UNIVERSITY OF NORTHERN IOWA

REQUEST FOR PROPOSAL #Q9341

AIR CHARTER SERVICES FOR UNIVERSITY OF NORTHERN IOWA MEN'S BASKETBALL TEAM NORTH CAROLINA & BATTLE 4 ATLANTIS TOURNEY

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PREPARING YOUR PROPOSAL

An offer submitted in response to this proposal request represents your company's **final offer** to University of Northern Iowa (UNI) for goods or services specified in Section I.

Questions concerning alternate items or services are to be discussed with the UNI Purchasing Department before the closing date and time for receipt of proposals.

Any offers, which materially affect your proposal, are to be incorporated into your bid response and shall be addressed to the UNI Purchasing Department. Faculty and staff, who are members of departments other than the University's Purchasing Department, are not authorized to negotiate price or alternate goods or services with regard to this request for proposal.

Be certain to **include all requested information** with your proposal before submitting for consideration.

NOTICE TO VENDORS Request for Proposal Q9341

Submitted bids for Air Charter Service, for the University of Northern Iowa Athletics Department Men's Basketball Program, Cedar Falls, Iowa will be received at the Purchasing Department, 122 Lang Hall, Cedar Falls, Iowa 50614-0003 on **Tuesday, May 23,2017** until 3:00 p.m. C.D.S.T. No Vendor may withdraw a bid for a period of sixty (60) days after scheduled closing time for receipt of bids.

Copies of the specifications and other contract documents are on file in the Purchasing Department, Gilchrist Hall, University of Northern Iowa and are available for public inspection. A set of such documents may be obtained from the Purchasing Department, 122 Lang Hall, University of Northern Iowa, Cedar Falls, Iowa 50614-0003.

Preference will be given to material produced in Iowa and Iowa labor as provided by the Code of Iowa.

The University reserves the right to waive irregularities and defects and to reject any or all bids. The University also reserves the right to accept that bid which is deemed to be in the best interests of the University.

Dated at Cedar Falls, Iowa, on this 3rd day of May 2017.

Purchasing contact for this Request for Proposal: Jon Westhoff (319) 273-6246, jon.westhoff@uni.edu

An electronic copy of this RFP can be found at: http://www.vpaf.uni.edu/obo/purchasing/rfq_display.shtml

Your offer must be received at the UNI Purchasing Department. Faxed bid offers <u>are not acceptable</u> and cannot be considered. To insure you offer is received on time ask that it be delivered on the morning of the due date.

You may ask questions or modify your response up until the due date. After 3 PM on the due date no modifications can be considered.

Section I

Air Charter Service Specifications

Meals or Food Services required: Soft drinks and bottled water available on all trips.

UNI Men's Basketball Team

1. UNI vs. North Carolina

Depart: Waterloo, IA November 9, 2017 1:00 PM

Depart: Chapel Hill, NC November 10, 2017 After game (tip off-TBD)

2. UNI vs. Battle 4 Atlantis Tournament

Depart: Waterloo, IA November 20, 2017 10:00 AM Depart: Nassau, Bahamas November 25, 2017 11:00 AM

1. General Requirements

- 1.1 Vendors will provide an informational brochure or packet describing their company and charter services offered.
- 1.2 Minimum number of seats required stated in each flight specification. Please offer aircraft for each flight with these capacities or greater. Schedules at this point are tentative. Winning vendor(s) will need to work with the UNI Athletic Department to arrange exact departure times as the season draws closer. Please be state the latest time a schedule flight can be changed.

Vendors will provide a complete semi-scale diagram [or web site link to a suitable diagram] of the cabin showing seat and row placement within the aircraft offered. Block diagrams are not acceptable.

UNI requests a photograph of the aircraft offered to UNI and FAA registration information must be provided with your offer.

At a Minimum vendors must provide the name of the airline or charter company from which the aircraft will be supplied and the FAA registration number(s) of the aircraft that will perform the charter.

If there are changes in aircraft assignments after award, this information <u>must</u> be provided at least 7 business days prior to the first charter flight.

- 1.3 Meals or other services required: UNI will work with vendor on meal selection. Requirements are stated on schedule above.
- 1.4 Each vendor will send menu choices for all meals that can be offered with their bid at no additional cost.
- 1.5 Each vendor will indicate the maximum number of hours the aircraft can deviate from the proposed schedule. Some flexibility may be necessary to accommodate last minute changes in game times.
- 1.6 Commissions normally paid to a travel agency will be rebated to the University of Northern Iowa.
- 1.7 UNI expects vendor's aircraft to arrive early enough to allow for approximately two hours boarding period, prior to departure.
- 1.8 Boarding and off-loading will take place either through the Waterloo Regional Airport. Vendor will specify from which location boarding and off-loading will occur.
- 1.9 The laws of the State of Iowa prohibit the purchase of alcoholic beverages with State funds. Vendors will insure no alcoholic beverages are served on UNI chartered flights.
- 1.10 **Pricing will include all cost associated with a trip** to include: any state or federal taxes, surcharges, landing fees and airport fees.
- 1.11 **Fuel Surcharges** may be assessed **if the price of fuel increases from the date of the offer to UNI**. The bid offer should note the current market price of jet fuel at the FBO the

aircraft offered will be initially fueled. Alternatively, the spot market regional price for jet fuel may be offered. Requests for fuel surcharges will not be honored if bids are offered based on an unrealistically low or unsubstantiated jet fuel price. **Offers need to reflect the current cost of fuel used in the charter quotation.**

- 1.12 Aircraft will be provided with cabin seating arrangements enhanced for transporting athletes, or a first class section or other area with wide isles and seats to accommodate larger team members.
- 1.13 Aircraft quality will be insured by the broker and or the contracted carrier. A quality aircraft will be clean and serviceable upon arrival. There will be no ripped or stained seat cushions. All seat backs will recline (if designed to do so) and lock properly (emergency access seating is exempt). Rest rooms will be clean and functioning. Floors will be vacuumed and no trash is to be found in storage area or seatback magazine holders. If quality conditions are not satisfactory, a damage assessment of \$500 will be applied against the invoice to offset the cost of processing traveler complaints.
- 1.14 UNI may elect to award on a flight by flight basis. If a better price can be offered for taking all flights with one company please be sure to state additional discounts in your offer.
- 1.15 The University is concerned with the apparent lack of backup jets available should an aircraft be pulled from service. Each bidder will indicate in there off the number of back units that can be called on in the event of a mechanical or weather related delay.
- 1.16 If your company was not able to complete a charter for an athletic team during the period 1-1-16 through 4-30-17 please provide details below. UNI will check with peer institutions to help determine the reliability of services offered.

| Date, | University _ | , Sport |
|------------------|---------------|--|
| Type of aircraft | | |
| Airline/Broker_ | | |
| Reason for canc | ellation: [] | Mechanical [] Weather [] Scheduling [] |
| Date, | University _ | , Sport |
| Type of aircraft | | |
| | | |
| Reason for canc | ellation: [] | Mechanical [] Weather [] Scheduling [] |
| Date, | University _ | , Sport |
| | | - |
| | | |
| | | Mechanical [] Weather [] Scheduling [] |
| Date, | University _ | , Sport |
| | | |
| Airline/Owner _ | | |
| Reason for canc | ellation: [] | Mechanical [] Weather [] Scheduling [] |
| Expand this sect | | |

SECTION II

PROPOSAL SUBMITTAL INFORMATION

- 2.0 The University of Northern Iowa (also referred to as UNI) in Cedar Falls, Iowa, desires to obtain proposals to provide Air Charter Service for two trips in the non-conference portion of the season for the UNI Men's Basketball Program
 - 2.0.1 All Vendors shall be responsible for submitting a point-by-point response to this RFP using an exact copy of the Bid Compliance Form (Attachment A) contained herein (see Section IV). Vendors are to indicate full compliance and/or acceptance to each term, condition and specification or provide a detailed narrative that defines their exception.
 - 2.0.2 The Vendor shall promptly notify UNI of any ambiguity, inconsistency or error, which they may discover upon examination of the bidding document.
- 2.1 Each Vendor, by submitting a proposal, represents that Vendor has:
 - 2.1.1 Read and completely understands the proposal documents.
 - 2.1.2 Based the proposal upon the materials and equipment described in the proposal documents.
- 2.2 <u>Bid Acceptance Period and Pricing</u> The offer is firm and irrevocable for sixty (60) days after the 23rd of May 2017, opening date.

2.3 Receipt and Opening of Proposals

- 2.3.1 Proposals must be submitted in an envelope labeled "Q9341: Men's Basketball Air Charter North Carolina & Battle 4 Atlantis." Your proposal must be received in the Purchasing Department of the University of Northern Iowa, 122 Lang Hall, Cedar Falls, IA 50614-0003 by 3:00 p.m., CDST, Tuesday, May 23, 2017. Any Proposal received after the date and time specified for receipt of Proposals may be returned unopened to the sender as non-responsive.
- 2.3.2 UNI reserves the right to accept or reject any or all proposals and to waive any informalities in technical or price proposals if such waiver does not substantially change the offer or provide a competitive advantage to any vendor.
- 2.3.3 No oral, telephonic or telegraphic, or modifications of proposals will be considered. If a proposal is sent by mail, allowance should be made by the Vendors for the time required for such transmission. The officer whose duty it is to open proposals will decide when the specified time has arrived and no proposal received thereafter will be accepted.
- 2.3.4 The legally authorized representative of Vendor shall sign the proposal
- 2.3.5 No responsibility will be attached to any person for premature opening of a proposal not properly identified.

- 2.3.6 The laws of the State of Iowa require that at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
- 2.3.7 All proposals become the property of UNI and will not be returned to the offeror.
- 2.3.8 Proposals may be withdrawn anytime prior to scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.
- 2.3.9 All erasures or corrections shall be initialed by the person(s) signing the proposal.
- 2.3.10 Failure to supply information requested is cause for rejection of the proposal as non-compliant.
- 2.3.11 UNI expressly reserves the right to negotiate, prior to award, any contract in whole or in part, which may result from this proposal request.
- 2.3.12 The University requires One (1) copy of your proposal, complete with sample contract, literature and other requested information and One (1) additional electronic copy.
- 2.4 <u>Addenda</u> Any and all interpretations, corrections, revisions, and amendments shall be issued by the UNI Purchasing Department to all holders of proposal documents in the form of written addenda. Such addenda shall be issued so as to be received at least seven (7) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the contract documents and shall be acknowledged in the proposal form.
- 2.5 <u>Inquiries</u> Questions relative to the technical specifications and administrative aspects of this RFP should be directed to Jon Westhoff, Purchasing Agent at (319) 273-6246.
- 2.6 <u>Tie Bids</u> The Purchasing Department will resolve tie proposals which are equal in all respects and tied in price by drawing lots. Whenever practicable, the drawing will be held in the presence of the vendors who are tied in price. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented.
- 2.6.1 Whenever a tie involves an Iowa firm and a firm outside the State of Iowa, the Iowa firm will receive preference.
- 2.6.2 Whenever a tie involves one or more Iowa firms and one or more firms outside the State of Iowa, the drawing will be held among the Iowa firms only.
- 2.6.3 Tie proposals involving Iowa produced or manufactured products and items produced or manufactured outside the State of Iowa will be resolved in favor of the Iowa product.
- 2.7 <u>Formation of Agreement</u> At its option, UNI may take either one of the following actions in order to form an agreement between UNI and the selected Vendor:

- 2.7.1 Accept a proposal as written by issuing a written "Notice of Award" to the selected Vendor which refers to this proposal and accepts the proposal as submitted. This "Notice of Award" will be in the form of a memorandum of agreement between UNI and the successful vendor.
- 2.7.2 Enter into negotiations with one or more Vendors in an effort to reach a mutually satisfactory agreement which will be executed by both parties and will be based on this proposal, the proposal submitted by the selected Vendor and the negotiations concerning these. These negotiations will not include any changes to the costs of equipment submitted on the "Proposal Bid Form", unless the negotiations change the equipment requirements.
- 2.7.3 UNI reserves the right to award a contract not based on price alone but on the basis of the proposal which best meets UNI's requirements.

2.8 Modification or Withdrawal of a Proposal

- 2.8.1 Prior to the date and time designated for receipt of proposals, proposals submitted early shall be modified or withdrawn only by written notice to UNI. Such notice shall be received by UNI prior to the designated date and time for receipt of proposals.
- 2.8.2 Withdrawn proposals may be resubmitted up to the time designated for receipt of proposals provided that they are then fully in conformance with these general terms and conditions.

2.9 <u>Proposal Obligations</u>

- 2.9.1 The contents of the proposal and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation incorporated by reference into the ensuing contract.
- 2.9.2 Proposals shall be prepared in the exact copy of the "Form of Bid" included in these documents. All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and figures. If the words and figures do not agree, the amount written in words shall be considered correct.

2.10 Form of Bid

- 2.10.1 All pricing must be indicated in the spaces provided in the Form of Bid. If additional sheets are required, they must be referenced in the Form of Bid. All costs associated with the purchase of the equipment bid must be made explicit in the Vendor's response. Any costs incurred by the successful Vendor in the completion of any award issued on the basis of this RFP, but not explicitly stated in the Vendor's response, shall not be payable by UNI.
- 2.10.2 All additional charges, including but not limited to, shipping, installation, insurance, operator training or other costs must be fully itemized and included with the proposal. Charges not specified in the proposal will not be honored unless agreed to in writing by UNI.

2.11 Qualification of Vendor

- 2.11.1 UNI shall make such investigations as deemed necessary to determine the ability of the Vendor to provide the specified services.
- 2.11.2 UNI reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy UNI that said Vendor is properly qualified to carry out the obligations of the contract.
- 2.11.3 The Vendor shall keep himself informed of, and shall provide all permits and comply with all applicable, laws, ordinances, rules, regulations, and orders of the state and federal government, or public bodies having jurisdiction affecting this proposal.
- 2.11.4 Vendor shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Federal Aviation Administration and Occupational Safety and Health Administration.
- 2.12 <u>Award of Contract.</u> Contract shall be considered awarded when the successful Vendor is served written notice by UNI.
- 2.13 <u>Multiple Proposals</u> UNI is seeking proposals which meet its requirements as outlined in the RFP. If more than one method of meeting these requirements is proposed, each should be labeled "primary," "secondary," etc., submitted separately, and they will be evaluated in the specific priorities.

2.14 Gratuities

- 2.14.1 The laws of the State of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.
- 2.14.2 UNI provides reimbursement for transportation, lodging, meals, and miscellaneous expense for its employees.
- 2.15 <u>References</u> All offers shall include **Three (3) references** currently using charter service provided by your company for **NCAA Division 1 athletic team travel**. At a minimum, this shall consist of the names and telephone numbers for each reference.
- 2.16 <u>Information Requirement</u> Descriptive literature including detailed company information, and charter services offered must be provided with your offer.

2.17 Exceptions to Specifications

2.17.1 The Vendor shall clearly state, in the RFP, any exceptions to or deviations from these specifications; otherwise, the Vendor will be held responsible for compliance with all specifications listed in this RFP. Exceptions or deviations from

specifications must be noted in the space provided within this RFP to facilitate this requirement (see Section IV, Attachment A).

- 2.17.2 <u>Preprinted Vendor's Terms and Conditions</u> UNI takes exception to any preprinted terms and conditions appearing on vendor's forms associated with this bid solicitation, as well as, any preprinted terms and conditions appearing on subsequent order confirmations and invoices, should vendor receive an order, based on this bid solicitation.
- 2.18 <u>Incomplete Information</u> Failure to complete or provide any of the information requested in this RFP, including all requested literature, schedules and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".

SECTION III

TERMS AND CONDITIONS OF THE CONTRACT

- 3.1 The term of the contract will be for the period outlined in the Specifications above.
- 3.2 <u>Contract Provisions by Reference</u>
 - 3.2.1 It is mutually agreed by and between UNI and the Vendor that UNI's acceptance of the Vendor's offer by the issuance of a contract order shall create a contract between the parties thereto containing all specifications, terms, and conditions in the proposal, except as amended in the purchase order.
 - 3.2.2 The Vendor shall clearly state on the bid response any exceptions to or deviations from these specifications or terms and conditions. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on the Bid Compliance Form in the Form of Bid (Section IV), Attachment A.
- 3.3 Remedies Upon Default In any case where the vendor has failed to deliver or has delivered nonconforming goods or services, UNI shall provide a Cure Notice. If after notice the vendor continues to be in default, UNI may procure goods or services and substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The Attorney General shall be requested to make collection from the defaulting vendor.
- 3.4 <u>Immunity From Liability</u> Every person who is a party to this agreement is hereby notified and agrees that UNI is immune from liability and suit for or from vendor's activities involving third parties and arising from this contract.
- 3.5 <u>Indemnification</u> The Vendor agrees to jointly and severally indemnify and hold UNI, its successors, the Board of Regents, the State of Iowa and assigns, harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the State may incur or sustain by reason of the failure of the selected Vendor to fully perform and comply with the terms and obligations of a resulting agreement.
- 3.6 <u>Subcontractors</u> Successful vendors shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with UNI. Successful vendors shall be responsible for payment to all subcontractors or secondary suppliers.
- 3.7 Acts of God Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, or any other disruption, it shall be the responsibility of the vendor to promptly advise Derrik Netten, UNI Basketball at (319) 273-7609. UNI will not hold the Vendor responsible for acts of nature, however UNI will utilize the FAA's Air Traffic Control System Command Center http://www.fly.faa.gov/ to validate any claims of weather related delays, airport restrictions or operational delays.
- 3.8.1 <u>Literature</u> All offers must include **complete literature** describing your offer and providing all relevant information requested. Any offer which does not include literature

Q9341 Men's Basketball Air Charter

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as requested may be considered non-compliant based on an inability to properly evaluate your offer.

3.9 <u>Responsibility for Those Performing Work</u>

- 3.9.1 The Vendor shall be responsible for the acts and omissions of all the Vendor's employees and all subcontractors, employees, and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the Vendor.
- 3.9.2 The Vendor shall at all time enforce discipline and good order among the Vendor's employees and shall not schedule any unfit person or anyone not skilled in the task assigned.
- 3.10 Termination -- Non-appropriation of Funds Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or alteration of the program under which funds were provided, then UNI shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract become available within ninety (90) days subsequent to termination under this clause, UNI agrees to re-establish a contract with the vendor whose contract was terminated under the same provisions, terms and conditions of the original contract.
- 3.11 <u>Taxes -- Federal, State, and Local UNI</u> is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on the Vendor's employee's wages. UNI is exempt from State and Local Sales and Use Taxes on the services supplied pursuant to this proposal.
- 3.12 <u>Warranty.</u> The Vendor shall unconditionally warrant the services offered as being free from defect and conforming to the requirements of this proposal. The Vendor shall correct or compensate UNI for all errors discovered in the service not due to the fault and negligence of UNI and without charge to UNI.
- 3.13 <u>Laws</u> Terms and provisions of this proposal and any contract resulting from this proposal shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this proposal or contracts resulting from this proposal shall be instituted in the appropriate courts in the State of Iowa.
- 3.14 <u>Assignment Any</u> contract resulting from this proposal may not be assigned or transferred by either party without the prior written consent of the other party.
- 3.15 The terms and conditions of this bid constitute the exclusive agreement between the parties. The terms and conditions cannot be changed without prior written consent of both parties.
- 3.16 <u>Delivery of Service</u> Vendor will make every reasonable effort to meet the schedule offered to UNI.

3.17 Payment Terms

- 3.17.1 Payment terms will be used as a consideration in making an award. UNI standard payment terms are 5% 15 net 30 days. The Vendor must indicate the amount or percentage of any prepayment requirements. **Iowa statutes require vendors to provide surety for prepayment terms.** This surety may be in the form of a Performance Bond or other acceptable form of surety such as an escrow account.
- 3.17.2 Terms other than those indicated above will be subject to UNI approval. If other terms are offered, they must be clearly indicated on your bid response.

3.18 <u>Insurance</u>

- 3.18.1 Vendors shall maintain: comprehensive general liability insurance and air charter liability insurance in the amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount **not less than the total seating capacity of the aircraft** on account of any one occurrence and Property damage liability insurance shall be in the amount not less than Five Million Dollars (\$5,000,000); **or the current industry standard insurance coverage, which ever is greater.**
- 3.18.2 The awarded Vendor will present to UNI a Certificate of Insurance showing University of Northern Iowa as an additional insured and evidencing such insurance to be in effect, which certificate will contain the statement: "The insurance covered by this certificate will not be canceled or altered except after thirty (30) days written notice has been received by UNI."
- 3.19 <u>Guarantee</u> In filling this order, vendor warrants and guarantees to buyer that the articles are in compliance with sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug and Cosmetic Act; the Consumer Product Safety Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Hazards and Substance Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; and the Federal Anti-Kickback Enforcement Act.
- 3.20 <u>Hazardous Material</u> All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code, Section 530.
- 3.21 <u>Public Records</u> The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.
- 3.22 <u>Clean Air and Water Certification</u> Vendor certifies by filling this order that its facility is not on the Environmental Protection Agency (EPA) List of Violating Facilities. Vendor will immediately notify buyer's purchasing department of the receipt of any communication indicating that any vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

- 3.23 <u>Evaluation</u> The evaluation of RFP's will be based upon, but not limited to, the following criteria:
 - . Ability to meet specifications and schedule requested (Section I).
 - . Proposed flight schedule if different from that specified
 - . Cost.
 - . References.
 - . Responsiveness to RFP terms and conditions.
 - Financial analysis of service provider if deemed appropriate.
 - . Quality of proposal offered
 - . Past performance of Vendor.

SECTION IV

Form of Proposal for Q9341

AIR CHARTER SERVICES FOR THE UNIVERSITY OF NORTHERN IOWA MEN'S BASKETBALL TEAMS – NORTH CAROLINA & BATTLE 4 ATLANTIS

4.1 The undersigned vendor, in response to your request for proposal for the above service, having examined the specifications and other proposal documents, hereby proposes to furnish all labor, equipment, materials and supplies, and to the service in accordance with the proposed contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the proposed contract documents, of which this proposal is a part.

4.2 Proposed Schedule Pricing:

1. UNI vs. North Carolina

Depart: Waterloo, IA. November 9, 2017 1:00 PM

Depart: Chapel Hill, NC November 10, 2017 After game (tip off - TBD)

| 30 Passenger Jet | \$ Fuel Rate | \$ |
|-------------------|-------------------|----|
| Model of Plane | Owner of Plane | |
| | | |
| | | |
| 60+ Passenger Jet | \$ Fuel Rate | \$ |
| | | |
| Model of Plane | Owner of Plane | |
| | | |
| | | |
| Deposit Amount | Flight time (min) | |

2. UNI vs. Battle 4 Atlantis

Depart: Waterloo, IA November 20, 2017 10:00 AM Depart: Nassau, Bahamas November 25, 2017 11:00 AM

| 30 Passenger Jet | \$ Fuel Rate | \$ |
|------------------|-------------------|----|
| Model of Plane | Owner of Plane | |
| | | |
| 100+ Passenger | | |
| Plane | \$ Fuel Rate | \$ |
| | | |
| Model of Plane | Owner of Plane | |
| | | |
| | | |
| Deposit Amount | Flight time (min) | |

| For the Bat | For the Battle 4 Atlantis trip will there be a refueling stop required?YesNo | | | | |
|-------------|--|--|-----------------------|--|--|
| If yes what | is the length of the require | ed stop? | | | |
| Please note | that all operating costs m | ust be incorporated into your pricing. | | | |
| Total comm | nissions to be rebated to U | NI (if applicable)% = \$ | | | |
| 4.2 Aircra | aft offered for charter: | | | | |
| Make | Model | FAA Registration (N) # | Age (years) | | |
| Make | Model | FAA Registration (N) # | Age (years) | | |
| Make | Model | FAA Registration (N) # | Age (years) | | |
| Make | Model | FAA Registration (N) # | Age (years) | | |
| (Ex | stend this section if more t | han one type of aircraft will be utilize | d for this agreement) | | |
| 4.3 Will Fl | ights be offered FBO? | YesNo | | | |
| | | n the event primary aircraft canno | ot make a pickup. | | |
| Make | Model | FAA Registration (N) # | Age (years) | | |
| Make | Model | FAA Registration (N) # | Age (years) | | |
| Airline or | Owner providing the b | ackup aircraft | | | |
| 4.5 Locatio | on at which passengers w | rill board and off-load: | | | |
| | Carolina game | | | | |
| | C | | | | |
| roi baute 4 | + Atlantis tournament | | | | |
| | Current cost of j | et fuel on which your offer is b | pased: | | |
| | \$ | per gallon, (see Section 1. | 11). | | |
| 4.8 Seating | capacity of aircraft offe | red: | | | |
| Plane Propo | osed | # of Seats | | | |
| Plane Propo | Plane Proposed # of Seats | | | | |
| Plane Propo | Plane Proposed # of Seats | | | | |
| Plane Propo | Plane Proposed # of Seats | | | | |

Each vendor **will provide a cabin seating map** semi-scale or web link to a suitable diagram (see Section I, 1. 2) for each aircraft type offered for charter.

UNI prefers cabin seating arrangements enhanced for transporting athletes, or a first class section or other area set aside for larger team members.

- 4.6 Each vendor will provide a confirmation of the team schedule including information on or additional cost involved with providing last minute flexibility in arrival and departure times.
- 4.7 Vendor will state when, in days, the last change in schedule can be made prior to a flight.
- 4.8 Vendor will provide a Certificate of Insurance evidencing such insurance to be in effect.
- 4.9 Each vendor will **provide a complete charter agreement** for review with offer.
- 4.10 Vendors will provide information in the form of a brochure or pamphlet describing the company and services available. This information **must include** the number and types of aircraft available in the charter fleet if not a commercial airline.
- 4.11 The undersigned Vendor states that full compliance with the proposed contract documents is maintained in this bid.
- 4.12 Vendor understands that the UNI reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
- 4.13 Vendor agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the bids.
- 4.14 Vendor hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham bid; (c) that Vendor has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that Vendor has not sought by collusion to obtain any advantage over any other Vendor or over the University.

4.15 Vendor information

with your offer.

| FIRM NAME: |
|--|
| Authorized Signature: |
| Name Printed or Typed: |
| Title: Date |
| Telephone Number: |
| E-mail: |
| Website: |
| Federal Employment Identification Number: |
| OFFICIAL ADDRESS: |
| |
| |
| All Services offered are F.O.B. Delivered |
| Payment Terms: |
| Note: Bids may not be considered complete unless this form is completed, signed and returned |

References

| #1 |
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| Firm name: |
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| Phone: |
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| #2 |
| Firm name: |
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| Phone: |
| I none. |
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| #3 |
| ··· |
| Firm name: |
| DI . |
| Phone: |
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| Authorized Signature: |
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| Name Printed or typed: |
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| Title: |
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| Dhono numbert |
| Phone number: |
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| Date: |

ATTACHMENT A

EXCEPTIONS/BID COMPLIANCE FORM

NOTE: If you do not comply or partially comply with terms or conditions of this RFP, indicate those sections and your counter term or condition below. Failure to include a term or condition or this form indicates that you are in complete compliance with those terms or conditions as stated in the RFP. Additional copies may be made as necessary.

| RFP Item Number | Comply Yes /No | Comments |
|-----------------|-------------------|----------|
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| | | |
| | | |
| | Signature: | |
| | Name: | |
| | Date: | |