



University of Massachusetts Amherst
Department of Procurement
Request for Bids:

Charter Plane Flights for the Men's Basketball Team
per the attached specifications

RFB# AA12-RH-4421

Bid Opening Date - November 2, 2011 @ 1:00 p.m. DST

The Athletic Department at the University of Massachusetts Amherst is seeking bids to provide Charter Plane Flights for the Men's Basketball Team per the following specifications.

The following aircraft specifications are required for each charter:

**If the bid company has alternative options or recommendations for airports - please specify in the bid the name of the airport(s), the location, and the distance from the competition site.

Charter Flight #1: Men's Basketball vs. Eastern Carolina University, Greenville, NC (One-way charter)

Number of Seats: 50 seats (a jet with more seats is acceptable but any plane option with fewer seats will not be considered due to weight restrictions)

Payload Capacity: Minimum of 9,000 lbs.

Depart: December 6, 2011 at approximately 10:00pm
One Way Trip From: Greenville, NC (PGV)
To: Preference is Westover Airport (AFB), Chicopee, MA, however Barnes Airport (BAF) is acceptable if return time does not permit use of Westover Airport

Charter Flight #2: Men's Basketball vs. Duquesne, Pittsburgh, PA

Number of Seats: 50 seats (a jet with more seats is acceptable but any plane option with fewer seats will not be considered due to weight restrictions)

Payload Capacity: Minimum of 9,000 lbs.

Depart: January 17, 2012 at approximately 4:00pm
Return: January 18, 2012 depart after game/game time TBD
Round Trip From: Preference is Westover Airport (AFB), Chicopee, MA, however Barnes Airport (BAF) is acceptable if return time does not permit use of Westover Airport
To: Pittsburgh, PA

What airport will you be flying into for Pittsburgh, PA: _____

Will a stop for refueling be required on this trip: (Yes/No): _____

The following aircraft specifications are required for each charter:

****If the bid company has alternative options or recommendations for airports – please specify in the bid the name of the airport(s), the location, and the distance from the competition site.**

Charter Flight #3: Men’s Basketball vs. Richmond, Richmond, VA

Number of Seats: 50 seats (a jet with more seats is acceptable but any plane option with fewer seats will not be considered due to weight restrictions)

Payload Capacity: Minimum of 9,000 lbs.

Depart: January 20, 2012 at approximately 4:00pm
Return: January 21, 2012 depart after game/game time TBD
Round Trip From: Preference is Westover Airport (AFB), Chicopee, MA, however Barnes Airport (BAF) is acceptable if return time does not permit use of Westover Airport
To: Richmond, VA

What airport will you be flying into for Richmond, VA: _____

Will a stop for refueling be required on this trip: (Yes/No): _____

Charter Flight #4: Men’s Basketball vs. Dayton, Dayton, OH

Number of Seats: 50 seats (a jet with more seats is acceptable but any plane option with fewer seats will not be considered due to weight restrictions)

Payload Capacity: Minimum of 9,000 lbs.

Depart: February 24, 2012 at approximately 4:00pm
Return: February 25, 2012 depart after game/game time TBD
Round Trip From: Preference is Westover Airport (AFB), Chicopee, MA, however Barnes Airport (BAF) is acceptable if return time does not permit use of Westover Airport
To: Dayton, OH

What airport will you be flying into for Dayton, OH: _____

Will a stop for refueling be required on this trip: (Yes/No): _____

Charter Flight #5: Men’s Basketball vs. Temple, Philadelphia, PA

Number of Seats: 50 seats (a jet with more seats is acceptable but any plane option with fewer seats will not be considered due to weight restrictions)

Payload Capacity: Minimum of 9,000 lbs.

Depart: February 28, 2012 at approximately 4:00pm
Return: February 29, 2012 depart after game/game time TBD
Round Trip From: Preference is Westover Airport (AFB), Chicopee, MA, however Barnes Airport (BAF) is acceptable if return time does not permit use of Westover Airport
To: Philadelphia, PA

What airport will you be flying into for Philadelphia, PA: _____

Will a stop for refueling be required on this trip: (Yes/No): _____

Charter Obligations:

- Fully qualified and licensed Cockpit & cabin crew
- Insurance:
 - All **required** insurance for domestic flights as –
Full all risk - **please provide a copy of air carrier certificate and copy of air carrier insurance MUST be provided as part of the bid response.** Failure to provide this with the bid response will be grounds for disqualification by the University.
 - Full war risk (if applicable)
 - Hijacking and similar coverage (if applicable)
 - Baggage & cargo liability insurance
 - Aviation Liability Insurance
 - **Must include UMass as additional insured**
 - **Bidder/contractor shall provide with the return of the RFB a copy of bidders/contractors insurance policy. This insurance policy hereinafter shall become part of this RFB.**
Failure to provide this with the bid response will be grounds for disqualification by the University.
- All necessary scheduled and unscheduled maintenance and repair to the aircraft in accordance with FAA requirements
- Aircraft handling involving passenger check-in, baggage boarding and all security screening & inspections. Please specify what form of check-in is being quoted (FBO -fix base operator or terminal check-in) ---please insure that any additional costs related to these aspects are included in the base price.
- Charter company shall indemnify and hold charterer and it's own owners, directors, officers, employees and agents harmless from and against any claim, suit, demand, actions or liability arising out of any cause or failure to act for which the charter company is legally responsible or within it's control
- Bidder/Contractor exception/s to any contract terms and conditions must be so noted in the bid process
- Contract for Services Long Form – hereinafter called Attachment A, attached hereto and made a part of this RFB. **The awarded vendor(s) will be required to sign (3) three original Contracts for Services. The awarded vendor will be required to sign the standard University Contract for Services – Long Form. If the vendor wishes to submit any additional terms to the University's Contract for Services the vendor MUST submit these terms as part of the bid response.** Failure to provide this with the bid response will be grounds for disqualification by the University. The University will review the terms submitted, but reserves the right to reject any and all additional terms at the University's discretion.
- **Bidder/Contractor must have had experience in servicing Collegiate Programs within the past 12-months and bidder/contractor must submit as part of the bid a list of three (3) references related to collegiate programs that the company has done business with during the last 12 months.**
- The bid price **must be inclusive of all costs** ---this includes but is not limited to all fees, taxes, and any other applicable costs such as landing, traffic rights, en route navigational and over flight waivers, air traffic control fees, passenger taxes, check-in costs, and approximate fuel charges. The only additional fees that the University will accept are deicing fees if applicable and fuel surcharges if applicable.
- For the fuel surcharges please use the following information:
 - Please quote each charter flight cost using a fuel base of \$3.50 on your bid.
 - Please list in the bid what the additional cost of the fuel surcharge would be for every 10 cents about \$3.50
 - Please list on the bid what your company's fuel base price is currently at the time of the bid response.

- Please submit with the bid what methodology is typically utilized by the carrier you are selecting to determine if any additional fuel surcharges may apply (i.e., when will the final fuel base price be determined; if the base fuel price is lower than \$3.50 will the University receive the lower price, etc.).
- Please remember that the bid price must be inclusive and UMass will not be responsible for any additional fees or charges above possible de-icing charges and fuel surcharges based on the structure below.

Subject to the appropriation of funds the University reserves the option to award one, multiple, or no charters.

Department contact information:

University of Massachusetts
Attn: Ms. Joyce Hahn, Business Manager
203 Boyden Building
101 Commonwealth Avenue
Amherst, MA 01003
Phone: 413-545-3522 / E-Mail: jhahn@admin.umass.edu

Invoices submitted to the University by the successful bidder for acquisitions under the contract will be itemized and priced out by the successful bidder in accordance with the figures contained in the bidder's response to this RFB. Therefore, bids must be inclusive. All payment shall be made in arrears, after services have been rendered to the satisfaction of the University.

Contract for Services:

The selected vendor(s) will be required to enter into the standard University Contract for Services. The successful vendor must sign the standard University Contract for Services and agree to all Terms and Conditions listed. A copy of the University Contract for Services can be viewed at: http://www.umass.edu/procurement/Fill-In_Forms/CFSL_RE_060208.pdf.

Respondents must indicate in their response if they are not willing to sign the Contract for Services without exception. Any vendor indicating that they are not willing to sign the University Contract for Services may be eliminated from the process either during the review process or during the final contact negotiation process at the discretion of the University.

Order Placement:

University Department will place orders with a University Purchase Orders or use of the University PROCard Credit Card.

Payment:

The University's payment terms are net thirty (30) days from the date of receipt of contractor's invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Massachusetts General Laws ch. 29 §29C and with Commonwealth regulation 815 C.M.R. 4.00.

W-9:

The successful bidder will be required to provide original signed W-9 form to the University if they are not already a recognized University vendor. A copy of this form can be accessed at: www.umass.edu/procurement - Click on "Forms" – Click on "University of Massachusetts Substitute W-9 Form".

Bid Rejection

The University reserves the right to reject any or all bids, wholly or in part, and to request any additional information it deems necessary to support the bids, including, but not necessarily limited to, bidder's technical, service, and financial qualifications. The University further reserves the right to make the award in a manner deemed in the best interests of the University.

Certification:

Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws ch.62C, §49A, that the contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker's Compensation, ch.152. Pursuant to federal law, contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Independent Contractor Status:

The contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the contractor.

Compliance with Laws and Regulations:

The contractor shall observe and obey all laws, ordinances, regulations, and rules of the Federal Government, the Commonwealth of Massachusetts, local municipalities, and the University of Massachusetts Amherst which may be applicable to its operation herein, and shall, at its own cost, obtain and maintain all permits and licenses necessary of and to its operation.

Affirmative Action, Equal Opportunity Employer:

The University of Massachusetts is an Affirmative Action, Equal Opportunity Employer and as such prohibits discrimination on the basis of race, color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity and expression, genetic information and any other class of individuals protected from discrimination under state or federal law in any aspect of the admission or treatment of students or in employment. The successful Contractor shall adhere to the same principles.

Rehabilitation Compliance:

In accordance with Section 504 of the Rehabilitation Act of 1973 and the implementing regulations of that Federal Act (45 CFR 84), the University of Massachusetts / Amherst does not discriminate on the basis of handicap in admission or access to, or treatment of employment in the programs and activities which the University operates. Inquiries concerning compliance with the regulations stated in the Federal Act should be directed to the Chancellor's Office; Whitmore Building; Amherst, MA 01003 Phone: 413-545-2004.

Recordkeeping, Audit and Inspection of Records:

The contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records

Political Activity Prohibited – Anti Boycott Warranty:

The contractor may not use any Contract funds and none of the services to be provided by the contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the contractor nor any controlled group, within the meaning of §993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in §999(b) (3) and (4) of the Internal Revenue Code of 1986, as amended; nor shall either engage in conduct declared to be unlawful by Mass Gen. Laws Ch.151E §2.

Choice of Law:

The laws of the Commonwealth of Massachusetts, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement. The contractor agrees to bring any federal or state legal proceedings arising under this Contract in which the Commonwealth or the University is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the Parties.

Indemnification of the University:

The contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting there- from and caused in whole or in part by any intentional or negligent acts or omissions of the contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.

Tax Exempt Status:

The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the contractor for any cost or expense incurred. Any other taxes imposed on the contractor on account of this Contract shall be borne solely by the contractor.

Sustainability:

Jack Wilson, UMass President, signed the President's Climate commitment in 2007. See link for more information: www.presidentsclimatecommitment.org The University is committed to reducing the adverse environmental impact of our purchasing decisions; we are committed to buy goods and services from manufacturers and suppliers who share our environmental concern and commitment. We encourage proposals to include economical and environmentally friendly products and service options which serve to minimize waste, reduce excess packaging, recycle, reduce, reuse, prevent pollution and/or offer resource efficiency. It is our goal to maximize environmental responsibility on the UMass Campuses. Please propose details on how your company can support our initiative to provide sustainable products and services to our end-users.

- ◆ Describe the tools and resources that are available to our campuses.
- ◆ Describe what initiatives your company has implemented and is working on.
- ◆ Are green and recycled products clearly identified on your web ordering system so users can easily recognize them when ordering?

The University recommends that vendors use recycled paper and double-sided copying for production of all printed and photocopied documents.

Data Security and Breach Notification:

The vendor shall protect data and information provided by the University to Vendor (“University Data”) to commercially acceptable standards and no less rigorously than it protects its own confidential information.

The vendor shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of University data.

The Vendor will not provide any University data to and sub-contractor or agent without the prior express written permission of the University or as otherwise provided under the agreement.

The Vendor shall retain any University data only as long as needed for the specified purpose and to securely dispose of any University data when there is no longer a business need to retain that data.

The Vendor agrees to notify the University immediately if any breach of the security, confidentiality or integrity of University data occurs; assist the University in any subsequent investigation and notification processes; and to otherwise comply with all applicable Massachusetts and federal laws and regulations regarding data security and breach notifications, such as M.G.L. c. 93H and Health Information Technology for Economic and Clinical Health Act (HITECH Act).

PCI-DSS (Payment Card Industry-Data Security Standard):

Treasurer’s Office required language:

Service Providers and third-party providers and the “UMASS merchant” represent and warrant to the other party that it is Payment Card Industry Data Security Standard (PCI-DSS) compliant and shall remain compliant during the term of the Agreement. In the case of a third-party application, the applications will be listed as PA DSS compliant at the time of implementation by the University. In either situation, should either party become non-compliant during the term, the non-compliant party shall promptly notify the other party of its non-compliance status. Both parties are responsible for the security of the cardholder data that is in such party’s control or possession, as mandated by PCI DSS in the performance of their individual and mutual responsibilities under this Agreement.

Service Providers must be listed on the Visa Global List of PCI DSS Validated Service Providers. Third-party applications must be listed on the PCI Security Standards Council List of Validated Payment Applications (PA-DSS). Should the Service Provider or Third Party Application not be listed, a letter from a Qualified Security Assessor stating compliance must be submitted.

Receipt of RFB from a Source Other than Issuing Office – WARNING:

Prospective bidders who have received this document from a source other than the Issuing Office should be aware that all official documents, including amendments, are posted on the University of Massachusetts Amherst Procurement web-site at: <http://www.umass.edu/procurement/bidsopen>. Bidders assume complete responsibility for obtaining all amendments, and will be bound by the terms of all amendments, even in the event that they do not receive direct communications from the Issuing Office prior to the closing date.

It is the vendor’s responsibility to check the University of Massachusetts Amherst Procurement web-site.

Bid Response Sheet:

All responses to this bid shall be made on the **Bid Response Sheet** or an exact facsimile thereof. Responses in a form which significantly deviate from the stated response parameters will not be reviewed and may be grounds for disqualification at the University’s sole discretion. An agent of the company with full authority to enter into Agreements and contracts on behalf of the company shall sign the certification.

Submission of a Bid:

Submission of a bid indicates that the bidder has read, completely understands and agrees with this Request for Bid document. If the bidder takes exception to any of the contract terms and conditions contained herein, the bidder shall so note it as an exception in this Bid Response, referencing the section and item number and giving a complete explanation for the exception.

The University reserves the right to use any such exception as grounds for rejection of the bid.

Bid Opening Time and Date: Bidders shall deliver **two (2) copies** of their bid response in its entirety including all requested samples and/or supporting documentation as required in the bid specifications to the following address by **Wednesday, November 2, 2011 at 1:00 pm, DST at which time the bids will be opened and publicly read.** Bids shall be clearly marked and addressed to:

**University of Massachusetts
Procurement Department
407 Goodell Building ~ 140 Hicks Way
Amherst, MA 01003
Fax 413-545-1643
*Attention: RFB AA12-RH-4421***

It is the sole responsibility of the bidder to insure that its bid is delivered to the Procurement Department ***in its entirety*** by the due date and time. Late bids will not be considered, and will be placed, unopened, in the bid file. Faxed bids will be accepted, provided the original is received within 5 working days after bid deadline submission date. **No electronic bids will be accepted.** Any samples and/or supporting documentation that are required in the bid specifications must be delivered at the time of bid opening.

The University is not responsible for any expenses that may be incurred by any bidder to prepare or submit bids.

Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the University. The University will not increase the purchase order to the successful vendor for omissions or oversights not due to the fault of the University or its agents. All changes must be approved in writing.

The successful bidder will be required to provide original signed W-9 form to the University if they are not already a recognized University vendor. A copy of this form can be accessed at: www.umass.edu/procurement - Click on "Forms" – Click on "University of Massachusetts Substitute W-9 Form".

All questions from prospective vendors regarding this Request for Bid shall be referred to the Purchasing Manager in the Procurement Department by email or fax only, October 26, 2011 at 2:00 PM. No telephone calls will be entertained. Inquiries received after the specified date and time will not be accepted. The University will E-Mail its response to all questions to all bidders of record by formal addendum October 27, 2011. The contact information for this individual is:

**University of Massachusetts Amherst
Rosemary A. Hassay, Purchasing Manager
Fax: (413) 545-1643
Email: procurement@admin.umass.edu**

The University will extend the due date by written addendum if such information significantly amends this request for bid or makes compliance with the original proposed due date impractical.

The University of Massachusetts is an Affirmative Action, Equal Opportunity Employer.

University of Massachusetts Amherst

Bid Response Sheet

RFB# AA12-RH-4421

**Charter Plane Flights for the Men's Basketball Team
per the attached specifications**

Bid Opening Date: November 2, 2011 @ 1:00 pm DST

All responses to this bid shall be made on this Bid Response Sheet or an exact facsimile thereof. Responses in a form which significantly deviate from the stated response parameters will not be reviewed & may be grounds for disqualification.

Inclusive **Charter #1:** Price based on fuel at \$3.50 = \$ _____

Additional Fuel Surcharge Cost for every 10 cents above \$3.50 fuel base price: \$ _____

Current Fuel Base Price: \$ _____

Inclusive **Charter # 2:** Price based on fuel at \$3.50 = \$ _____

Additional Fuel Surcharge Cost for every 10 cents above \$3.50 fuel base price: \$ _____

Current Fuel Base Price: \$ _____

Inclusive **Charter #3:** Price based on fuel at \$3.50 = \$ _____

Additional Fuel Surcharge Cost for every 10 cents above \$3.50 fuel base price: \$ _____

Current Fuel Base Price: \$ _____

Inclusive **Charter # 4:** Price based on fuel at \$3.50 = \$ _____

Additional Fuel Surcharge Cost for every 10 cents above \$3.50 fuel base price: \$ _____

Current Fuel Base Price: \$ _____

Inclusive **Charter # 4:** Price based on fuel at \$3.50 = \$ _____

Additional Fuel Surcharge Cost for every 10 cents above \$3.50 fuel base price: \$ _____

Current Fuel Base Price: \$ _____

Inclusive **Charter #5:** Price based on fuel at \$3.50 = \$ _____

Additional Fuel Surcharge Cost for every 10 cents above \$3.50 fuel base price: \$ _____

Current Fuel Base Price: \$ _____

Vendor Name: _____

Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Telephone: _____ **FAX:** _____ **E-Mail Address:** _____

Name of Person Submitting Bid: _____

Authorized Signature: _____

List three (3) customers with similar requirements as those of the University of Massachusetts Amherst whom the University may contact for reference purposes, including the company name, contact person, telephone number, address and brief description of business done with the company within the past year. By submitting this information the vendor authorizes the University of Massachusetts Amherst to contact these clients for the purposes consistent with the review of this bid.

Reference #1

Company Name: _____

Address: _____

Description of Services: _____

Contact: _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

Contract Term: _____ **Through:** _____

Reference # 2

Company Name: _____

Address: _____

Description of Services: _____

Contact: _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

Contract Term: _____ **Through:** _____

Reference #3

Company Name: _____

Address: _____

Description of Services: _____

Contact: _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

Contract Term: _____ **Through:** _____

Your signature below signifies that your company complies with the RFB.

Vendor Name: _____

Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Telephone: _____ **FAX:** _____ **E-Mail Address:** _____

Name of Person Submitting Bid: _____

Authorized Signature: _____