

INVITATION TO BID (ITB) - ELECTONIC

1. FILE NUMBER: ITB 25-004
2. DUE DATE – NO LATER THAN Friday, July 5, 2024 by 4:30 p.m. (Central Time).
3. FOR THE PURCHASE OF: Charter Flight for APSU Athletics Football Fall 2004
4. FOR DELIVERY TO: Austin Peay State University, Clarksville, Tennessee
5. I (We) propose to furnish the goods and/or services specified herein, at the price(s) quoted opposite each item listed in this Intent to Bid.
6. It is understood and agreed that this quotation shall constitute an offer to sell which when accepted in writing by Austin Peay State University's Procurement and Contract Services, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and APSU.
7. Institution is exempt from state, federal, and local taxes; do not include taxes in quotation. Quote F.O.B., Austin Peay, Clarksville, Tennessee. Minimum terms: Net 30 days. Prepayment not allowed.
8. **IMPORTANT:** This quotation must be manually signed by Seller's person with proper signature authority. Failure to sign and submit **signature** on this document will result in **REJECTION** of your quotation. **Acceptable signatures: Digitally verified & wet (scanned). Not acceptable: Computer generated (Word etc.)** Quotation must be received in the Procurement and Contract Services by the designated time or bid will be **REJECTED**. **Electronic bids will be accepted and are encouraged** .
9. These prices will be extended will not be extended to other state institutions of higher education.
10. If accepted within 30 days of bid opening (above), the undersigned offers and agrees to honor this quotation.

(Name of Corporation, Firm or Person)	(Number of Days to Make Delivery)
(Mailing Address – PO Box or Street)	(Email)
(City, State, ZIP Code)	(Telephone/Fax Numbers)
(Authorized Signature for the Bidder)	(Date Signed)
(Typed or Printed Name and Title of Person Signing)	(F.O.B. Point) Austin Peay State University, Clarksville, TN

QUOTATION CERTIFICATION FORM
THIS FORM MUST BE RETURNED WITH THE INTENT TO BID

I certify that this quotation is not made in connection with any other bidder submitting a quotation for the same commodity(s) and this quotation is in all other respects fair and without collusion, raid or conflict of interest.

I additionally certify, by signature below and submission of this quotation, that neither my principals nor I are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

The (Proposer/Bidder/Vendor) certifies, by signature below and submission of this (proposal/bid) that neither I nor my principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Pursuant to TCA Code 12-4-120, all solicitations for goods and services must require contractors to be registered with the Department of Revenue for the collection of Tennessee sales and use tax.

Concerning the certification above, if you are unable to certify to any of the statements in that certifications, an explanation must be attached to your quotation.

I further certify that I received, as part of this bid document, Austin Peay's Minimum Bid Terms and Conditions

Authorized Signature for Bidder

Typed Name: _____ Title: _____

TYPE OF BUSINESS: (Check Only One)

- Agriculture, Forestry or Fishing
- Mining
- Construction Services
- Wholesale Trade
- Retail Trade
- Service Industry
- Manufacturing

ANNUAL SALES: (Check Only One)

- Less than \$499,999
- \$500,000 through \$999,999
- \$1,000,000 through \$1,499,999
- \$1,500,000 or More

BUSINESS OWNERSHIP: (Check Only One)

- Non-Minority
- Government
- Non-Profit
- Disabled
- Service Disable-Veteran
- Minority*
- Woman
- Small
- Other

OWNERSHIP ETHNICITY (Check Only One)

- African American
- Asian American
- Native American
- Hispanic American
- Caucasian
- Other

*MINORITY OWNERSHIP CLARIFICATION: "Minority-owned business" means a business which is solely owned, or at least 51% of the assets or outstanding stock of which is owned, by an individual who personally manages and controls the daily operations of such business and who is impeded from normal entry into the economic mainstream because of: a) Past practices of discrimination based on race, religion ethnic background or sex;)b A disability defined as a physical impairment that, in the written opinion of a person's licensed physician, substantially limits one or more than five years, (as herein, "major life activities" means caring for oneself, and performing manual task – which includes writing, walking, seeing, hearing, speaking and breathing, (T.C.A. 4-26-102); or c) Past parities or racial discrimination against African Americans (T.C.A. 12-3.802).

MINIMUM GENERAL BID CONDITIONS

1. PREPARATION AND SUBMISSION OF BID.

- a. Failure to examine any drawings, specifications, or instructions will be at the bidder's risk.
- b. **BID SUBMITTAL / SIGNATURE:** Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the bid number. The person signing the bid must show his title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the institution. Bids must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the bid.
- c. Bids are to be received in the location designated on the bid no later than the specified date and time. Late bids will NOT be opened or considered.
- d. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.
- e. Discounts other than "Time" or "Cash" offered should be deducted from the unit price.
- f. **Specifications:** Reference to available specifications shall be sufficient to make the terms of the specifications binding on the bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the bid. Bidders are required to notify the Institution's ITB Coordinator whenever specifications/procedures are not perceived to be fair and open. All suggestions or objections shall be made in writing and received by the ITB Coordinator at least three (3) working days prior to the bid opening. The articles on which the bids are submitted must be equal or superior to that specified. **Informative and Descriptive Literature:** The bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced; to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.
- g. **Samples:** Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request within ten (10) days of bid opening, be returned at the bidder's expense. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.
- h. **Time of Performance:** The number of calendar days in which delivery is to be made after receipt of order shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.
- i. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination.
- j. New materials and supplies must be delivered unless otherwise specifically stated in the bid.
- k. Alternate/multiple bids will not be considered unless specifically called for in the bid.
- l. **Bond requirements.** The institution reserves the right to require that the selected vendor post a performance and/or payment bond in such amount as deemed reasonable by the institution. Any bond requirement should be included in the bid, itemized separately.
- m. Only bids submitted on bid forms furnished by the Institution will be considered, except that the Institution reserves the right to consider telephone, faxed or electronically submitted bids for purchases totaling less than \$50,000 if received by the deadline and confirmed in writing within five (5) days on Institution forms.
- n. By signing this bid where indicated, the bidder agrees to strictly abide by all state and federal statutes and regulations. The bidder further certifies that this bid is made without collusion or fraud.
- o. **Failure to Bid/Error in Bid.** Failure to bid without advising the Institution that future invitations for bids are desirable may result in removal from Institution's bidders' list covering this category of items. In case of error in the extension of prices in the bid, the unit price will govern. Late bids will NOT be opened or considered. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered. No bid shall be altered, amended or withdrawn after opening. After bid opening, a bidder may withdraw a bid only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the bid would impose unconscionable hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Bid withdrawals will be considered only upon written request of the bidder.

2. **INSPECTION.** All bids will be publicly opened and are subject to public inspection after the award. Bidders may be present at bid opening.

3. **ACCEPTANCE AND AWARD.** The Institution reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the bidder to accept any item in the bid. Action to reject all bids shall be taken

for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the Tennessee Board of Regents.

- a. Contracts and purchases will be made with the lowest, responsible, qualified bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered and the delivery terms will be taken into consideration.
 - b. The Institution reserves the right to order up to 10% more or less than the quantity listed in the bid.
 - c. If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the Institution shall have sixty (60) days to accept.
 - d. A written purchase order mailed or otherwise furnished, to the successful bidder within the time period specified in the bid results in a binding contract without further action by either party. The contract may not be assigned without written Institution consent.
 - e. If the appropriate space is marked on the bid, other state institutions of higher education may purchase off the contract during the same period as the Institution.
4. **DISCOUNT PERIOD.** Time in connection with discount offered will be computed from the date of delivery at destination, or from the date correct invoices are received, whichever is later.
 5. **DEFAULT OF SELECTED VENDOR.** In case of vendor default, the Institution may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost.
 6. **INSPECTION OF PURCHASES.** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. Institution shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires Institution to use nonconforming materials, an appropriate reduction in payment may be made.
 7. **TAXES.** Institution is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to, or performing repair work on real property for Institution are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.
 8. **NONDISCRIMINATION.** The Institution and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
 9. **PROHIBITIONS/NO VENDOR CONTRACT FORM/TENNESSEE LAW/AUDIT.** Acceptance of gifts from vendors is prohibited. TCA §12-3-106. Bidding by state employees is prohibited. TCA §12-4-103. The bidder warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee. The contract documents for purchase under this bid request shall consist of the successful bidder's bid and the Institution's purchase order. **Bidders may not require any other written contract terms or conditions, nor may any other terms and conditions be imposed by means of subsequent documents, such as invoices, warranty agreements, license agreements, etc. Should the bidder request exceptions to terms and conditions and/or those proposed by the bidder vary from the bid and Institution Policies and Guidelines, Institution may render the bid unresponsive and subject the bid to rejection. The contract shall be governed by Tennessee law.** For all awards other than for a firm, fixed price, vendor shall maintain books and records for a period of three (3) years from final payment, and these records shall be subject to audit by the State.
 10. **PURCHASING POLICIES/BID PROTESTS.** This bid request and any award made hereunder are subject to the policies and guidelines of Institution (available upon request). Bid protest procedures are available at: www.apsu.edu/procurement.
 11. **ILLEGAL IMMIGRANTS.** By acceptance of this Contract, Contractor is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in delivery of the goods/services under this order. If Contractor is discovered to have breached this attestation, it shall be prohibited from supplying goods/services or submitting a bid to any LGI institution or other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, 0620.

- 12. SALES AND USE TAX.** Before the Purchase Order/Contract resulting from this RFP is signed, the apparent successful bidder must be registered or exempted from registration with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration or exemption. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
- 13. IRAN DIVESTMENT.** By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Seller is not on the list created pursuant to § Tenn. Code Ann. § 12-12-106

SCHEDULE OF EVENTS

The following Schedule of Events represents the Institution's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., (CST).

<p>NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Bidders.</p>		
EVENT	TIME	DATE (<u>all</u> dates are Institution business days)
1. Institution Issues ITB 25-004		Tuesday, June 11, 2024
2. Written Questions/Comments Deadline	4:30 pm	Friday, June 21, 2024
3. Institution Responds to Written/Comments Questions and any amendments - <u>POSTED ONLINE ONLY</u>	4:30 pm	Friday, June 28, 2024
<p>4. Bid Deadline – 505 York Street Clarksville, TN 37040 – hard copy</p> <p>Electronic bids – waltonp@apsu.edu</p> <p>Please ensure “ITB 25-005” is clearly marked on all communications.</p>	4:30 pm	Friday, July 5, 2024

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	ITB 25-004
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

SCOPE / PURPOSE OF BID:

Austin Peay State University requests bids from qualified air charter companies to provide air charter service for its football team and related personnel in accordance with the terms and specifications as outlined herein.

Mock Itinerary – Utah Tech University

Friday, November 15th

11:30AM (CST)	Depart Fortera Stadium for Nashville International Airport (BNA)
12:30PM (CST)	Arrive at Nashville International Airport (BNA)
1:45PM (CST)	Takeoff from Nashville International Airport (BNA)
4:15PM (MST)	Land at St. George Regional Airport (SGU)
4:40PM (MST)	Depart St. George Regional Airport (SGU)
5:00PM (MST)	Arrive at Holiday Inn St. George Conv Ctr & Hyatt Place St. George Conv Ctr

Saturday, November 16th - *Based on a 6pm Kick – This is not confirmed*****

6:00PM (MST)	Kickoff
10:30PM (MST)	Depart for St. George Regional Airport (SGU)
10:50PM (MST)	Arrive at St. George Regional Airport (SGU)
11:45PM (MST)	Takeoff from St. George Regional Airport (SGU)
4:15AM (CST)	Land at Nashville International Airport (BNA)
4:55AM (CST)	Depart for Fortera Stadium
5:55AM (CST)	Arrive at Fortera Stadium

Travel Party Size: Approximately 150 passengers plus team equipment). Maximum Payload of 34,000 lbs. Our EQ truck will be making the trip so we will not be loading equipment on the plane. If we do bring any equipment it will be small items and personal baggage.

Services to be Provided by Contractor:

- Load team equipment directly onto plane from equipment truck.
- Board passengers directly onto plane without commercial-type check-in process.
- Bid price is to include aircraft, crew, ground handling, landing fees, applicable taxes, and other services, required to deliver group to and from desired destination.
- 1. Food: We will order food from an outside vendor for them to take on the plane
- Beverages: Austin Peay State University will provide Coke products upon guest boarding plane with vendor food. **Austin Peay Stat University requests Coke products be served by winning Bidder during flight if possible.**
- Waste disposal required.

Bidder must provide detailed information regarding the following:

- Air Carrier: _____
- Model / type aircraft bid: _____
- Fuel burn per hour (in gallons): _____
- Number of hours estimated for trip: _____
- Services included in bid (other than those listed above): _____

- References: Provide at least 3 references of similar sized groups for which Bidder has provided air charter services. Please include name and phone number of contact person for each reference listed. (Attach sheet with reference information and include with bid response.) Failure to include reference information or an unfavorable reference is grounds for rejection of bid without further consideration, at APSU's sole discretion.
- Information regarding size of Carrier's fleet of planes, number of pilots and experience of crew, etc. for quality determination. Also attach information regarding the carrier's safety rating and any accident and incident data for the past ten (10) years. (Attach sheet(s) with this information and include with bid response.) Failure to include this information or information that indicates insufficiency in any area is grounds for rejection of bid, at APSU's sole discretion.
- If Bidder requires APSU to execute any additional documents relative to this service, an example of such document containing all relative terms and conditions should be provided with the bid document. All terms and conditions shall be applicable to APSU only to the extent permitted by Tennessee Law.
- Bidder must possess all appropriate licenses, permits, certificates, etc. APSU reserves the right to require Bidders to provide evidence of possession of all licenses, permits, certificates, etc.
- Air Carrier must hold a CFR 14 Part 121 or Part 135 certification per FAA regulations. Proof of such certification is to be included with bid response.
- Should an event beyond a party's reasonable control occur, including but not limited to, war, act of God, riot, or natural disaster, that party will be excused from performing its obligations under the contract, provided the following provisions are met: (1) The affected party must promptly notify the other party of the occurrence of the event, its effect on performance, and how long that party expects it to last, and (2) the affected party shall update that information as reasonably necessary and use reasonable efforts to limit damage to the other party and to resume its performance under the Contract. In addition, APSU may, in its sole discretion, cancel the charter contract without penalty due to reasons including, but not limited to, health concerns, pandemic, or other similar condition.

INSURANCE REQUIREMENTS: The Contractor must maintain the following minimum coverages during the term of the Contract:

- Workers Compensation: \$1,000,000
- Commercial General Liability (CGL):
 - Each Occurrence Limit: \$1,000,000
 - Damage to Rented Premises – Ea. Occ.: \$300,000
 - Medical Expense – Any one person
 - Personal & Advertising Injury Limit: \$1,000,000
 - General Aggregate Limit: \$2,000,000
 - Products/Completed Ops Aggregate Limit: \$2,000,000
- Aircraft Liability: \$50,000,000

Contractor's insurance must name APSU University, its Board of Trustees, officers, employees, agents and volunteers as Additional Insureds with respect to the General and Aircraft Liability policies. A Waiver of Subrogation applies to Workers Compensation, General and Aircraft Liability policies and must be listed on the certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A 30-day notice of cancellation is required.

PRICING:

Bid for Charter Flight (not including fuel cost): \$ _____

Fuel Charge (based on \$4.00/gallon) * \$ _____

Total Bid Price \$ _____
(includes all goods and services as outlined in the RFQ.)

***Note: Fuel charge is to be bid separately. \$4.00 per gallon will be used for bid evaluation and comparison purposes only. Bids submitted based on another fuel base will not be considered for award.**

APSU understands that above price may vary, based on market price of fuel on date of flight – price may be more or less than indicated above depending on fuel prices. Documentation related to actual fuel costs and applicable charges will be required in order to process payment.

NCAA. Bidder agrees to comply with relevant National Collegiate Athletic Association (NCAA) legislation, interpretations and policies, located on the [NCAA website](#) and as amended from time to time, on the use of a student-athlete's name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule 12.5.2 "Use of Student Athlete Name or Likeness." Bidder further agrees to immediately report any real or suspected violation of the NCAA legislation, interpretations, and/or policies to Tara Patterson pattersont@apsu.edu.

NOTE: As a state funded entity, APSU cannot agree to the provisions listed below. Vendor's response to the bid signifies its willingness to modify its standard contract as required by Tennessee law, including but not limited to the following:

- Indemnification. APSU does not have the authority to indemnify a party on behalf of the state. The following provision will replace any provision requiring indemnification: *Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. §9-8-307.*
- Attorney Fees. Payment by APSU of attorney fees of another party is prohibited under Tennessee law.
- Binding Arbitration. APSU cannot agree to binding arbitration. No settlement reached is binding on APSU unless and until approved by the Attorney General of the State of Tennessee in accordance with Tennessee law.

Bids to be submitted to waltonp@apsu.edu.

Bid Award: To view a bid tabulation after intent to award, please visit this link: <https://www.apsu.edu/procurement/bid-awards.php> Results are listed according to fiscal year then by date of bid opening.

APSU is an EEO/AA/Title IX/Section 504/ADA employer