

**STEPHEN F. AUSTIN STATE UNIVERSITY
INVITATION TO BID**

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No. ITB #AIRCHARTER-FY24

Due Date: March 14, 2023 at 2:00 PM

Signature _____ City _____ Zip _____

Show bid opening and bid invitation number in lower left-hand corner of sealed bid envelope and return sealed bids to:

Printed Name _____

VENDOR NAME AND ADDRESS

PHONE/FAX

Email to: bids@sfasu.edu

Mail to: Stephen F. Austin State University

P. O. Box 13030, SFA Station

2102 Alumni Drive, Austin Bldg., Room 131

Nacogdoches, Texas 75962-3030

Phone (936) 468-2206

FAX (936) 468-4282

(See 2.3 related to submittal)

Name of Firm _____

Phone _____

Mailing Address _____

FAX _____

City _____ State _____ Zip _____

EMAIL _____

See Instruction 2.11 on Back for Vendor ID Number

Is Vendor a State of Texas certified HUB? ☐ Yes

Delivery in _____ Days Cash Disc. _____ % _____ Days

Check all that apply if Preference Claimed under Rule 34 TAC 20.38

☐ Supplies, materials or equipment: produced in TX/offered by TX bidders*

☐ Agricultural products grown in TX

☐ Agricultural products offered by TX bidders*

☐ USA produced supplies, materials or equipment

☐ Products produced at facilities located on formerly contaminated property

☐ Products of persons with mental or physical disabilities

☐ Products made of recycled, remanufactured, or environmentally sensitive materials

☐ Energy efficient products

☐ Rubberized asphalt paving material

☐ Recycled motor oil and lubricants

☐ Products and services from economically depressed or blighted areas

*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas resident Bidder as defined in Rule 34 TAC 20.38.

IF QUOTING OTHER THAN THE REFERENCED ITEM(S) BELOW, BROCHURE AND/OR SPECIFICATIONS SHOULD BE ENCLOSED.
ALL BIDS WILL BE CONSIDERED F.O.B. DESTINATION UNLESS OTHERWISE NOTED.

AWARD NOTICE: Stephen F. Austin State University (SFASU) reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of SFASU and to reject any and all bid items in the sole discretion of SFASU.

Item No.	Description	Qty. & Unit	Unit Price	Extension
	Quote price on quantity and unit of measure, extend and show total. If error in extension, unit price shall govern. Items for state use are exempt from state sales and federal excise tax. Do not include tax in your bid.			
1.	<p>Stephen F. Austin State University is seeking bids for air charter services for use by the university's athletic department football team and travel party.</p> <p>SPECIFICATIONS</p> <p>Both flights will require an aircraft with approximately 140-150 passengers and the capability of carrying an additional 2000 pounds of cargo (player bags). Football equipment will be trucked. The only athletic beverage service required will be water and/or sports drinks. The trip itineraries are as listed below.</p> <p>FBO to be used in Longview, TX – KRS Jet Center</p> <p>Prices quoted to include all taxes, fees, terminal/security fees, and passenger facility charges</p> <p>ITINERARY FOR FLIGHT 1:</p> <p>Friday, October 6, 2023</p> <ul style="list-style-type: none"> - Depart: 12:30 p.m., GGG, Longview Regional Airport - Arrive: St. George, UT – St. George Regional Airport <p>Saturday, October 7, 2023</p> <ul style="list-style-type: none"> - Game at Utah Tech, Time TBD <p>Depart following game for GGG, Longview Regional Airport</p>	1 LOT		

2.

ITINERARY FOR FLIGHT 2:

Friday, November 17, 2023

- Depart: 12:30 p.m., GGG, Longview Regional Airport
- Arrive: Lexington, KY

Saturday, November 18, 2023

- Game at Eastern Kentucky University, Time TBD
- Depart following game for GGG, Longview Regional Airport

CONTRACT/AGREEMENT INFORMATION

Awarded vendor must provide an agreement and/or contract within 48 hours of notification of award. SFASU will return the contract after review and signature by the University. The awarded vendor will have 7 calendar days to sign and return the fully executed contract to SFASU. Should the awarded vendor not provide an agreement and/or contract within the 48-hour time line, or fail to return the fully executed contract within 7 calendar days the University reserves the right to award to the next lowest bidder. Vendor guarantees the awarded bid price will not increase should a change in aircraft be required outside the University's request.

STEPHEN F. AUSTIN STATE UNIVERSITY RESERVES THE RIGHT TO AWARD TO MULTIPLE VENDORS.

ADDITIONAL TERMS AND CONDITIONS

https://www.sfasu.edu/purchasing/images/PO_TandC_07-18-22.pdf

CONTACT INFORMATION

Questions related to the solicitation document, or the response may be directed to Contracting Specialist, Nicole Ivancic, 936-468-4472, nicole.ivancic@sfasu.edu.

BID OPENING

All bids are due back on Tuesday, March 14, 2023 at 2:00 pm
Bids must be sent via e-mail to bids@sfasu.edu or can be hand delivered to the Austin Building, Room #133 or via mail to SFASU Procurement and Business Services P.O. Box 13030 Nacogdoches, TX 75962

REQUIRED SUBMITTALS

- 1) Signed Invitation to Bid
- 2) Acknowledgement of Addenda, if any
- 3) Non-Collusion Affidavit – **Exhibit A**
Proof of Insurance

1 LOT

**ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF QUOTATIONS.
ANY EXCEPTIONS THERETO MUST BE IN WRITING AND SUBMITTED WITH INVITATION TO BID.**

1. **BIDDER AFFIRMATIONS:** Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts. By signature hereon affixed, the bidder hereby certifies that:
 - 1.1 The bidder 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 bid.
 - 1.2 The bidder nor the firm, corporation, partnership, or institution represented by the bidder, 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 bid made to any competitor or any other person engaged in such line of business.
 - 1.3 Pursuant to Texas Government Code, Section 2155.004(a), the bidder has not received compensation for participation in the preparation of the specifications for this solicitation.
 - 1.4 If applicable, pursuant to Section 231.006 of the Texas Family Code (relating to child support) the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.
 - 1.5 Pursuant to Texas Government Code, Section 2155.004(b), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
 - 1.6 Bidder agrees that pursuant to Section 2107.008 and 2252.903, Texas Government Code, any payments due under this contract will be applied directly toward any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquent taxes are paid in full.
 - 1.7 Bidder certifies that they are in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a State agency. If Section 669.003 applies, the bidder will complete the following information in order for the bid to be evaluated:
 Name of former Executive: _____
 Name of State Agency: _____
 Date of separation from State Agency: _____
 Position with bidder: _____
 Date of employment with bidder: _____
 - 1.8 Bidder agrees to comply with Texas Government Code 2155.4441, relating to the use of service contracts for products produced in the State of Texas.
 - 1.9 By signature hereon, the Respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas.
2. **BIDDING REQUIREMENTS:**
 - 2.1 Bids should be submitted on this form. Each bid shall be placed in a separate envelope completely and properly identified. When sending bids via overnight delivery, bidder is advised to confirm whether SFA delivery location is a guaranteed AM delivery.
 - 2.2 SFA offers facsimile or email service as a convenience only. The only telephone number for FAX submission of bids is 936-468-4282. The only email for email submission of bids is bids@sfasu.edu. The University shall not be responsible for bids or portions of bids received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment, technology error, or operator error. Confirmation of facsimile or email bids is not required.
 - 2.3 Bids must be time stamped in the SFA Procurement & Business Services Office on or before the hour and date specified for the bid opening. Late bids will not be considered under any circumstances. Late bids properly identified will be returned to the bidder unopened.
 - 2.4 Bids are requested to be firm for acceptance for a minimum of 30 days from opening date. Bid cannot be altered or amended after opening time. No bid can be withdrawn after opening time without the approval of the University based on a written acceptable reason.
 - 2.5 Telephone quotations are not acceptable when in response to this Invitation To Bid.
 - 2.6 Stephen F. Austin State University reserves the right to accept or reject all or any part of any bids, to waive minor technicalities, to re-advertise if deemed necessary, and to award the bid to best serve the interests of the University.
 - 2.7 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from US, FMRC or NEMA.
 - 2.8 All items shall be new, in first class condition, with containers suitable for shipment and storage. New shall not be construed as excluding recycled or remanufactured products.
 - 2.9 Any catalog, brand name or manufacturer's reference used in this bid is descriptive (not restrictive).
 - 2.10 Stephen F. Austin State University will not be bound by any oral statement or representation contrary to the written specifications of this ITB and any associated addenda.
 - 2.11 Bids should give Payee ID Number, full firm name and address of bidder. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:
 Enter Federal Employer's Identification Number _____
 Sole Owner should also enter SSN# below _____
3. **TIE BIDS** - Awards will be made in accordance with Rule TAC, Title 34, as amended. (preferences).
4. **PATENTS OR COPYRIGHTS** – The Contractor agrees to protect Stephen F. Austin State University from claims involving infringement of patents or copyrights.
5. **PAYMENT** - Vendor shall submit an itemize invoice showing Purchase Order Number. Payment will be made Net 30 from date of receipt of goods/services or invoice, whichever is late. Late fees will be incurred in accordance with Texas Government Code 2251. Invoices and an required supporting documents must be presented to: SFASU Accounts Payable, P.O. Box 6085, Nacogdoches, TX 75962 electronically submitted to accountspayable@sfasu.edu.
6. **DELIVERY:**
 - 6.1 Bids should show the number of days required to place material in designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 1 calendar days. A five day difference in delivery promise may break tie bids. Unrealistic short or long delivery promises may cause the bid to be disregarded.
 - 6.2 Delivery shall be made during normal working hours only, unless prior approval for early or late delivery has been obtained.
 - 6.3 If delay is foreseen, contractor shall give written notice. The University has the right to extend delivery date if reasons appear valid. Contractor must keep the University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.
 - 6.4 No substitutions or cancellations are permitted without prior written approval.
7. **ALTERNATE DISPUTE RESOLUTION:** Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter.
8. **PUBLIC INFORMATION ACT:** Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Bidder acknowledges that University may be required to post a copy of the contract on its website in compliance with Section 2261.253(a)(1), Texas Government Code.
9. **NOTE TO BIDDERS:**
 - 9.1 Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.
 - 9.2 The Contractor shall defend, indemnify and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of or connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier in the execution or performance of this contract.
 - 9.3 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office or an successor agency, or Stephen F. Austin's Internal Audit Services, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor, or Stephen F. Austin's Internal Audit Services in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractor through Contractor and the requirement to cooperate is included in any subcontract awards.

EXHIBIT A
NON-COLLUSION AFFIDAVIT

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NON-COLLUSION AFFIDAVIT

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 _____