



REQUEST FOR QUOTATION (RFQ)

Department: Football - Athletics
Requisition No.: 189001882

Date: 7/11/2024

Deliver Completed Bid to:
Tennessee Tech University
Derryberry Hall, Suite 301
Box 5144, 1 William L. Jones Dr.
Cookeville, TN 38505-0001
www.tntech.edu/purchasing/
Ph: (931) 372-3491 / Fax: (931) 372-3727

Purchasing and Contracts Office
RFQ Coordinator: Donna Wallis
Phone: 931-372-3492
Email: dwallis@tntech.edu

Bids must be received in the Purchasing and Contracts Office by 3:00 PM Central Time on July 19, 2024. BIDS MAY BE MAILED OR ELECTRONICALLY SUBMITTED VIA EMAIL TO THE RFQ COORDINATOR (AS NOTED ABOVE) OR VIA FAX.

Bid is subject to the attached RFQ – Standard Terms and Conditions. By submittal of a bid, Bidder certifies its agreement to these terms and conditions.

SCOPE / PURPOSE OF BID:

Tennessee Tech 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.

Destination: Peoria, Illinois (PIA)

Departure Site: **ONLY** Nashville, TN Airport (Corporate)

Dates:

Depart - Friday, October 18, 2024, 1:00pm Central Time

Return - Saturday, October 19, 2024, approximately 10:00pm Local Time

(Note: Game time with WIU estimated to be 3:00pm – 6:00pm)

Travel Party Size: Approximately 130 passengers plus team equipment (approximately 4,000 lbs. equipment).

Minimum Payload of 38,000 lbs.

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.
- Food: Tennessee Tech will provide its own food for flight by an outside vendor
- Beverages: Tennessee Tech will provide Pepsi products (soft drinks, Aquafina water and Gatorade) upon guest boarding plane with vendor food. **Tennessee Tech requests Pepsi products be served by winning Bidder during flight if possible.**
- Waste disposal required.



REQUEST FOR QUOTATION (RFQ)

Department: Football - Athletics
Requisition No.: 189001882

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 Tennessee Tech'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 Tennessee Tech's sole discretion.
 - If Bidder requires Tennessee Tech 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 Tennessee Tech only to the extent permitted by Tennessee Law.
 - Bidder must possess all appropriate licenses, permits, certificates, etc. Tennessee Tech 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, Tennessee Tech 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



REQUEST FOR QUOTATION (RFQ)

Department: Football - Athletics
Requisition No.: 189001882

- 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 Tennessee Tech 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.** Tennessee Tech 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 Amanda Thatcher, at AMiller@tntech.edu.

NOTE: As a state funded entity, Tennessee Technological University 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. Tennessee Tech 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*



REQUEST FOR QUOTATION (RFQ)

Department: Football - Athletics
Requisition No.: 189001882

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 Tennessee Tech of attorney fees of another party is prohibited under Tennessee law.
- Binding Arbitration. Tennessee Tech cannot agree to binding arbitration. No settlement reached is binding on Tennessee Tech unless and until approved by the Attorney General of the State of Tennessee in accordance with Tennessee law.

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

BIDDER IS TO COMPLETE INFORMATION AND SIGN BID BELOW. UNSIGNED BIDS WILL NOT BE ACCEPTED.

_____	_____
Bidding Entity's Name	Name of Contact Person (printed)
_____	_____
Address	Phone
_____	_____
City, State, Zip	Email

Authorized Signature of Bidder

Date

Name & Title of Signatory (printed): _____

Tennessee Technological University is an EEO/AA/Title IX/Section 504/ADA employer

RFQ – STANDARD TERMS AND CONDITIONS

1. Bidder must carefully review the RFQ and any attachments, exhibits, addenda or amendments. Bidder's failure to examine any drawings, specifications, or instructions will be at bidder's risk.
2. Bidder shall take into consideration any and all amendments and/or addenda, and bid shall reflect any changes made to the RFQ by the University. In the event of extensive changes to an RFQ, the University may cancel the RFQ and reissue it using a revised RFQ.
3. The University considers any oral communication unofficial and non-binding with regard to the RFQ.
4. Bidder must submit bid according to specific instructions, if any, contained in the RFQ, which supersede those contained in the RFQ - Standard Terms and Conditions, if different.
5. Bidder's submittal of a bid constitutes an offer to the University.
6. Bid must contain the bidder's most favorable terms and pricing.
7. Upon the University's request, the individual signing a bid must furnish satisfactory proof authority to bind the bidder in a contract.
8. Bidder is responsible for costs to prepare, submit and/or present its bid, including samples if requested. Bidder may request samples be returned at bidder's expense. The University is not responsible for and may dispose of any samples not claimed within 10 calendar days following contract award. The University may retain any sample.
9. Unless otherwise instructed, bidder may deliver a bid electronically via facsimile or email.
10. The University will not consider a late bid for an award. A "late bid" is any bid that is not actually delivered to and received by the Purchasing and Contracts Office on or before the date and hour specified in the RFQ.
11. At the University's option, bidder may be bound by bid errors or omissions. Bidder may withdraw or amend a bid before submission deadline. After bid submission deadline, the University will permit a bidder to withdraw a bid only where the enforcement of the bid would impose unconscionable hardship on the bidder. In case of error in a price extension, the unit price will govern.
12. The University reserves the right, at its sole discretion, to reject any and all bids, to cancel the RFQ in its entirety, or to waive any bid informality, in accordance with applicable laws and regulations.
13. The University may reject a bid as a non-responsive counteroffer if it restricts the University's rights or does not comply with the University's terms and conditions
14. The University may request bid clarification from bidders as needed.
15. The University shall reject a bid if it was not arrived at independently without collusion, consultation, communication or agreement with any other bidder as to any matter related to prices. Regardless of time of detection, the University shall consider any of the foregoing prohibited actions to be grounds for rejection of bid and/or purchase order cancellation.
16. The Purchasing and Contracts Office may conduct public bid openings, as appropriate. Public bid openings are for informational purposes only. No award will be made at the bid opening.
17. All materials submitted by a bidder are subject to public inspection according to Tennessee law. The University will not honor a bidder's request to prevent disclosure beyond that allowed by law.
18. If an RFQ is re-advertised, the original bids shall remain closed to public inspection until evaluation of the responses to the re-advertisement is completed.
19. The University may not consider prompt pay discounts of less than 20 days in bid evaluation.
20. Prior to award, the University may require the successful bidder to provide information to demonstrate financial stability.
21. Bid prices shall include delivery of all items F.O.B. destination to the location specified in the bid. The University is not responsible for items until accepted at its location.
22. Unless otherwise specified in the RFQ, bidder must bid only new and unused goods.
23. Unless specified in the RFQ, the University will not consider alternate bids.
24. Bidder shall post any bond(s) required by the RFQ and shall itemize the cost of bond(s) separately in the bid.
25. Bidder agrees to abide by all applicable state and federal statutes, including but not limited to non-discrimination, and regulations and University policies. The laws of the State of Tennessee, without regard to its choice of law principles, shall govern this RFQ.
26. Unless otherwise limited by the bidder, the University shall have sixty (60) days to accept a bid.
27. If the RFQ requests and bidder so indicates on the bid, the contract terms and pricing may be extended to other state entities.
28. An RFQ reference to a particular manufacturer, brand or make in does not restrict the bidder to that item, unless specifically stated in the RFQ. The University will consider comparable products of other manufacturers if bidder provides proof of compatibility.
29. Bidder must notify the Purchasing and Contracts Office in writing at least three business days prior to the bid submittal deadline whenever bidder perceives that specifications are not fair and open.
30. Bidder must 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. The University may reject a bid if bidder fails to provide this data.
31. The University is exempt from federal excise and state sales taxes on purchases of tangible personal property. Vendors making improvements or additions to, or performing repair work on real property for the University are responsible for payment of sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the University for use under the contract. Bidders are responsible for determining the applicability of taxes.
32. Prior to contract award, if required by law, successful bidder must register with or be exempted by the Tennessee Dept. of Revenue for the collection of Tennessee sales/use tax.
33. By submitting a bid, bidder attests that no conflict of interest exists that prevents bidder from doing business with the State of Tennessee.
34. Bidder may not require any other written terms or conditions, nor impose any other terms and conditions in subsequent documents, such as invoices, warranty agreements, license agreements, etc. Should a bidder propose terms which conflict with Tennessee law and policies, the University may render the bid non-responsive and reject it.
35. Bid protest procedures are available upon request.
36. By submitting a bid, bidder attests in writing that it will not knowingly utilize the services of illegal immigrants and/or the services of any subcontractor that does so in delivery of the goods/services to the University. If the bidder is discovered to have breached this attestation, the bidder shall be prohibited from supplying goods/services to any state entity for a period of one year from the date of discovery of the breach.
37. The requirements of TCA §12-12-101 et seq. addressing contracting with persons with investment activities in Iran shall be a material provision of this RFQ and any contract resulting from it. Bidder agrees, under penalty of perjury, that to the best of its knowledge that it is not on the list created pursuant to TCA § 12-12-106.
38. The University shall not:
 - i. reimburse a vendor for travel expenses in amounts exceeding the maximums contained in University travel policies;
 - ii. indemnify or hold harmless another entity;
 - iii. pay vendor's attorney fees in the event of legal action;
 - iv. consent to jurisdiction in courts outside Tennessee.
39. A vendor shall not:
 - i. disclaim or limit its liability for damages or warranty;
 - ii. limit the amount of damages recoverable by the University;
 - iii. limit the time permitted for the University to bring legal action;
 - iv. assess penalties or liquidated damages against the University.
40. Upon receipt of goods, the University shall have a reasonable period in which to inspect and accept or reject goods without liability. The University will reject items that are not equivalent and return them to the vendor, at vendor's expense
41. In case of vendor default, the University may procure the articles or services from other source(s) and hold the defaulting vendor responsible for any excess cost.
42. Should the original awarded vendor default, the University may award to the second lowest responsive, responsible bidder.
43. The University's PO – Standard Terms and Conditions shall apply to any purchase order or contract awarded as a result of this RFQ.
 44. If applicable to this RFQ, Tennessee Tech's [Data Privacy and Security Terms and Conditions](#) and/or [GDPR Data Protection Addendum](#) shall by reference be included as a condition of the RFQ.