



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP

FLIGHT TRAINING PROGRAM-FY21

ADDENDUM NO. 1

Dated: 11/18/2020

**PROPOSAL MUST BE RECEIVED BEFORE:
5:00 PM, WEDNESDAY DECEMBER 2, 2020**

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
Procurement Services
2124 Wilson Drive
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **Stephen F. Austin State University Procurement Services** before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:

Kay Johnson or Jennifer McCall
Stephen F. Austin State University
Procurement and Property Services
936-468-4037 or 936-468-4263
email: johnsondk6@sfasu.edu and
Jennifer.McCall@sfasu.edu

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #
FLIGHT TRAINING PROGRAM-FY21**

**PROPOSAL MUST BE RECEIVED BEFORE:
5:00 PM, WEDNESDAY DECEMBER 2, 2020**

ADDENDUM NO. 1

UPDATES IN RED

1.6 OPEN RECORDS

SFA anticipates that the review of the proposals will be completed and awarded in December 2020. Due to the nature of the proposals, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and agreements, after all negotiations are completed, may be subject to open records requests. Additionally, state law requires each contract for the purchase of goods or services to be posted on the University's website. By entering into a contract with the University, the firm acknowledges and accepts the University will comply with all applicable laws regarding the public posting of contracts.

PLEASE NOTE THE FOLLOWING RESPONSES TO THE QUESTIONS RECEIVED:

1. The airport manager, Joe Cefalu, indicated that the city or university may be leasing the required facilities. However 2.1.4 indicates that the Service Provider will be responsible for obtaining facilities. Which will be the case? If the city/university have already negotiated a lease for a facility, may the bidder review it?

Answer: The university prefers that the Service Provider make the arrangements for the lease of the airport facilities.

2. Section 2.1.3 indicates that the majority of the fleet should remain 10 years or newer. This will raise the cost of training considerably. Would the university be open to refurbished aircraft as well? These older aircraft have had the engine, propeller, interior, and avionics replaced recently. Examples of such are available.

Answer: The university prefers that the Service Provider adhere to FAA Part 141 guidelines and insurance guidelines. Our greatest concern is safety of our students and the university wants assurance that the provider is deeply committed to safety.

3. Section 1.6 seems to conflict with Section 1.5. It is assumed an award is anticipated in December 2020, not December 2021.

Answer: Section 1.6 has been revised.

4. Section 1.15 – Our firm cannot destroy FAA Part 141 records, even in the event of a contract cancellation, for about two years. Is this acceptable?

Answer: The university prefers that the Service Provider adhere to all applicable rules, including FAA and SFA policies. Applicable law will prevail.

5. Will the Chief Instructor be an employee of SFA or the Service Provider. If the Chief instructor is an employee of SFA, then is it expected that the Chief Instructor also be an Assistant Chief for the Service Provider and if the Chief Instructor is an employee of the university, then specifically which ongoing tasks will they be responsible for the ongoing accreditation and college course plan?

Answer: The intent is that the Chief Instructor will be an employee of the Service Provider unless it is determined through the accreditation process that the Chief Flight Instructor is required to be employed by the university. It is desired that the Service Provider will work with the university through the process to ensure all requirements are met by the FAA and SACSCOC. It has not yet been determined if the Chief Instructor will also serve as an Assistant Chief for the Service Provider.

6. Regarding Section 2.1.2, typically our firm considers FAA certification sufficient for all line flight instructors (not Chief or Assistant Chief). Is this in line with SFA expectations?

Answer: The university will accept the FAA certification as sufficient for all line flight instructors.

7. Regarding Exhibit D, typically multiple different types of aircraft are used in the Commercial Pilot Course. All courses use simulators and aircraft which are charged at different rates. Can a modified form be provided allowing for multiple aircraft rates per course? Alternately, can the Service Provider provide pricing in another format?

Answer: Exhibit D will be utilized to evaluate the financial portion of the proposal and the university is seeking to understand on average how much the Service Provider would charge for the delivery of services requested. We recognize there may be varied costs based on actual flight time and type of aircraft used and ask that the respondent provide an average in the template. Exhibit D also allows the respondent to explain how they will bill the university and the respondent may refer to and attach an alternate pricing model if that better matches how they will bill for services.

8. Regarding Exhibit D for estimated hours, should expected hours to graduate be used or FAA minimum hours. We suggest an average to better understand pricing for students, but then pricing may not be the exactly comparable to other bidders.

Answer: The University suggests the FAA minimum hours at the least, but recommends that you include information using expected average hours and FAA minimum hours. If the respondent is concerned about comparability, then you may refer to and provide additional information as needed.

9. Regarding Exhibit G, does SFA intent to do a Certified Flight Instructor (CFI) and Certified Flight Instructor Instrument (CFII)? We strongly suggest that graduates obtain both certifications to be competitive in the job market.

Answer: Yes, both CFI and CFII are intended.

10. Regarding Exhibit G, does SFA intend to do a Commercial Multi Engine initial followed by a single-engine add-on OR a Commercial Single Engine initial followed by a multi-engine add-on? If unsure, the bidder can discuss the benefits of both.

Answer: The University is unsure which approach would be best and anticipates working with the selected Service Provider to discuss the benefits of each.



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NACOGDOCHES, TEXAS
PROCUREMENT AND PROPERTY SERVICES
P. O. Box 13030
NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP NUMBER
FLIGHT TRAINING PROGRAM-FY21

PROPOSAL MUST BE RECEIVED BEFORE:
WEDNESDAY DECEMBER 2, 2020 AT 5PM

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Property Services
P. O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

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STEPHEN F. AUSTIN STATE UNIVERSITY

**Request for Proposal
Flight Training Program–FY21**

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EXHIBITS

- Exhibit A Execution of Offer
- Exhibit B Acknowledgment of Addenda (if needed)
- Exhibit C Non Collusion Affidavit
- Exhibit D Financial Proposal
- Exhibit E Qualifications and Experience
- Exhibit F Submittal Questionnaire
- Exhibit G Draft Degree Plan

SECTION 1 INTRODUCTION

1.1 SCOPE OF PROPOSAL

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from qualified firms to engage as an independent contractor to provide professional pilot school instruction for the University to be utilized in conjunction with a degree aviation program offered by the University.

The Scope of Services are more specifically described in Section 2 (“Statement of Work”) of this Request for Proposal (RFP).

1.2 CONTRACT TERM

This contract will begin after award as mutually agreed and upon executed agreement. The preferred start date would begin on or around August 2021 for a period of approximately five (5) academic years with a possible option to renew at a term that is mutually agreed upon by the University and the Service Provider during the contracting phase.

1.3 SFA INFORMATION

Stephen F. Austin State University is a comprehensive, regional institution located in Nacogdoches, Texas. The University enrolls approximately 12,000 students, offering approximately 80 undergraduate majors and more than 120 areas of study within six academic colleges – business, education, fine arts, forestry and agriculture, liberal and applied arts, and sciences and mathematics. Accredited by the Southern Association of Colleges and Schools, SFA provides the academic breadth of a state university with the personalized attention of a private school.

1.4 RESPONDENT QUALIFICATIONS AND EXPERIENCE

The University will give preference to those qualified vendors who meet the qualifications and experience requirements listed in EXHIBIT E.

1.5 SCHEDULE OF EVENTS*

*DATE	EVENT
November 6, 2020	Issuance of Request for Proposal
November 13, 2020 by 5:00 PM	Deadline for Questions
November 18, 2020	Question and Answer Addenda Document Posted, if any
December 2, 2020 at 5:00 PM	Requests for Proposals Due
December 3, 2020 until awarded	Evaluation of Proposals and Selection of Finalists and/or negotiations
December 2020	Notification of Award
December 2020	Contracting Process
TBD	Scope of Work to begin

*Dates are tentative and subject to change.

1.6 OPEN RECORDS

SFA anticipates that the review of the proposals will be completed and awarded in December 2021. Due to the nature of the proposals, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and agreements, after all negotiations are completed, may be subject to open records requests. Additionally, state law requires each contract for the purchase of goods or services to be posted on the University's website. By entering into a contract with the University, the firm acknowledges and accepts the University will comply with all applicable laws regarding the public posting of contracts.

1.7 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

In accordance with Gov't Code 2161.252, Stephen F. Austin State University has determined that subcontracting opportunities are not probable under this contract.

Stephen F. Austin State University is an equal opportunity employer and all Historically Underutilized Businesses (HUBs) are encouraged to participate. In addition, SFA actively promotes a Historically Underutilized Business program in compliance with the State of Texas. Respondents are encouraged to actively seek to subcontract or partner with HUBs in an effort to create an environment that supports, where possible, the HUB program and actively acknowledges and values diversity. More information about HUBs or the University's HUB program can be found at <http://www.sfasu.edu/purchasing/703.asp>.

1.8 TITLE IX

Stephen F. Austin State University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Stephen F. Austin State University-controlled property, including institutions and entities with whom Stephen F. Austin State University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Stephen F. Austin State University's Title IX investigation; and, 3) Cooperate fully with all sanctions that Stephen F. Austin State University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Stephen F. Austin State University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and termination of business or contractual relationships.

1.9 PARKING ON CAMPUS

All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking Services Office supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31.

Contractor shall be responsible for obtaining parking permits from the Parking Services Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking Services Office telephone number is 936-468-7275

1.10 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of SFA, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three

most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of SFA and at no fault to SFA, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that SFA must undertake to replace the terminated Contract.

1.11 ISRAEL NON-BOYCOTT VERIFICATION

To the extent that Section 2270.002, Texas Government Code applies, Contracting party hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as Section 808.001(1), Texas Government Code defines that term.

1.12 CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Pursuant to Section 2252.152, Texas Government Code, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 2270.0153, 2270.0201, or 2252.153, Texas Government Code.

1.13 CONFIDENTIALITY

Pursuant to the Gramm-Leach-Bliley Act (GLBA), every Service Provider (Contractor), defined as any person or entity that receives, maintains, processes or otherwise is permitted access to nonpublic personal information as defined in 16 C.F.R. § 313.3(n), whether in paper, electronic, or other form, about a university employee or student through its provision of services directly to the university is subject to the following requirements:

a . The Service Provider (Contractor) must ensure the security and confidentiality of nonpublic personal information as defined in 16 C.F.R. § 313.3(n), protect against any anticipated threats or hazards to the security and integrity of such information and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any university employee or student.

b. To the extent contractor is provided Stephen F. Austin State University employee or student information owned, possessed or used by Stephen F. Austin State University and that is communicated to, learned, or otherwise acquired by Contractor in the performance of Contractor's duties and obligations under this Agreement, Contractor, its management, employees and agents agree to keep such information confidential, beginning on the date Contractor is first given access to said data and continuing through the term of this Agreement and any time thereafter. Contractor, its employees and agents shall not disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's, its management's, employees' or agents' own benefit or the benefit of another, any such confidential information, unless required by law. Contractor shall take appropriate safeguards to protect the data

and limit access to such to only those representatives of Contractor that must have access for the purposes of this Agreement.

1.14 GROUP PURCHASING AUTHORITY

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Section 51.9335, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP.

1.15 FERPA

To the extent applicable, Contracting Party agrees to hold student information, including any personally identifiable student information or education records as those terms are defined under federal law, ("Confidential Data") in strict confidence and warrants to University that it will use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Confidential Data from unauthorized use or disclosure in violation of the Federal Family Educational Rights and Privacy Act ("The Buckley Amendment or "FERPA"), 20 USC 1232 g and not to use or disclose Confidential Data except as permitted or required by this Contract, as required by law, or as otherwise authorized by University in writing. Contracting Party further agrees not to use Confidential Data for any purpose other than the purpose for which the disclosure to Contracting Party was made. Contracting Party shall continue to maintain the confidentiality and privacy of the Confidential Data retained in its system after cancellation, expiration or other conclusion of the Agreement. Upon termination, cancellation, expiration or other conclusion of this Contract, Contracting Party shall return all Confidential Data to University or, if return is not feasible, destroy any and all Confidential Data. If Contracting Party destroys the information, it shall provide University with a certificate confirming the date of destruction of the data. Contracting Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Contracting Party. Contracting Party shall, within one day of discovery, report to University any use or disclosure of confidential information not authorized by the Agreement or in writing by University. Following this report, Contracting Party will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Contracting Party will furnish a confidential written report to University indicating the results of the investigation, what Contracting Party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Contracting Party has taken or shall take to prevent future similar unauthorized use or disclosure.

SECTION 2 STATEMENT OF WORK

2.1 SCOPE OF WORK

2.1.1 Stephen F. Austin State University is seeking proposals from qualified firms to engage as a service provider to provide professional pilot school instruction for the University to be utilized in conjunction with the degree program offered by the University.

2.1.2 Degree Program Curriculum and Instruction

The Service Provider will need to provide the following:

- Hold or attain Title 14 Code of Federal Regulations (“Part 141”) provisional pilot school status on or before September 1, 2021
- Demonstrate possession of Federal Aviation Administration (FAA) approved Part 141 flight training syllabi which shall be submitted to the University for advanced approval
- Ensure that all flight and ground school instruction courses made available will comply with applicable FAA requirements for each flight training level
- SFA will be responsible for the curriculum and the syllabi and the Service Provider will work with the University to continually update and refine the curricular and instructional portions of the curriculum
- Ensure quality of instruction standards must meet or exceed those specified in Federal Aviation Regulations (FAR) Part 141.83 and any amendments thereto
- Demonstrate ability to maintain pertinent data about the training and experience of all instructors
- Work with the University to identify a “Chief Flight Instructor” representing the Service Provider who will work to ensure that Service Provider’s instruction is of high quality and consistent with the academic processes, policy or requirements of the University, Southern Association of Colleges and School Commission on Colleges (SACSCOC) as well as the FAA
- Demonstrate that the Chief Flight instructor possesses a Bachelor Degree
- Ensure all Service Provider ground school and flight instructors shall be FAA certificated flight instructors holding appropriate category and class ratings for the instruction being given and approved by Service Provider’s Chief Flight Instructor
- The Chief Flight Instructor will work in collaboration with the University and use reasonable efforts to document and gain approval for these courses and updates through the University curricular approval process already in place
- While Service Provider instructors are employees of Service Provider, they will coordinate with the University Aviation Program Coordinator and Academic Dean, or his/her designee. Due to accreditation requirements, instructors may be employed by the University as adjunct faculty.

2.1.3 Aircraft and Equipment

- Supply a fleet of multi-engine and single-engine training aircraft in sufficient number to meet the training requirements of the University and at least one aircraft needs to be certified for spin training
- Own and maintain flight simulator(s) for the flight training program and at least one simulator must be capable of National Intercollegiate Flying Association (NIFA) scoring
- Ensure the majority of the training fleet remains under 10 years old
- Ensure aircraft are maintained and that all record keeping and maintenance logs are maintained and are available for inspection as requested
- Outline how aircraft maintenance will be structured and performed to maximize airplane availability during peak daytime flying hours
- Address fueling aircraft and maintenance down time in a manner as to minimize the disruption of the flight schedules for University students
- Maintain curricular, aircraft, equipment, recordkeeping, and financial standards such that is maintains good standing with the FAA throughout the term of the agreement

2.1.4 Laboratory/Classroom

- Flight training occurs at the A.L. Mangham Jr. Regional Airport in Nacogdoches, Texas (OCH)
- Address facility needs to provide instruction at OCH
- The Service Provider will provide the hangar space and flight training facilities at OCH as needed

2.1.5 Other

- Service Provider to provide rates in the format provided in EXHIBIT D
- Negotiation of Contract will include consideration of the following but not limited to aircraft and simulator requirements, maintenance requirements, insurance, aircraft utilization and flight training rates, hourly rate structure, facilities, instruction space, hangar space, fuel, flight instruction, safety issues, and administration.
- Aviation Sciences draft degree plan is provided in EXHIBIT G for informational purposes

2.2 INSURANCE REQUIREMENTS

The Service Provider agrees to provide the following insurance coverage:

- (a) In connection with the operation of aircraft and the performance of this agreement, the Service Provider engaged to provide the flight training shall procure and maintain at all times during the performance of service under this Agreement, an Aircraft Liability Insurance Policy including limits of not less than One Million Dollars (\$1,000,000.00) Combined Single limit per occurrence for property damage, bodily injury, and passenger injury, with each passenger seat limited to \$100,000, and a Premises Liability Policy including limits of not less than One Million Dollars (\$1,000,000) Per Occurrence and Two Million Dollars (\$2,000,000.00) Aggregate Limit.

-
- (b) The Service Provider shall, prior to initiation of flight instruction under this Agreement, submit to the University (1) a certified copy of the insurance policy actually procured and maintained, and (2) an insurance certificate issued by the insurance carrier certifying to the existence of the required insurance coverage.
- (c) Stephen F. Austin State University, its Board of Regents, employees, agents, and successors, servants, employees, and students while acting within the scope of their duties as such, shall be among the additionally insured in each of such policies.

During the contracting phase, additional insurance requirements may also be required as mutually agreed up by the University and the Service Provider.

**SECTION 3
INSTRUCTIONS TO RESPONDENTS**

3.1 CONTACT INFORMATION

3.1.1 All questions regarding the solicitation, or response must be forwarded to the following:

Kay Johnson
Director of Procurement and Property Services / HUB Coordinator
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962
Phone: 936.468.4037
Fax: 936.468.4282
Email: johnsondk6@sfasu.edu

OR

Jennifer McCall
Associate Director of Procurement and Property Services
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962
Phone: 936.468.4263
Fax: 936.468.4282
Email: Jennifer.McCall@sfasu.edu

3.1.2 Questions relating to the HUB Subcontracting Plan may be directed to the Procurement and Property Services Director/HUB Coordinator, Kay Johnson, 936-468-4037, johnsondk6@sfasu.edu.

3.2 SUBMITTAL DEADLINE AND LOCATION

All proposals must be received by SFA no later than 5:00 PM, Wednesday, December 2, 2020.

Proposals are to be submitted to:

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Property Services
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Stephen F. Austin State University
Procurement and Property Services
2124 Wilson Drive
Nacogdoches, TX 75962

All U.S. Mail addressed to any component of SFA is delivered to a central mailroom and redistributed by SFA personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mailroom and receipt in the Procurement and Property Services Department. Proposals must be in the office of the Procurement and Property Services Department by the time set for RFP closing in order to be considered,

and receipt by SFA at the central mailroom will not be deemed sufficient. The University shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the Respondent unopened.

Proposals will be publicly opened Thursday, December 3, 2020 at 8:00 AM in the office of the Director of Procurement, 2124 Wilson Drive. Only the names of the Respondents will be read aloud. If planning to attend, the procurement office has COVID-19 protocols in place upon entering the office.

Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.

Faxed or emailed proposals will **not** be accepted.

Proposals may be withdrawn at any time prior to the time and date set for proposal closing.

Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.

3.3 SUBMITTAL INSTRUCTIONS

All proposals must be submitted in the format prescribed in Section 3.6.

Each Respondent must submit at least one (1) original printed proposal.

The printed copy shall (1) be unbound; (2) contain divider sheets or tabs; (3) be printed on 8-1/2 in. x 11 in. white paper to enable copying, if needed; and (4) be a complete copy of all information submitted with Respondent's Proposal. Colors must reproduce in a legible manner on a black-and-white copier.

Respondent shall also submit one (1) complete electronic copy of the printed copy of the Proposal on electronic media (e.g., USB Drive [SFA's preference], CD-ROM, or DVD-ROM) in a Microsoft Office (Word, Excel, Project and PowerPoint files) version 2003 or later format, or searchable Adobe .PDF files.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, SFA alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

Each Respondent, by submitting a proposal, represents that the Respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

A legally authorized representative of the Respondent shall sign proposals. Unsigned proposals (**Exhibit A**) will be rejected as a material failure.

3.4 ACCEPTANCE AND FORMATION OF AGREEMENT

No recommendation for award will be made until Stephen F. Austin State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified service.

SFA reserves the right to enter into an agreement not based only on the cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA. The University shall be the sole judge of determining which proposal represents the best value to the University.

By submitting a response, the Respondent agrees to accept an agreement including the scope of work and specifications herein and attached to this Request For Proposal.

3.5 EVALUATION CRITERIA

3.5.1 Award will be based on a comprehensive review and analysis based on a weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the university. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.

3.5.2 Evaluation of the proposals will be performed by an evaluation committee representing Stephen F. Austin State University. Proposals will be evaluated using the following criteria, which are listed below in Section 3.5.3. Stephen F. Austin State University reserves the right to award an agreement not based only on the cost to the University, but on the criteria that best meet the university's requirements and goals. The university shall be the sole judge of determining which proposal represents the best value to the university.

3.5.3 Evaluation Criteria

- a. 25% - Financial Proposal (EXHIBIT D)
- b. 25% - Qualifications and Experience (EXHIBIT E)
- c. 50% - Submittal Questionnaire (EXHIBIT F)

3.5.4 The University reserves the right to negotiate further with any respondent that submits a proposal, once proposals have been opened. SFA may award a contract(s) based on initial proposals received without any discussion of such proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.

3.6 PROPOSAL FORMAT

3.6.1 Proposals shall be prepared in a straightforward and concise manner, identifying clearly and concisely any deviations, enhancements and other differences that exist between the RFP and the respondent's proposed services. Emphasis should be placed on responsiveness to the RFP requirements, completeness and clarity of content and conformance to the RFP instructions. **Respondents shall organize their proposal in a point-by-point format according to Section 3.6.2.** Failure to follow point-by-point presentation could be grounds for disqualification.

Proposals shall be printed on letter-size (8-1/2" x 11") paper and unbound. DO NOT USE METAL-RING HARD COVER BINDERS.

Submittals shall include a "Table of Contents" and give page numbers for each part of the Proposal.

Number all pages of the Proposal submittal sequentially using Arabic numerals (1,2,3,etc).

3.6.2 Proposal shall include the following information and be submitted in the following order:

Failure to provide any of the following documents will result in disqualification of the proposal from further consideration

Required Submittals

- A. Exhibit A – Signed Execution Of Offer
- B. Exhibit B – Acknowledgement of Addenda, if any
- C. Exhibit C – Non-Collusion Affidavit
- D. Exhibit D – Financial Proposal
- E. Exhibit E – Qualification and Experience
- F. Exhibit F – Submittal Questionnaire

Stephen F. Austin State University reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the bid. SFA reserves the right to enter into an agreement not based only on lowest cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA.

**EXHIBIT A
EXECUTION OF OFFER**

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Qualifications. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all bid lists.

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 34 TAC 20.38.

Certifications:

Representations and Warranties by Respondent

If Respondent is a corporation, limited liability company, or any other entity organized and existing under state law, Respondent warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual signing the Agreement on behalf of the Respondent has been duly authorized to act for and bind Respondent.

Tax Certification

If Respondent is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Respondent certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Respondent is exempt from the payment of those taxes, or that Respondent is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

Eligibility to Receive Payment

In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Respondent certifies that it is not ineligible to receive the Agreement or any payments under the Agreement and acknowledges that University may terminate the Agreement and/or withhold any payment and/or reimbursement if this certification is inaccurate.

Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Respondent agrees that any payments owing to Respondent under the Agreement may be applied directly toward any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer's Identification Number: _____

Sole Owner should also enter Social Security No.: _____

Respondent/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No/Fax No: _____

Email: _____

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S RESPONSE. FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR RESPONSE.

EXHIBIT B ACKNOWLEDGEMENT OF ADDENDA

Receipt is hereby acknowledged of the following addenda to this RFP.

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Respondent/Company: _____

**Refer to the SFA Procurement and Property Services Department website to confirm all
addenda issued: <http://www.sfasu.edu/purchasing/122.asp>**

EXHIBIT C - NONCOLLUSION AFFIDAVIT

RFP #Flight Training Program-FY21

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "Respondents"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other Respondent, or with any official of SFA or any employee thereof, or any person, firm or corporation under contract with SFA whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said SFA, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatsoever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondent which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The Respondent hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and/or parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to obtain through any unlawful act an advantage over other Respondents or SFA.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest including the affiant.

CONFLICT OF INTEREST

The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of SFA, nor any member of its Board of Regents, employee, or person whose salary is payable in whole or in part by SFA, has a direct or indirect financial interest in the award of the Proposal, or in the services to which this Proposal relates, or any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company name _____

Date _____

EXHIBIT D - FINANCIAL PROPOSAL RFP #Flight Training Program-FY21

Having carefully reviewed the specifications and related documents affecting the proposal to provide Flight Training Services for Stephen F. Austin State University, the undersigned submits the following Financial Proposal in accordance with the Request for Proposal documents:

Respondent Name: _____

Authorized Signature: _____

Please provide the cost per student to provide the instruction to obtain the following licenses. Also, if you require the students to purchase your books and materials, then please list the price for each level.

	Cost Per Flight Hour	Estimated Hours	Required Books	Estimated Total
Private License	\$ _____	_____	\$ _____	\$ _____
Instrument Rating	\$ _____	_____	\$ _____	\$ _____
Commercial Pilot	\$ _____	_____	\$ _____	\$ _____
Flight Instructor	\$ _____	_____	\$ _____	\$ _____

Please explain how the respondent will bill the University for services. (For example: monthly, end of the semester, beginning of the semester)

Please provide any additional information pertaining to your financial proposal that relates to any additional services that your firm may offer

EXHIBIT E – Qualifications and Experience RFP #Flight Training Program-FY21

In a separate document, please answer the following questions regarding qualifications and experience in relation to the requirements for the Flight Training Program-FY21. You will need to title your document “EXHIBIT E – Qualifications and Experience”.

1. An overview of your firm and its demonstrated expertise and experience related to requested services
2. Name and home office address of the Respondent and list of the names of all owners of the Company or Officers of the Corporation.
3. Company Profile to include resumes on personnel that will be working on this project and their education, licenses, and experience
4. The history and extent of experience in providing Flight Training Operations. Describe similar services your organization has provided that demonstrates your organizations capability to carry out the proposed services
5. Satisfaction of Present and Previous Clients – Please provide a list of references for similar work providing services for a flight training program performed within the last three years. The list should include name, position, institute/firm address, email, and telephone number for each listed reference, as well as a brief description of the scope of services provided
6. Evidence that the company is properly licensed and certified by the Federal Aviation Administration consistent with FAA Regulations Parts 141 or support to demonstrate when it will be properly licensed and certified
7. Provide detailed safety record information

EXHIBIT F

**EXHIBIT F – Submittal Questionnaire
RFP #Flight Training Program-FY21**

In a separate document, please answer the following Submittal Questionnaire in relation to the Scope of Work outlines in Section 2.1. You will need to title your document “EXHIBIT F – Submittal Questionnaire”.

1. Degree Program Curriculum and Instruction

Please review the Scope of Work in Section 2.1.2 and describe how your firm will address the requirements. When applicable, please list certifications and equipment you will be providing and any issues you foresee in providing the requested scope.

2. Aircraft and Equipment

Please review the Scope of Work in Section 2.1.3 and describe how your firm will address the requirements. When applicable, please list certifications and equipment you will be providing (including age of each aircraft) and any issues you foresee in providing the requested scope.

3. Laboratory / Classrooms

Please review the Scope of Work in Section 2.1.4 and describe how your firm will address the requirements. When applicable, please list certifications and equipment you will be providing and any issues you foresee in providing the requested scope.

4. Other

Please provide any additional services offered or information that you would like to share.

EXHIBIT G

EXHIBIT G – Draft Degree Plan RFP #Flight Training Program-FY21

Freshman 1	CR	Freshman 2	CR
ENG 131 or 133H	3	ENG 132	3
GEOG 1301	3	MTH 138	3
AVSC 1100	1	AVSC 1102	1
AVSC 1200	2	AVSC 1202	2
SFA 101	1	PSC 141	3
HIS 133	3	HMS 100	3
Fine Arts	3		
	16		15
		Summer	CR
		AVSC 22	2
		AVSC Aviation Weather	3
		AVSC Navigation	3
		TBD	8
Sophomore 1	CR	Sophomore 2	CR
COM 111	3	PHI 233	3
PHY 241	3	MTH 220	3
AVSC Aerodynamics	3	AVSC Crew Resource Mgmt	3
AVSC Instrument Grnd I	1	AVSC Instrument Grnd II	1
AVSC Instr Lab I	2	AVSC Instr Lab II	2
HIS 134	3	PSC 142	3
	15		15
Junior 1		Junior 2	
ENG 237	3	MTH 233	2
		MTH 233 L	1
AVSC Aviation History	3	AVSC Tech Advanced Aircraft	3
AVSC Comm Pilot Grnd 1	2	AVSC Aviation Safety	3
AVSC CMEL Lab	3	GEOG 4343/FORS 4343 Meteorology	3
HMS 300	3	Phys 131 – Mechanics and Heat or PHY 242	3
	15		15
Senior 1		Senior 2	
AVSC Turbine Sys	3	AVSC Aircraft Performance	3
AVSC Fund of Instruc	3	AVSC Aircraft Systems CFI Intern	3
AVSC Aviation Physiology	3	AVSC ASEL Lab	1
AVSC Flight Instructor Lab	2	HMS 400	1
Elective	3		
	14	One of the summer courses from after Freshman year could go here. Students would need more hours to be considered full time	8
Core Courses 42 hours		Aviation Courses 58 hours	HMS Requirements 7 hours
			Supporting Courses 13 hours