REQUEST FOR BID # AA14-RH-4900

| Description | |
|-------------|-----------------
| **BIDS ARE REQUESTED TO PROVIDE CHARTER PLANE FLIGHTS FOR THE FOOTBALL TEAM IN THE ATHLETIC DEPARTMENT PER THE ATTACHED SPECIFICATIONS OR APPROVED EQUAL FOR THE BID OPENING ON FEBRUARY 12, 2014 @ 1:00 P.M. EDST** | |
| The successful bidder will be required to enter into a Contract for Services with the University of Massachusetts. [http://www.umass.edu/procurement/Fill-In_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.pdf](http://www.umass.edu/procurement/Fill-In_Forms/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.pdf) | |
| The University reserves the right to make partial awards for the services requested or to make an award to more than one vendor. | |
| **TOTAL BID PRICE >>>>>>>>>>>>>>>>>** | |

**PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFB TO: ROSEMARY A. HASSAY @ procurement@admin.umass.edu**

**IMPORTANT INFORMATION**

- It is the bidder’s responsibility to insure that their bid is received in its entirety by the University of Massachusetts, Procurement Department, 407 Goodell Building, 140 Hicks Way, Amherst, MA 01003-9334 by 1:00 PM on the bid opening date specified above. Bids received after the specified date/time or at a location other than what is listed in the RFB will be rejected and placed unopened in the bid file.

- Bids may be faxed provided that they are followed up by a hard copy with written signature within 5 days of the bid date. All faxed bids must be received by the Procurement fax by the date and time of the bid above. **No electronic bids will be accepted.**

- All prices are FOB Destination, delivery free of all charges to: University of Massachusetts Amherst at a location specified on a purchase order.

- **Bidders must list their Taxpayer’s Identification Number here:**

- Bid may not be materially altered after the bids have been opened. Only the Director of Procurement can determine what a material alteration is.

- All prices must be submitted on a Net Basis. Unit price shall prevail in case of mathematical error. Payment 30 days.

- Bids on items that differ from specifications will be rejected at the discretion of the Director of Procurement. Proprietary names are quoted for informational purposes only and are not meant to limit competition. The right is reserved to accept the bid deemed best for the University.

- Exceptions to any terms and conditions contained herein, or in the bid specifications, must be noted by bidder in bid. The Director of Procurement reserves the right to reject any bid that does not conform to the specifications.

**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: ____________________________

R# 47068100
The Athletic Department at the University of Massachusetts Amherst is seeking bids to provide Charter Plane Flights for the Football Team per the following specifications or approved equal.

**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.**

*Please note that this bid is subject to the appropriation of funds. Therefore, the University reserves the option to award one, multiple or no charters.*

### Charter Flight # 1: Football vs. Vanderbilt, Nashville, TN

<table>
<thead>
<tr>
<th>Passenger Capacity:</th>
<th>Minimum of 140 seats for charter flight</th>
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</thead>
<tbody>
<tr>
<td>Estimated Payload:</td>
<td>33,000 lbs. (based on 140 passengers, all baggage, and equipment)</td>
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**Depart:** September 12, 2014 at approximately 2:00 pm  
**Return:** September 13, 2014 depart after game/game time TBD/assuming will be leaving at approx. TBD

**Round Trip From:** Westover Airport (AFB), Chicopee, MA or Barnes Airport (BAF)  
**To:** Nashville International Airport (BNA), Nashville, TN

This charter must include the following beverages for all passengers ON RETURN TRIP ONLY: Powerades, Coke Products and Coffee. This charter must include wifi.

### Charter Flight # 2: Football vs. Penn State, State College, PA

<table>
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<tr>
<th>Passenger Capacity:</th>
<th>Minimum of 140 seats for charter flight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Payload:</td>
<td>33,000 lbs. (based on 140 passengers, all baggage, and equipment)</td>
</tr>
</tbody>
</table>

**Depart:** September 19, 2014 at approximately 4:00pm  
**Return:** September 20, 2014 depart after game/game time TBD/assuming will be leaving at approx. TBD

**Round Trip From:** Prefer Barnes Airport (BAF); or Westover Airport (AFB), Chicopee, MA  
**To:** University Park Airport (SCE), State College, PA

This charter must include the following beverages for all passengers ON RETURN TRIP ONLY: Powerades, Coke Products and Coffee. This charter must include wifi.
Charter Obligations and Requirements:

- Fully qualified and licensed Cockpit & cabin crew.
- 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.
  - Price sheet will request quote for FBO - fix base operator.
  - Please insure that any additional costs related to these aspects are included in the base quoted prices.
- Insurance:
  - All required insurance for domestic flights such as –
    - Aviation Liability Insurance
    - Full war risk
    - Hijacking and similar coverage
    - Baggage & cargo liability insurance
    - The bid must include an insurance policy of $5,000,000 per seat and an aggregate minimum of $500,000,000 liability insurance. The University of Massachusetts must be named as an additional insured with the insurance carrier (a final copy of certificate with UMass named as additional insured must be submit to UMass upon award of said bid).
    - Worker’s Compensation Insurance in compliance with applicable federal and state laws, including Employer’s Liability Insurance with limits of at least one million dollars ($1,000,000) per occurrence.
    - Commercial General Liability Insurance including contractual liability coverage specifically covering this Agreement, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) per aggregate. The policy must be endorsed to include the University of Massachusetts as an additional insured.
  - Waiver of subrogation shall be in favor of the University. The waiver of subrogation applies to all lines of coverage. Include severability of interest.
  - All insurance maintained by the successful bidder shall provide that insurance for the benefit of the University shall be primary and the University’s own insurance shall be non-contributing. The successful bidder shall provide the University with certificates of insurance evidencing the above referenced insurance policies as part of this bid.
  - The terms and conditions of the insurance policies shall include a provision that the University shall be given thirty (30) days prior written notice of cancellation, material change, or non-renewal of the coverage.
  - The successful bidder shall cause its subcontractors to purchase, carry, and maintain all insurance coverage and coverage limits that this Section requires successful bidder to have.
  - Charter company shall indemnify and hold charterer and its 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 its control.

If bidders are subcontracting the aircraft, bidder must provide a letter from the subcontracted airline stating that aircraft has been secured for said charter flights contained within this bid. A copy of the airline’s insurance certificate and a copy of the airline’s operating certificate must be included with the bid. Please note that the University reserves the right to contact the airline to confirm the authorization of the broker to utilize their aircraft in our charter flight bid.

Please note as part of your bid if you are a 121 certified carrier. Please provide copy of certification.

- Disclose any cancelled charter flights in the past 18 months your company has been responsible for and state the reason for the cancellation.
- Contract for Services Long Form – hereinafter call Attachment A attached to and made part of this RFB. The selected vendor will be required to sign the standard University Contract for Services. If vendor wishes to submit any additional terms to the University’s Contract for Services the vendor MUST submit these terms as part of bid.
The University will review the terms submitted, but reserves the right to reject any and all additional terms at the University’s discretion.

- 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, catering costs, and approximate fuel charges. The only additional fees that the University will accept are de-icing fees if applicable and fuel surcharges if applicable.

- For the fuel charges please use the following information:
  - Please quote each charter flight cost using a fuel base of $4.00 on your bid.
  - Please list in the bid what the additional cost of the fuel surcharge would be for every 10 cents above $4.00.
  - Please list on the bid what your company’s fuel base price is currently at the time of the bid.
  - 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 $4.00 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.

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/Word%20Source%20Files/CFSL/CFS_Long_May2010_enabled.pdf.

Respondents must indicate in their response if they are not willing to sign the University 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.

Submit as part of your Bid Response – Appendix A – any proposed Amendments to the University’s Contract for Services and the proposed Scope of Services to be included as an Amendment to this Agreement.

Special Note: If you are submitting a bid on an “approved equal” all detailed information on the product must be included within the bid. Failure to include this information may disqualify the bid.

“Or Approved Equal” Specifications:

Any reference to brand names and numbers in this solicitation is descriptive, but not restrictive, unless otherwise specified. Offers on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing
the offer clearly describes the article offered and how it differs from the referenced brands. **Unless the respondent specified otherwise, it is understood that the respondent is offering a referenced brand item as specified in the solicitation.** The University will determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name referenced; and the University may require a respondent offering a substitute to supply additional descriptive material and a sample.

If items requested have quality guidelines of brand name or equal; the items offered must be equal to or better than the brands and model numbers specified as determined by the University of Massachusetts. The use of brand names in this solicitation are for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent products to those designated may be considered for award. “Or Equal” submissions will not be rejected because of minor differences in design, construction or features that do not affect the suitability of the product for its intended use.

**Cancellation for Cause:**

Any purchase agreement or contract arising from this solicitation will be subject to cancellation by the University of Massachusetts upon written notice and without penalty to the University of Massachusetts if, in the opinion of the University of Massachusetts, the quality, delivery schedule, specifications, terms, conditions, and other service requirements are not maintained as originally stated and accepted by the vendor.

**Order Placement:**

The University will place orders with a University Purchase Order or 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.

Invoices submitted to the University by the successful bidder for services provided 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 all inclusive. All payments shall be made in arrears, after services have been rendered to the satisfaction of the University.**

**Governing Law:**

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**Massachusetts Public Records Law / Public Information:**

All bids and related documents submitted in response to this RFB are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, and Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the bid response that are inconsistent with those statutes will be disregarded.

When submitting a request for public access to such documents please submit this request in writing to: procurement@admin.umass.edu referencing “Public Records Request” in the header along with the RFB# and the details of the public records request.

**Confidentiality / Privacy:**

Once the bids have opened they become public information. Proprietary data, properly identified by the vendor, will be held in strictest confidence where there is no violation of public disclosure laws in compliance with the Public Information Act. Vendors must mark or identify in their bid response, area that they request be held confidential and the University shall take all such requests under advisement but offers no guarantees that information will be considered as such.
The vendor shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the vendor may acquire or have access to “personal data” and become a “holder” of such personal data (as defined in Mass. General Laws Ch. 66A) or personal information (as defined in Mass. Gen. Laws Ch. 93H). Personal data and personal information shall be deemed to be “Personal Information”. The vendor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored or maintained by University and provided to or accessed by the vendor in the performance of services irrespective of the medium in which it is held. The vendor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy.

Publicity / Release of Information:

The vendor shall not issue any press release, promotional or marketing materials or other public announcement regarding this Contract or the relationship between Parties without the University’s prior written consent. The content of any such press release, promotional or marketing materials, or other public announcement issued by the vendor shall be subject to the prior review and approval of the University.

Assignment and Delegation:

The vendor shall not assign or in any way transfer any interest in the Contract without the prior written consent of the University, nor shall the vendor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

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.

Certification of Non-Collusion:

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), the bidder certifies under penalties of perjury that their bid is in all respects bonafide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Conflict of Interest:

The vendor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Massachusetts General Laws Ch. 268A and to that extent; the vendor agrees to comply with all requirements of the statute in the performance of this Contract.

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.
**Scheduling and Coordination:**

The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, municipal ordinances and regulations in any manner affecting those engaged or employed in the work of this Contract.

The Contractor shall take all precautions for preventing injuries to persons and property in or about the work. The Contractor shall neither permit nor allow smoking where it creates a hazard nor the introduction or use of spirituous or intoxicating liquors upon or about the work embraced in this Contract or upon any grounds occupied by him.

**Protection of Lives and Health:**

The vendor shall comply with all laws, ordinances, rules, orders and regulations; National, State or local laws, rules, orders, regulations and codes in the work under this contract.

The vendor shall take all precautions for preventing injuries to persons and property in or about the work site. The vendor shall not permit smoking by employees in any State Building. The vendor shall not allow the use of intoxicating beverages upon or about the work site. The vendor shall not allow the use of non-prescription controlled substance drugs upon or about the work site.

The vendor will be responsible to the University for the acts and omissions of all persons directly or indirectly employed by him in connection with the work.

Should the University deem that the Contractor is not abiding by the provisions of this section or that a serious unsafe condition exists which threatens the health, lives, safety or property of the University community, an immediate suspension of operations may be ordered until such unsafe acts or conditions are corrected.

The vendors’ failure to comply with any of the requirements of this section shall be cause for immediate termination of this contract.

**Tobacco-Free – University of Massachusetts Amherst Policy:**

The University of Massachusetts Amherst shall prohibit tobacco use starting July 1, 2013.

For the purpose of this policy, “tobacco” refers to any and all tobacco products, whether inhaled or ingested, as well as electronic cigarettes. The use of tobacco products shall be prohibited everywhere on campus, inside buildings and throughout the grounds. This policy applies to everyone and anyone on campus, including staff, faculty, contractors and visitors.

a. The use of tobacco will be prohibited in all buildings and vehicles owned or leased by UMass Amherst, regardless of location.

b. The use of tobacco will also be prohibited on all University grounds and in any outdoor area controlled by the University. This includes all University land, parking lots and parking ramps, athletic fields, tennis courts and recreational areas.

c. The use of tobacco will be prohibited inside any vehicle located on University grounds.

d. When any person enters the grounds of the University, any smoking material shall be extinguished and disposed of in an appropriate receptacle at the perimeter of the grounds of the University.
**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 vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation. The vendor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1900; and the Massachusetts General Law, Chapter 151B.

**Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE):**

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) is strongly encouraged to submit proposals in response to the RFP. For the purposes of this RFP the term MBE or WBE shall mean a consultant who is certified as a minority business enterprise by the Massachusetts State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is still certified at the time the respondent’s qualifications are submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance / Supplier Diversity Office (SDO) at (617)502-8831 or go to http://www.somwba.state.ma.us/ or E-mail-wsdo@state.umass.edu for more information.

**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.

Contactors providing services over $10,000 within a twelve (12) month period to the University hereby consent to grant the Federal Controller General or HHS or their agents access to the Contractor’s books, documents or records as per the Omnibus Reconciliation Act of 1980.
**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.

**Nuisances Prohibited:**

The committing of any nuisance on the land of the Commonwealth and adjacent property shall be rigorously prohibited and adequate steps taken to prevent it.

**Entering University Buildings:**

The Contractor and his employees are prohibited from entering, using or being in any University building except for authorized business. Toilet facilities will be designated by the respective ordering department.

**Parking Regulations and Use of Walkways:**

All contractors’ vehicles and those of its employees working on those projects not involving contract limit lines shall be charged a fee for on-campus parking. On campus registration at the Parking Office shall be the responsibility of the Contractor. Unregistered vehicles not parked at a parking meter or in the Campus Center Garage are subject to a parking violation ticket and/or towing off-campus. Contractors are cautioned that parking regulations are strictly enforced by campus police. All costs, including fines and towing fees are the responsibility of the Contractor.

Vehicular traffic and parking on campus walkways, lawns and gardens is restricted. It shall be the responsibility of the Contractor(s) to request the proper permits from the Parking Office. Unauthorized vehicles will be ticketed and towed.

**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 therefrom 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.

**W-9:**

The successful bidder will be required to provide an 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: https://www.umass.edu/procurement/Fill-in_Forms/UMW9_Amh_fill-in.pdf.

**Certification of Tax Status:**

Pursuant to Massachusetts General Law, Chapter 62C, Section 49A, the bidder certifies under penalties of perjury that to the best of the bidder’s knowledge and belief, they have files all state tax returns and paid all state taxes required by law.

**Sustainability:**

The University of Massachusetts 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 subcontractor 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):

Service Providers and third-party providers and the “UMASSS 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.

Future Expansion: University of Massachusetts:

The University of Massachusetts is consisted of five (5) campuses which include: Amherst, Boston, Dartmouth, Lowell and Worcester. The University may have other departments or campuses that would be interested in utilizing the services proposed under this RFB within the contract time frames as defined in the RFB.

If another department or campus wishes to utilize this option, that department or campus will issue a separate Purchase Order and a separate University Contract for Services to cover the desired services.

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.

The University reserves the right to require additional information from vendors and to conduct necessary investigation to determine responsibility of vendors or to determine accuracy of the information furnished in the bid response.

Bidder’s Exception to Terms and Conditions:

If the bidder takes exception to any of the terms and conditions contained herein, the vendor shall no note it in its bid response, referencing the section and giving a complete explanation for the exception. Exceptions in the RFB may be grounds for rejection of the vendor’s bid at the sole discretion of the University.

Withdrawal of Bid:

Bid offers may be withdrawn at any time prior to the bid opening date but no respondent may withdraw a bid after its bid has been opened and read.
**Bid Signature:**

The bid response shall be signed by an officer who is authorized to make such commitments for the vendor. The signature signifies that the company complies with all terms and conditions set forth in the request for 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 **February 12, 2014 at 1:00 pm, EDST** 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 AA14-RH-4900
```

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.

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 or bids delivered to an incorrect location 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.

Only bids that are received by the bid opening date and time will be considered.

The UNIVERSITY reserves the right to reject any or all bids, wholly or in part and the right in its sole discretion, to accept the bid which it considers most favorable to the University’s interest and the right to waive any minor irregularities in the bids when such a procedure is reasonable in its best interest.

**Bid Results and the Right to Split Awards:**

Bid results will not be automatically transmitted to every bidder. It is the bidder’s responsibility to contract the Procurement Department to review the bid results and award.

The University reserves the right to split awards, if deemed by the Director of Procurement to be in the best interest of the University. If a split award is unacceptable to the bidder, it must be so stated in the bid response.

**Inquiries Received After Specified Bid Opening Date and Time:**

Inquiries received after the specified date and time will be date stamped and put unopened in the bid file. Any bid received after the specified date and time will not be considered in the bid response review.

If, at the time of the scheduled bid opening the University of Massachusetts Amherst is closed due to inclement weather or another unforeseeable event, the bid opening will be extended until 1:00 pm on the next normal business day. Bids will be accepted until that date and time.

*No electronic bids will be accepted.*
Any samples and/or supporting documentation that is required in the bid specifications must be delivered at the time of bid opening.

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, February 5, 2014 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 February 6, 2014. 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.

<<<<<< The remainder of this page is intentionally left blank >>>>>>
Charter Plane Flights for the Football Team

per the attached specifications

Bid Opening Date: February 12, 2014 @ 1:00 pm EDST

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.

Exhibit A

All Bids must address all questions contained in this Request for Bid and vendors should include any additional information that would enhance their proposal and which would help the University in making its selection decision.

All bids shall respond to the following questions:

1. **Contact:** Indicate the name and telephone number of the person who would serve as the contact person should you be awarded the contract:
   a. Contact Person Name:__________________________
   b. Telephone number(s):_________________________
   c. Fax Number:_________________________________
   d. Email Address:_______________________________

2. Please supply information about your company such as the number of years your company has been in business for services of this type and magnitude.

3. Please provide most current audited Financial Statements for your company.

4. Please disclose any lawsuit and bankruptcy proceedings that are active and the current status.

5. Provide current (2013-2014) references within NCAA Division I intercollegiate athletic programs to which you have provided services of the same size and scope of those UMass Athletics is requesting (UMass desires at least three references). Please note that if the phone numbers are not correct and the contact cannot be reached, references may be considered invalid. If the University has used the bidder in the past, the University reserves the right to use itself as a reference in addition to the three (3) references listed below.

<table>
<thead>
<tr>
<th>School Name</th>
<th>Contact Person</th>
<th>Phone Number/Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td>2.</td>
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<td></td>
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<tr>
<td>3.</td>
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</tbody>
</table>

6. Please provide as part of your bid the contact information for the operations point of contact that will be assigned to UMass and that would handle all the flight details prior to departure (include, name, title, phone number, fax number, and email address). Please also provide any other employees that your company will appoint to work on this contract.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Position</th>
<th>Phone Number/Email Address</th>
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<tbody>
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</tbody>
</table>

7. Please list as part of your bid the contact information for the operations point of contact that will be assigned to UMass and that would handle all the flight details prior to departure (include, name, title, phone number, fax number, and email address). Please also provide any other employees that your company will appoint to work on this contract.

8. Safety Information: Please provide information concerning the safety practices of your company such as 1) What is your current Safety Rating with the Department of Transportation; 2) Have you received any fines and penalties from the Department of Transportation in the past 24 months;
All Bids must address all questions contained in this Request for Bid and vendors should include any additional information that would enhance their proposal and which would help the University in making its selection decision.

**Exhibit B**

Inclusive Charter Flight # 1: **Football vs. Vanderbilt, Nashville, TN**

Inclusive Price based on fuel at $4.00 and assuming FBO check-in = $_______________________________

Additional Fuel Surcharge Cost for every 10 cents above $4.00 fuel base price = $____________________

Current Fuel Base Price: $________________

Name of Air Carrier: _________________________________________________________________

Description and Age of the Plane: _______________________________________________________

What airport will you be flying into in Nashville, TN: _____________________________?

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

Please list the estimated time flight (i.e. 2 hours):________________________________________

******************************************************

Inclusive Charter Flight # 2: **Football vs. Penn State, State College, PA**

Inclusive Price based on fuel at $4.00 and assuming FBO check-in = $_______________________________

Additional Fuel Surcharge Cost for every 10 cents above $4.00 fuel base price = $____________________

Current Fuel Base Price: $________________

Name of Air Carrier: _________________________________________________________________

Description and Age of the Plane: _______________________________________________________

What airport will you be flying into in State College, PA: _____________________________?

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

Please list the estimated time flight (i.e. 2 hours):________________________________________

~ Please note that this bid is subject to the appropriation of funds. ~

Therefore, the University reserves the option to award one, multiple or no charters.

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: __________________________________________________________________________