ATTENTION: This is not an order. Read all instructions and terms and conditions carefully.

**INVITATION FOR BID**

<table>
<thead>
<tr>
<th>INVITATION NO.:</th>
<th>T052405</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date:</td>
<td>05/12/2011</td>
</tr>
<tr>
<td>Title:</td>
<td>Standing Contract for Charter Aircraft Service - 5-19 Passengers</td>
</tr>
<tr>
<td>Buyer:</td>
<td>Jennifer Patrick</td>
</tr>
<tr>
<td>Phone:</td>
<td>(205) 348-5026</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jpatrick@fa.ua.edu">jpatrick@fa.ua.edu</a></td>
</tr>
<tr>
<td>RETURN ALL COPIES OF BIDS TO:</td>
<td>THE UNIVERSITY OF ALABAMA PURCHASING DEPARTMENT</td>
</tr>
<tr>
<td></td>
<td>(Physical Address) 1101 Jackson Ave Suite 3000 Tuscaloosa, Alabama 35401</td>
</tr>
<tr>
<td></td>
<td>OR (Mailing Address) Box 870130 Tuscaloosa, Alabama 35487</td>
</tr>
<tr>
<td></td>
<td>PHONE: (205)348-5230 FAX: (205) 348-8706</td>
</tr>
</tbody>
</table>

**IMPORTANT:** SEALED BIDS MUST BE RECEIVED BY 05/25/2011 @ 2:00 P.M. CST TIME

1. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted thereunder sealed bids will be received on the items noted herein by The University of Alabama Purchasing Department until the date and time stated above. In accordance with Alabama State Bid Law Section 41-16-27, where applicable, the University reserves the right to enter into negotiations within thirty (30) days of the bid opening.

2. The University’s General Terms and Conditions and Instructions to Bidders, viewable at [www.purchasing.ua.edu/vendors](http://www.purchasing.ua.edu/vendors) apply to this Solicitation and shall become a part of any contract issued hereunder.

3. For purposes of this Solicitation, the Solicitation documents shall consist of the following components:
   a) Invitation for Bid and any Addenda;
   b) General Terms and Conditions;
   c) Instructions to Bidders. In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern.

4. This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of laws principles.

**CERTIFICATION PURSUANT TO ACT NO. 2006-557**

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases in Alabama. By submitting a response to this solicitation, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557: they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that The University of Alabama may declare the contract void if the certification is false.

**DISCLOSURE STATEMENT**

1. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.

2. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.

3. By accepting payments agreed to in any purchase order resulting from this bid, Contractor certifies that to its knowledge no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that

1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;

2. The contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.

3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.

4. I have fully informed myself regarding the accuracy of the statement made above.

**THIS AREA MUST BE COMPLETED**

<table>
<thead>
<tr>
<th>DELIVERY AFTER RECEIPT OF ORDER:</th>
<th>NAME OF COMPANY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEDERAL EMPLOYER ID NO.:</td>
<td>PHONE:</td>
</tr>
<tr>
<td>PAYMENT TERMS:</td>
<td>ADDRESS:</td>
</tr>
<tr>
<td>SHIPPING TERMS:</td>
<td>E-MAIL:</td>
</tr>
<tr>
<td>F.O.B. DESTINATION–PREPAID AND ALLOWED</td>
<td>CITY, STATE &amp; ZIP CODE:</td>
</tr>
<tr>
<td>QUOTE VALID UNTIL:</td>
<td>DATE:</td>
</tr>
<tr>
<td>SIGNATURE REQUIRED:</td>
<td>Typed/Printed Name of Signor</td>
</tr>
</tbody>
</table>

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.
The University of Alabama requests sealed bids as per attached general and technical specifications or equal unless otherwise specified in the Special Conditions.

All Bidders submitting a bid must read all specifications carefully and respond accordingly. Failure to do so may eliminate your bid from consideration due to non-compliance.

1.0 GENERAL SPECIFICATIONS

1.1 All bid responses, technical information and any other attachments furnished to The University of Alabama in response to this request for quotation must be submitted in duplicate (THE ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND ONE EXACT COPY OF THE ENTIRE BID RESPONSE). Bidders who fail to follow this format may be disqualified from the evaluation and award phase of this bid.

1.2 The stated requirements appearing elsewhere in this solicitation shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined. If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this solicitation.

Note: Bidders shall not submit their standard terms and conditions or purchase order terms as exceptions to or modification of the terms and conditions of this solicitation. Each exception to or modification of a University term and condition shall be individually listed by the bidder. Failure to follow this instruction may result in the determination that a bid submission is non-responsive to a solicitation and the rejection of that bid.

1.3 The issuance of a University Purchase Order (P#) or a signed Contract document is required to constitute a contract between the successful Bidder and the University which shall bind the successful Bidder to furnish and deliver the commodities ordered at the prices, terms and conditions quoted and in accordance with the specifications of this Solicitation as well as the terms and conditions of the University’s Purchase Order or Contract. No shipments are to be made to The University of Alabama without the issuance of a Purchase Order (P#). (Bidders are not to accept or ship items against a requisition number “R” #.)

1.4 Any questions concerning these specifications should be directed to the Buyer listed on the signature page.

1.5 No department, school or office at the University has the authority to solicit or receive official Solicitations nor authorize Solicitation or Contract changes other than the Purchasing Department. All solicitations are issued under the direct supervision of the Associate Director for Purchasing and in complete accordance with the State of Alabama Bid Law, Section 41-16-20 and University policies and procedures.

1.6 The terms and conditions included in this Solicitation along with any addenda, any University contract and/or University purchase order(s) issued referencing this Solicitation, the University’s General Terms and Conditions, Instructions to Bidders shall constitute the entire and exclusive Contract between the University and the successful Bidder.

2.0 QUALIFICATIONS AND STANDARDS

Due to the importance of maintaining a safe University environment, it is imperative that the successful bidder meet certain qualifications that will guarantee The University of Alabama the successful Bidder is qualified to furnish and deliver products, equipment and services or furnish, deliver, install, service and/or repair equipment whichever is applicable as required in this Solicitation. In order for Bidders to qualify, the following requirements must be fulfilled:

2.1 The Bidder must provide, in writing, a statement that the Bidder has been regularly engaged in business for a minimum three (3) years engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, or services required in this Solicitation. In lieu of the minimum number of years in business, a performance bond may be submitted in the amount of one hundred (100 %) per cent of the contract price. This bond will be used to secure the completion of the project should the successful Bidder default for any reason. Failure to comply with this requirement may eliminate your bid response from consideration.
INVITATION FOR BID

2.2 Each bidder required to provide a bond, shall submit a letter from a bonding agent licensed to do business in the State of Alabama stating that if the bidding company is the successful bidder, said bonding agent will furnish a 100% performance and payment bond covering and including products and service for the duration of the contract period. Said bond shall be subject to the approval and acceptance of The University of Alabama. The bond must be furnished to the University Purchasing Department within forty-eight (48) hours after receipt of the purchase order. The premium of the bond shall be paid by the successful bidder. Failure to provide the bond letter or bond will eliminate your bid from consideration in the bid award.

3.0 REFERENCES

References must include at least three (3) other universities, institutions or businesses, which the bidder has successfully provided products, services or installation of equipment similar to those required in this Solicitation in terms of manufacturer, size, features, service or type of installation. The references must include company name, address, project/delivery date, contact name, phone number, and email address.

4.0 PRODUCT SPECIFICATIONS

Specify all terms and conditions of the warranties associated with your products with your bid response.

5.0 PRICE QUOTATION

5.1 IMPORTANT: It is required that the PRICE QUOTATION SHEET(S) furnished with this Request for Price Quotation be completed and submitted with your proposal. DO NOT send generated price lists as your bid. Failure to comply with this request may eliminate your bid from consideration in the bid award.

5.2 All prices shall be quoted furnish and install (if applicable) FOB The University of Alabama, Tuscaloosa, AL 35487 prepay and allowed. Unit prices quoted must include any and all shipping and handling charges. Any freight claims will be the responsibility of the Bidder. The successful Bidder must transport at the time of set-up, the equipment and supplies necessary for this installation to campus. No direct shipments will be accepted.

5.3 It is the Bidder’s responsibility to verify any information, measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the Bidder in response to this Solicitation.

5.4 The successful Bidder under the specifications required in this Solicitation shall furnish at its expense all equipment, labor, tools, supplies, transportation, insurance and other expenses necessary to fully perform any phase of the requirements of this Solicitation.

5.5 Quote prices firm for a period of ninety (90) days following the bid opening date unless otherwise stated in the Special Conditions. Bids that do not guarantee pricing firm for this period may be eliminated. Failure to quote the term for which your prices will remain firm may eliminate your bid from consideration.

5.6 The quoted price must include but not be limited to all cables, wires, connectors, etc. to make a complete functioning unit unless specifically stated in the special conditions.

5.7 Include with your bid response complete details of your company’s Return Merchandise policy, including, but not limited to, amount of any restocking fee required, procedures, limitations, contact person and phone number. While the University does not enter into any purchase with the intent to return items ordered, we do require this information be included with your bid response. Failure to include this information may be grounds for elimination of your bid from consideration.

6.0 DELIVERY, INSTALLATION AND TRAINING REQUIREMENTS

6.1 Proposed delivery dates shall be stated in number of calendar days after receipt of order.

6.2 All items must be delivered directly to the University by the successful Bidder and placed according to the instructions supplied by the University.
7.0 INSURANCE

7.1 See General Terms and Conditions for general Insurance Requirements, Additional Insurance requirements may be listed in the Special Conditions Section.

7.2 The successful Bidder shall provide the University Purchasing Department a certificate of insurance listing the required types of insurance and minimum liabilities specified in the General Terms and Conditions unless otherwise modified in the Special Conditions.

7.3 The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request. Failure to comply with this request may eliminate your bid from consideration in the bid award.

7.4 The University reserves the right to terminate any resulting contract, if the Bidder fails to keep these policies in force for the above amounts or for the duration of the contract period.

7.5 In the event of cancellation, material change or any other modifications or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the University by the party initiating any revision.

7.6 The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

8.0 RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Department representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Bidder presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder’s response to this Solicitation.
INVITATION FOR BID

9.0 SPECIAL CONDITIONS

9.1 The University of Alabama is requesting sealed bids to establish annual contract for Five (5) to Nineteen (19) passenger aircraft to create a pool of aircraft from which the University can charter aircraft to meet the individual trip requirements for official university business trips as they arise for the period of May 25, 2011 through May 24, 2012. The aircraft will be needed only when the University’s aircraft is not available to meet institutional travel demands.

9.2 Pricing for this contract must be firm for a twelve-month (12) period beginning May 25, 2011 through May 24, 2012. However, upon mutual agreement between the successful vendor and The University of Alabama, this contract may be renewed for two (2) twelve-month periods at the original bid price. All other terms, conditions, delivery, etc. will remain the same as the original bid. The successful vendor should furnish the written agreement to The University of Alabama sixty (60) days prior to the beginning of the renewal year.

9.3 Since availability is a factor in securing an aircraft, the University is requesting that you quote the different aircraft that your company can provide for these bid requirements. If you intend to furnish a certain aircraft for the University, it must be included in your bid offering.

9.4 Pricing is requested for Fan Jet, Prop Jet, Turbo Jet and Turbo Prop for 5 to 19 passengers.

9.5 Each trip will be awarded individually based on the particular requirements of that trip such as type of aircraft, distance, number of stops, trip’s time frame (speed at which needs to be accomplished), the number of passengers, and the availability of the aircraft for the required trip.

9.6 All bids for a particular type and model aircraft will be grouped together and competitively evaluated. Sample trips will be used as a comparative to evaluate the bid pricing and determine from the lowest bidder to the highest bidder for that particular type and model of aircraft. The University reserves the right, if the proposed aircraft is not available from the low bidder for a specific flight, to contract with the next lowest responsible bidder who can provide the aircraft to meet a specific air travel need.

9.7 All respondents must meet the minimum requirements contained within the specifications of this RFQ to be considered for a bid award. These specifications represent the minimum requirements, but all respondents are encouraged to offer enhancements to the RFQ specifications within their bids. Such offering will be considered in the bid evaluation process utilized by the University to select the bid(s) that best fulfills its institutional air travel requirements.

9.8 The contractor guarantees that if any health-related information is obtained by any method or manner of delivery and in any form or medium, this information will not be shared with other persons causing a violation of the individual’s privacy. The contractor further agrees that the University is authorized to terminate this contract without penalty or liability to the contractor if the University, in its sole discretion, reasonably suspects that the contractor has violated this requirement. If the contractor is required to access, use, or disclose individually identifiable health information from any HIPAA-covered department within the University in order to perform the agreed upon services under the contract with the University, then the contractor agrees to sign a Business Associate Agreement that complies fully with the HIPAA Privacy Regulations. (A copy of the standard Business Associate Agreement is available upon request).

9.9 Air Charter Service Requirements:

9.9.1 All interested bidders must be certified by the Department of Transportation, Federal Aviation Administration. A copy of the vendor’s operating certificate must be included with the bid response. Failure to provide this certificate may eliminate your bid from consideration.

9.9.2 The University of Alabama personnel must arrive at the scheduled event on time. All penalties, fines, or charges incurred by The University because of mechanical malfunctions, breakdowns, or due to the negligence of the pilot(s), the charter company, its agents, employees or subcontractors, will be the responsibility of the contract vendor, with the exception of acts of God, or other events or circumstances beyond the control of the vendor. However, the vendor should always take into consideration weather conditions that may affect transportation and communicate this information to the appropriate University personnel in charge of the trip. In the event of mechanical malfunctions or breakdowns, the vendor should supply a replacement aircraft if one equal to or better is available from their fleet. However, cost of the replacement
INVITATION FOR BID

transportation, mechanical repairs, or service will be the responsibility of the vendor. The University will pay only the original contracted bid price for the scheduled charter.

9.9.3 The University reserves the right to make time changes in flight schedule within six (6) hours of departure at no additional charge to the University.

9.9.4 The successful bidder is responsible for communicating the bid requirements to their pilot(s) prior to each trip.

9.9.5 If the Vendor is unable to provide charter aircraft quoted by the scheduled flight time due to mechanical malfunction or breakdown of the aircraft and Vendor is unable to cure such non-performance within four (4) hours of the scheduled flight time, then The University of Alabama at its election may secure air services or another mode of transportation from other transportation providers for all or part of the trip. In such event The University of Alabama shall have no liability to Vendor for the cost of any part of the charter not used by the University, any damages, loss of profit, or any other costs or expenses.

9.9.6 The Contractor may NOT use a subcontractor to provide the aircraft required in this bid unless the subcontractor is listed in the bid response, meets all the bid requirements and is pre-approved in writing by the University of Alabama Purchasing Department.

9.9.7 The University’s contract will be with the Vendor who is submitting this bid and that vendor will be solely responsible for the execution of this contract and providing the aircraft quoted on their bid response. Failure to meet this requirement may eliminate your bid from consideration.

9.9.8 The University of Alabama requires direct contact with the company representative in charge of chartered flights to notify them of any changes and to confirm schedule status.

9.9.9 Direct Boarding - When possible, The University of Alabama requests to board and unboard directly.

9.9.10 Flight Scheduling - The successful bidder and/or operator will be responsible for all flight scheduling, airport arrangements required, and to be familiar with all runway restrictions/codes of the indicated destinations.

9.9.11 The point of origin for most charters will be the Tuscaloosa Municipal Airport, Tuscaloosa, Alabama. However, the situation may arrive that requires a different point of origin.

9.9.12 The aircraft must be on-site for boarding one (1) hour prior to flight time.

9.9.13 The charter aircraft company will furnish The University of Alabama with manifest form for each trip which they are providing pilots.

9.9.14 Vendor will fax a detail itemized written estimate of all the cost for each trip upon request, to enable the Flight Operations Department at The University of Alabama to obtain a purchase order number for the requested flight.

9.9.15 The University of Alabama may request flight changes within six (6) hours of departure at no additional cost to the University.

9.10 Pilot Requirements:

9.10.1 Two (2) pilots required for all trips.

9.10.2 Both pilots must be licensed to fly the type of aircraft being furnished and must be current with their training status.

9.11 Aircraft Requirements:

Aircraft are to be as follows:

9.11.1 Five (5) to nineteen (19) passenger plane (based on the requirements of the charter)

9.11.2 Restroom facilities preferred.

9.11.3 Air-conditioning and Heating - in excellent working condition

9.11.4 Underneath and inside of the aircraft storage/baggage compartments for luggage and equipment.
9.11.5 The exterior of the aircraft should be in excellent condition.

9.11.6 The interior of the aircraft should be clean with upholstery & flooring in excellent condition.

9.11.7 All charter aircraft provided for University trips MUST be in excellent condition and meet all Department of Transportation (DOT), Federal Aviation Administration (FAA), State of Alabama and any other federal and state Rules, regulations and requirements regarding the airworthiness and safe air travel. It is the responsibility of the Air Carrier/Operator to be familiar with and in compliance with any of these regulations.

9.11.8 All aircraft offered to The University of Alabama must be in excellent mechanical conditions with all systems in working order. All aircraft offered must comply with all Federal Aviation Administration F.A.R service bulletins and A.D. notes. All respondents should submit with their bid sufficient documentation that verifies the quality of all aircraft offered and the compliance with all FAA requirements. The University reserves the right to inspect all aircraft being offered for air charter service provided to the University.

9.11.9 Any backup aircraft used must meet the same criteria as originally required within the bid specifications.

9.12 Upon request from the University, a field demonstration/inspection of the equipment/service you are bidding may be required for evaluation purposes. Such demonstration/inspection will be at the bidder’s expense and shall be at a site mutually agreed upon by the University and vendor where the equipment is available for demonstration/inspection. The demonstration/inspection will be given within five (5) working days of request. The maintenance and flight records for the aircraft MUST BE WITH THE AIRCRAFT AT THE TIME OF INSPECTION. Failure to provide these records or to comply with this request for a demonstration/inspection may be grounds for elimination of your bid response from consideration in the bid award.

9.13 Trip Confirmation Policy: Vendor(s) are required to confirm a charter upon receipt of a University purchase order for charter trip(s) indicated on the purchase order. All charters must be confirmed within twenty-four (24) hours of receipt of a University purchase order. Failure to notify the University of the unavailability of a charter aircraft will result in the vendor reimbursing the University any additional expense incurred in obtaining aircraft from another vendor. This may also result in the removal of the vendor from the University’s list of responsible vendors.

9.14 Cancellation Policy: If your company has a cancellation policy that the University must follow, it must be clearly stated on your bid response. Time frames & percentage of penalty must be stated. Otherwise, the University will assume there is no penalty for cancellation.

9.15 Invoicing:

9.15.1 Itemized invoices are required to have the following information before they will be processed for payment:
1. Purchase Order Number
2. Date of Flight
3. Time of Departure and Return
4. Trip Destination
5. Number of Statute Miles or Hobbs Hours (Billed as per bid quote)
6. Pilots Names
7. Pilot waiting time (hours)
8. Itemize any other charges separately
9. Each trip will be billed on a separate invoice
10. Pilot Services and aircraft usage/rental must be invoiced together as an air charter.

9.15.2 If prepayment is required, vendor must provide a refund schedule in the effect the flight is cancelled by either party. In the event of Force Majeure, vendor will be expected to refund the total charter price.
9.16 **Bid Award:**

9.16.1 Each trip will be awarded individually based on the particular requirements of that trip such as distance, number of stops, time frame of trip, number of passengers, availability of aircraft, and available funding.

9.16.2 All bids for a particular type and model aircraft will be grouped together and competitively evaluated. Sample trips will be used as a comparative to evaluate the bid pricing and determine from the lowest bidder to the highest bidder for that particular type and model of aircraft. The University reserves the right, if the proposed aircraft is not available from the low bidder for a specific flight, to contract with the next lowest responsible bidder who can provide the aircraft to meet a specific air travel need.

9.16.3 To calculate a trip’s total cost, all potential charges must be stated in your bid response to include, but not limited to: statute miles or Hobbs hours, short legs, waiting time charges, positioning charges, airport fees, etc.

9.16.4 The University of Alabama reserves the right, in its sole discretion, to select the bid(s) that it feels is in the overall best offering for the University based on the trip requirements. The criteria to be utilized by The University of Alabama in the bid evaluation process include, but not limited to, the following items:

- The cost of the air charter service to be provided for The University of Alabama travel described within these specifications.
- The types and condition of the aircraft being offered for air charter services as well as their compliance with all Federal Aviation Administration, Department of Transportation, and any other federal and state rules, regulations and requirements regarding safe air travel.
- The minimum qualifications of the flight personnel being proposed by the respondent must be as specified by the Federal Aviation Administration and the Department of Transportation Charter Aircraft Division.
- The ability of the respondent to furnish the specified aircraft for the travel needs as they arise for the University.
- The proven capabilities and successful experience with other universities and/or companies demonstrated by the respondent based upon listed references to whom the services outlined within this Request for Quotation have been provided.
- The general responsiveness, comprehensiveness, and quality of the bid submitted in response to this RFQ.
- The adequacy of insurance coverage offered in the proposal.
- The respondent’s prior history of compliance with all Federal Aviation Administration requirements and the company’s safe flying record.

9.16.5 The University of Alabama reserves the right to contact the next lowest responsible bidder for availability in such situations that the low bidder cannot provide the required aircraft for University flight requirements. The University of Alabama reserves the right to contract for services from other than bid respondents in emergency situations, when the bid respondents do not have aircraft available for trip requirements. Failure to comply with your quoted scheduled commitments can be grounds for revocation of bid awards and jeopardize the bidder’s position on the University’s list of responsible bidders.

9.17 **Invitation for Bid**

No. 2 does not apply to this solicitation.
No. 5.5 does not apply to this solicitation.
No. 5.6 does not apply to this solicitation.
9.18 **General Terms and Conditions**

No. 3, Contract Provisions by Reference, is modified to include:

All services must be confirmed by a University representative. The University will not be responsible for any charter service provided without obtaining a University purchase order and the confirmation by a University representative upon completion of the charter service.

No. 6, Insurance, is modified to include the following:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft Liability - Including Passenger Liability</td>
<td>$50,000,000 Each Occurrence</td>
</tr>
<tr>
<td>Passenger Liability</td>
<td></td>
</tr>
<tr>
<td>Aircraft Hull</td>
<td>Not Required (at the option of the vendor)</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>Not Required</td>
</tr>
<tr>
<td>Commercial Business Automobile Liability</td>
<td>Does not apply</td>
</tr>
</tbody>
</table>

All other insurance requirements remain as stated in the General Terms and Conditions.

9.19 **Instructions to Bidders**

No. 7, Payment and Taxes, is modified to include:

Itemized invoice(s) showing net pricing for each trip contracted must be submitted to the University in order for payment to be made. Delivery tickets and statements will not substitute as an invoice. Payment for all trips contracted will be made after those trips have been completed and are proven to meet all requirements set forth by the University. No down payment will be made with order. Credit cards **cannot** be used as payment for an air charter.
INVITATION FOR BID

Complete the following information for YOUR COMPANY.

1. How long has your company been in business? __________________

2. How many offices do you have? __________________

3. Identify the office that will service The University of Alabama.  
________________________________________________________________________________________
________________________________________________________________________________________

4. Do you have a toll-free number? ____Yes  ____No  If so what is the number? _________________

5. List your company’s telephone business hours. __________________

6. Telephone number for emergencies: __________________

7. Air Carrier Certificate/Operating Number ____________  
   (You are required to provide a copy of the Air-Carrier certificate WITH YOUR BID RESPONSE.)

8. References - A minimum of three (3) references must be listed below. Include the name of the university, company or 
   Major organization, address, contact person and the contact person’s telephone number.
   
   1.________________________________________________________________________________________
   2.________________________________________________________________________________________
   3.________________________________________________________________________________________

9. Subcontractors that are supplying aircraft including name, address, and a copy of their FAA operating certificate.
   
   1.________________________________________________________________________________________
   2.________________________________________________________________________________________
   3.________________________________________________________________________________________

10. What cost savings can your company offer the University, such as an aircraft lease with pilots or rental of a certain 
    number of days of use per month or year? Please describe in detail your offer and list the cost that would be associated 
    with your offer. ____________________________________________________________________________
    _______________________________________________________________________________________
    _______________________________________________________________________________________
    _______________________________________________________________________________________  

FAILURE TO PROVIDE ALL REQUIRED INFORMATION AND DOCUMENTS MAY ELIMINATE YOUR BID FROM 
CONSIDERATION IN THE BID AWARD.

DID YOU SIGN YOUR BID SIGNATURE PAGE?  
DID YOU ENCLOSE YOUR AIR CARRIER CERTIFICATE?  
DID YOU COMPLETE ALL THE INFORMATION FOR THE AIRCRAFT THAT YOU ARE OFFERING?

WILL YOUR PRICES REMAIN FIRM FOR THE CONTRACT PERIOD: _______ YES _______ NO.  
PRICES GOOD UNTIL: _____________________

PAYMENT TERMS: ____________________ (The University does not make prepayment)

PLEASE LIST THE E-MAIL ADDRESS OF THE PERSON THAT IS COMPLETING THIS BID:____________________

PLEASE LIST YOUR COMPANY’S WEB SITE ADDRESS:____________________________________________
10.0 QUOTE SHEET

The University of Alabama is requesting sealed bids to establish annual contract for Five (5) to Nineteen (19) passenger aircraft to create a pool of aircraft from which the University can charter aircraft to meet the individual trip requirements for official university business trips as they arise for the period of May 25, 2011 through May 24, 2012. The aircraft will be needed only when the University’s aircraft is not available to meet institutional travel demands.

RENEWAL OPTION:
Pricing for this contract must be firm for a twelve-month (12) period beginning May 25, 2011 through May 24, 2012. However, upon mutual agreement between the successful vendor and The University of Alabama, this contract may be renewed for four (4) twelve-month periods at the original bid price. All other terms, conditions, delivery, etc. will remain the same as the original bid. The successful vendor should furnish the written agreement to The University of Alabama sixty (60) days prior to the beginning of the renewal year.

ATTACHED ARE FOUR (4) SHEETS MARKED “CHARTER AIRCRAFT”. QUOTE PRICES ON THE QUOTATION SHEET(S) PROVIDED. YOU MAY MAKE ADDITIONAL COPIES OF THE SHEETS, IF YOUR COMPANY IS QUOTING MORE THAN FOUR DIFFERENT TYPES OF AIRCRAFT.

COMPLETE A SEPARATE SHEET FOR EACH AIRCRAFT YOUR COMPANY CAN SUPPLY. ALL INFORMATION REQUESTED MUST BE COMPLETED ON EACH AIRCRAFT FOR YOUR BID TO BE CONSIDERED. FAILURE TO PROVIDE THIS INFORMATION MAY ELIMINATE YOUR BID IN THE BID AWARD.

QUOTE ALL THE DIFFERENT AIRCRAFT (5 TO 19 PASSENGER) YOUR COMPANY CAN PROVIDE, WHICH ARE IN COMPLIANCE WITH BID REQUIREMENTS.

1. QUOTE EACH TYPE OF AIRCRAFT ON A SEPARATE QUOTATION SHEET

2. QUOTE SEPARATE PRICES FOR EACH OF THE ITEMS UNDER THE AIRCRAFT YOUR COMPANY CAN BEST PROVIDE.

3. QUOTE ALL STANDARD CHARGES THAT THE UNIVERSITY IS EXPECTED TO PAY FOR EACH AIRCRAFT YOUR COMPANY QUOTES.

4. LEG CHARGES, DAYROOM CHARGES, OVERNIGHT CHARGES, KNOWN TAXES AND FEES, TAXES AND ANY OTHER CHARGES THAT YOU EXPECT THE UNIVERSITY TO PAY MUST BE LISTED ON YOUR BID RESPONSE.

5. EACH CHARGE MUST BE IDENTIFIED AND LISTED SEPARATELY

6. QUOTE BY THE STATUTE MILE OR HOBBS HOURS. IF YOUR STATUTE MILE OR HOBBS HOUR PRICE DOES NOT INCLUDE THE PILOT SERVICES, LIST THE TOTAL COST PER HOUR OR PER FLIGHT FOR 2 PILOTS. THE UNIVERSITY WILL NOT INCUR ANY ADDITIONAL COST ABOVE THOSE LISTED ON VENDOR’S BID RESPONSE.
INVITATION FOR BID

CHARTER AIRCRAFT
Charter Aircraft – The statute mile cost OR Hobbs hour cost quoted in your bid response will include two (2) pilots, aircraft, all equipment and services, insurance, taxes, fees, gratuity, fuel and any expenses necessary to the operation of the aircraft and provision of the required service by this RFQ.

FUEL SURCHARGE
Please list the current fuel base price that you are using to determine the cost of the statute mile OR Hobbs hour that you are quoting on this bid. The University understands that with fuel increase above the fuel base price quoted on the bid, a fuel surcharge may be necessary at times during the contract period. Any fuel surcharge must be billed on a separate invoice and copies of the vendor’s supplier’s invoices showing increase fuel cost must be attached to the fuel surcharge invoice.

CIRCLE THE TYPE AIRCRAFT YOUR COMPANY IS QUOTING ON THIS PAGE.
Fan Jet    Prop Jet     Turbo Jet     Turbo Prop

BRAND __________________   MODEL _____________________
AVERAGE NO. OF PASSENGERS _________ CRUISE SPEED________KTS

Cost per STATUTE MILE: __________ OR Cost per HOBBS HOUR: __________

Pilot Services: _________________ (If your statute mile cost OR Hobbs hour cost does not include the pilot services, list the total cost per hour or per flight for 2 pilots.)

Waiting Time Charge for aircraft and pilots: __________/HR.

Charge to position aircraft in Tuscaloosa, AL: __________

Overnight Expenses:
1. Two pilots _________________
2. Aircraft _________________
3. _________________

Short Leg Cost:
Minimum No.of Miles per leg _________ Cost per leg __________

If your company requires a minimum charge per day, you must state that minimum: ___________. This will be included in the cost of the charter.

Cancellation: Amount of notice required: ____________ Cancellation fee: __________

Taxes to be paid to the vendor by the University (Vendor responsible for remitting to the appropriate agency):
1. _________________ $__________
2. _________________ $__________
3. _________________ $__________

Other Cost or Fees (Describe and state any additional known cost):
1. _________________ $__________
2. _________________ $__________
3. _________________ $__________
4. _________________ $__________

Payment/ Refund Schedule:
Do you require prepayment? If so please state your terms below. If prepayment is required, vendor must provide a refund schedule in the effect the flight is cancelled by either party. In the event of Force Majeure, vendor will be expected to refund the total charter price. __________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________
**CHARTER AIRCRAFT**

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- Fan Jet
- Prop Jet
- Turbo Jet
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**BRAND __________________**  **MODEL __________________**

**AVERAGE NO. OF PASSENGERS _________ CRUISE SPEED ________ KTS**

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Waiting Time Charge for aircraft and pilots: ___________/HR.

Charge to position aircraft in Tuscaloosa, AL: ___________

**Overnight Expenses:**

1. Two pilots ________________
2. Aircraft ________________
3. ____________________________

**Short Leg Cost:** Minimum No.of Miles per leg ________ Cost per leg __________

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Waiting Time Charge for aircraft and pilots: ___________/HR.

Charge to position aircraft in Tuscaloosa, AL: _________

Overnight Expenses:
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2. Aircraft
3. __________________________

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________________________________________________________________________________________
________________________________________________________________________________________
DISCLOSURE STATEMENT

1. Contract/Purchase Order No. ________________________________

2. Name of Contract/Grantee: ________________________________
   Address: ____________________________________________
   Telephone: __________________________________________
   Fax: ________________________________________________

3. Nature of Contract/Grant: __________________________________
   ____________________________________________________
   ____________________________________________________

4. Does the contractor/grantee have any relationships with any employee or
   official of the University, or a family member of such employee or official,
   that will enable such employee or official, or his/her family member, to
   benefit from this contract? If so, please state the names, relationships, and
   nature of the benefit.
   ____________________________________________________
   ____________________________________________________
   ____________________________________________________

(For employees of the University, family members include spouse and
dependents. For members of the Board of Trustees (officials), family members
include spouse, dependents, adult children and their spouses, parents, in-laws,
siblings and their spouses.)

This Disclosure Form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

________________________________________________________
Signature of Authorized Agent of Contractor/Grantee

Date: ________________________________

RETURN FORM TO: The University of Alabama
Purchasing Dept.
Box 870130
Tuscaloosa, AL 35487-0130
Ph: (205) 348-5230
Fax: (205) 348-8706
www.purchasing.ua.edu