILE THE PROPRIETOR BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.
INVITATION TO BID

Charter Aircraft Service

For

Florida A&M University (FAMU)

ITB No.: #7387

Refer ALL Inquiries to:

Purchasing Department
Florida A & M University
208 Foote-Hilyer Administration Center
Tallahassee, FL 32307
(850) 599-3203 (Office)
(850) 561-2160 (Fax))

E-mail:
Purchasing@famu.edu

Website:
http://www.famu.edu/index.cfm?Purchasing&Solicitations
Expanded Contents

Invitation to Bid

Instruction to Bidders

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INVITATION TO BID NO.: #7387

BID TITLE: Charter Aircraft Service for Florida A&M University (FAMU)

OPENING DATE: June 24, 2009 TIME: 3:00 P.M.

PURPOSE: The purpose of this solicitation is to acquire round trip chartered air transportation for Florida A&M University (FAMU) football team. See specifications for further details.

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 approved charter companies.

Calendar of Events

June 09, 2009--------ISSUANCE OF BID INVITATION BY UNIVERSITY
June 16, 2009--------DEADLINE FOR SUBMITTING QUESTIONS TO PURCHASING
June 18, 2009--------PURCHASING RESPONSE/ISSUED ADDENDUM TO BIDDERS
June 24, 2009--------BID OPENING DATE AT 3:00PM
June 29, 2009--------POSTING OF INTENT TO AWARD (OR OTHER NOTICE, AS APPROPRIATE)
July 02, 2009--------END OF 72 HOUR PROTEST PERIOD

Section #1

1.0 INVITATION TO BID/PROPOSAL FORM

All bids/proposals must be submitted on the Florida A&M University, 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.

2.0 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.

3.0 AWARD

As the best interest of the Florida A&M University (FAMU) may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technically in bids received. When it is determined there is no completion to the lowest responsive bidder, evaluation of other bids are not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

4.0 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.

5.0 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: Stephany Fall, Purchasing Director.

6.0 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 208, 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 ten (10) percent of the total volume of the contract or $10,000, 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 bond. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

7.0 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 (904) 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.
8.0 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.

8.1 RIGHT TO TERMINATE

In the event that any of the provisions of a contract resulting from the bid award are violated by the successful bidder, the University may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all violation(s) shall not be affected by any such termination.

9.0 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.

9.1 PRICES

Firm prices shall be bid and include all services rendered to the purchaser. The University will not allow additional prices if they were not initially included in your proposal reply. Therefore, the proposer must include all cost associated with this transaction.

10.0 CONTRACTOR'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:

**Commercial General Liability**
- $1,000,000 each occurrence
- $2,000,000 aggregate

**Automobile Liability**
- Combined Single Limit - $1,000,000 each occurrence

**Worker’s Compensation and Employer’s Liability**
- Worker’s Compensation limit of liability as provided by Florida Statutes Chapter 440.
- Employer’s Liability $500,000

**Professional Liability**
- $1,000,000 per occurrence

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.

**11.0 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.

**12.0 IDENTICAL TIE BIDS**

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.

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 Florida Statue 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.

13.0 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.

14.0 ACCOMMODATIONS FOR DISABILITIES

If an accommodation is needed in order to participate in this bid opening, please contact the Purchasing Department at (850) 599-3203 at least seven (7) days prior to the opening date.

15.0 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.

16.0 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.

17.0 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 Purchasing Staff mentioned in the Special Conditions Section, paragraph 2.0, page 5.

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.

18.0 BID BOND

Each bid must be accompanied by a Certified or Cashier’s Check or a bid bond equivalent to one (1) percent of the total base bid. The base bid represents the amount to be considered for award purposes and excludes options and alternates. Alternates and options will be clearly identified in the bid document for the convenience of the bidders. All checks must be made payable to Florida A&M University. Unsuccessful bidder’s checks will be returned upon evaluation and award of the bid. Failure to submit a bond or a check with the bid will result in disqualification.

19.0 PERFORMANCE AND PAYMENT BOND

The successful bidder shall furnish a surety bond as security for faithful performance of services/delivery of products under the purchase order/contract awarded as a result of this bid, and for the payment of all persons performing labor, and furnishing materials in connection therewith. Surety of such bond shall be in an amount equal to the bid. The attorney-in-fact who signs the bond must file with the bond a certificate and effective dated copy of power of attorney. This performance and payment bond in the amount of the bid award must be received by the Director of Purchasing no later than (5) calendar days after notification of award. Failure to provide the bond as specified will result in disqualification and the purchase order/contract will be cancelled immediately.
Section #2 – Special Conditions

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

Florida A&M University
Charter Aircraft Service
Department of Intercollegiate Athletics
Football Team – 2009 Season

The Florida A&M University Athletic Department is requesting prices for charter aircraft service to transport its Football Team for the 2009 season. Aircraft specifications and the 2009 Game Schedule for 5 flights are listed below.

Aircraft Specifications

All bids 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), as well as athletic catering on both outbound and inbound flights.

Aircraft shall have a passenger seating capacity of at least 120. The University will be receptive to bids for aircraft that can seat 140.

Aircraft payload must be large enough to transport team, guest, and all passenger luggages. Because the aircraft will be transporting football players, the average passenger weight will be approximately 230 pounds per person.

All flights shall depart and return to (TLH) Tallahassee Regional Airport, Tallahassee, Florida. The Aircraft will need to depart (TLH) Tallahassee, Florida at approximately 1:00 P.M. (local time) for outbound flights on Fridays.

Return flights will depart approximately 5-6 hours after game starts or 2 hours after game ends.

All flights shall include athletic catering for each passenger, which will include no less than Standard Athletic beverage and snack service for outbound flights and (2) two six inch hoagie sandwiches, bag of chips, large candy bar, and a piece of fruit, one large bottle of water, one large bottle of sport drink for inbound flights.

1.1 Contractor’s Requirements

a) The contractor will provide charter air craft 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.

i) The bidder 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.

### 1.2 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 2009-2010 (Money will be held in 3rd party escrow until flight completed).

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) There will be no cancellation charges assessed to the University if the trips are cancelled (61) calendar days or more from the trip dates.
2.0 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.

1. Invitation to Bid Acknowledgment Form, completed, executed and signed.

2. Submit the Price Sheet, and acknowledgment of amendments form issued by the University. The price sheet must include the breakdown of all costs for each charter including fuel, security, taxes and fees. Identify all variable costs and include a timeline for all deposits, fuel invoices and payments. Also include any non-financial compensation contributions such as sponsorships, scholarship, marketing, advertising, student employment, internships, and any other such programs.

3. Submit copy of required Business License.

4. Submit copy of required Insurance.

5. Submit Bid Bond, certified/cashier’s check for Ten (10) percent of the total base bid.

6. Submit three (3) references: including name of company, contact person and phone number.

7. Submit your company’s payment terms that involve applicable deposit and payment of remaining balance if they are different than those the University’s terms included (7.0 Payment terms). The University will consider different payment terms if they are reasonable and not contrary to state regulations. All good faith deposits shall be held in escrow by a third party agreeable to both the Contractor and the University. Deposits funds shall be released to the contractor on completion of the designated trip.

8. Submit a statement with your bid response indicating that your 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.

9. Submit a comprehensive and detailed plan for servicing Florida A&M University (FAMU) aircraft charter service. Include any information regarding the aircraft, operator, security reports, flight meals, licenses, certifications, insurance, and other pertinent information regarding the service to the University.

10. Notice of Conflict of Interest.

Florida A&M University reserves the right to contact any References, Businesses, or Institutions submitted.
## 2009 GAME SCHEDULE

<table>
<thead>
<tr>
<th>GAME DATE</th>
<th>OPPONENT</th>
<th>TENTATIVE GAME TIME</th>
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<tbody>
<tr>
<td>Game 1. September 10, 2009</td>
<td>Winston Salem State</td>
<td>TBA</td>
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<tr>
<td>Game 2. October 10, 2009</td>
<td>University of Miami</td>
<td>TBA</td>
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<tr>
<td>Game 3. October 17, 2009</td>
<td>South Carolina</td>
<td>TBA</td>
</tr>
<tr>
<td>Game 4. October 31, 2009</td>
<td>Morgan State</td>
<td>TBA</td>
</tr>
<tr>
<td>Game 5. November 14, 2009</td>
<td>Hampton University</td>
<td>TBA</td>
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## FLIGHT SCHEDULE

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<tr>
<th>Date</th>
<th>Time</th>
<th>From:</th>
<th>To:</th>
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<tbody>
<tr>
<td>Thursday September 9, 2009,</td>
<td>TBA</td>
<td>(TLH) Tallahassee Regional Airport</td>
<td>(Smith Reynolds) International Airport Winnson-Salem, NC</td>
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<td>Saturday September 10, 2009</td>
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<td>Winston-Salem, NC</td>
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<td>(TLH) Tallahassee Regional Airport</td>
<td>(CAE) COLUMBIA</td>
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<td>Metro Airport Columbia, SC</td>
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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
A. NOTICE OF CONFLICT OF INTEREST

Company or Entity Name  ________________________________

For the purpose of participating in the Request for Response process and complying with, the provisions of Chapter 112, Florida Statutes, and University Regulation 6.002, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the Florida A & M University or Users:

________________________________________  ______________________________________

________________________________________  ______________________________________

________________________________________  ______________________________________

The persons listed below are current University employees who own an interest of five percent (5%) or more in the company/entity named above:

________________________________________  ______________________________________

________________________________________  ______________________________________

________________________________________  ______________________________________

The above information is true and correct to the best of my knowledge. Signed on this ________, day of, ________________________________, 2009.

________________________________________

Signature

________________________________________

Print Name and Title