



INVITATION FOR COMPETITIVE SEALED PROPOSALS

“Aircraft Lease for TSTC Waco Aircraft Pilot Training Program”

RFP 201324

Posted Date: 7-16-13

Forms must be completed and returned for consideration.

Proposal Closing Date/Time: at 3:00 PM Central Standard Time: 7-30-13

Mail Proposals to:

Texas State Technical College
Procurement Office
3801 Campus Dr.
Waco, TX 76705
Attn: Melissa Warren, CTP

Hand Deliver Proposals to:

Texas State Technical College
Procurement Office
Attn: Melissa Warren, CTP
103 10th St. (on campus address only)
Waco, TX 76705

**Scope of Work questions should be directed to:
James Rowland (james.rowland@tstc.edu or 254-867-3761)**

Faxed Proposals will not be accepted.

Emailed Proposals will not be accepted.

Show RFP Number, Opening Date and Time on Return Envelope.

Note: Proposals must be received at Technical State Technical College before the hour and date specified for receipt of Proposal.

Proposals will be date/time stamped upon arrival. The date/time stamp used will be the official clock for proposal opening time. Proposals will be opened after the date shown and evaluated based on a Best Value Criteria to be set by TSTC.

Late Proposals will **not** be accepted or considered for review.

Please sign your proposal. Failure to do so will automatically disqualify your submission.

After the evaluation process of the proposals, it is our intention to make an award in the form of either/or an executed contract between both TSTC and the vendor of award or by purchase order or by both documents. TSTC reserves the right to the method of evaluation and award and reserves the right to reject any or all proposals or waive irregularities it deems necessary.

Open records requests for Bid Tabs or Award Notices will be available after an award has been made. Requests to be addressed to: Jerry Sorrells via email at: jerry.sorrells@systems.tstc.edu

or by visiting the Electronic State Business Daily website at: <http://esbd.cpa.state.tx.us> or the TSTC Procurement website at: <http://tstc.edu/procurement>

By signing the proposal, the proposer agrees to comply with all terms and conditions of the invitation for competitive sealed proposals and any purchase order or contract that is issued pursuant to the award made. TSTC reserves the right to award on an "All or None" basis or "Line Item" basis. TSTC also reserves the right to reject any proposal submitted. TSTC reserves the right to cancel the order at any time due to delay or non delivery as proposed. TSTC terms are Net 30 days.

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SECTION 1

GENERAL INFORMATION

1.1 **Purpose of the Request for Proposals** -- Texas State Technical College Waco is soliciting proposals from qualified firms for the purpose of leasing 7 aircraft for the Aircraft Pilot Training program at Texas State Technical College, located at 3801 Campus Drive, Waco, Texas, 76705. Successful Proposers will be expected to meet the requirements specified in this Request for Proposal (hereinafter referred to as "RFP") document.

By means of this RFP, TSTC invites all qualified Proposers to submit Proposals in accordance with the requirements outlined in this RFP. TSTC anticipates that, based on its review and evaluation of the Proposals received pursuant to this RFP, it will select a Proposer and execute a contract whereby the Proposer renders services to TSTC, in accordance with terms and conditions set forth in the contract. Successful Proposers will be required to conform to all federal and state regulations including, but not limited to Texas, as they apply to the services provided.

1.2 **Information about Texas State Technical College System** -- TSTC is a state-supported, technical college system that services students throughout the state of Texas. The college system includes four colleges: TSTC Harlingen, TSTC Marshall, TSTC Waco, and TSTC West Texas, which has campuses in Abilene, Breckenridge, Brownwood, and Sweetwater.

1.3 **Historically Underutilized Business (HUB) Firms** -- TSTC endeavors to promote full and equal opportunity for businesses to supply TSTC with goods and/or Services that are necessary to support TSTC's educational mission. In this regard, TSTC commits to select Proposers in accordance with (i) needs, (ii) resources, (iii) HUB goals and guidelines established by the Texas Legislature and the Texas Building and Procurement Commission, and (iv) policies and procedures for contracting with Historically Underutilized Businesses.

1.4 **TSTC's Right to Reject** -- This RFP does not commit TSTC to select a Proposer or to award a Contract to any Proposer. TSTC reserves the right to accept or reject, in whole or in part, any Proposal it receives pursuant to this RFP.

SECTION 2
Scope of Work

2.0 Scope of Work:

- 2.0.1. Lease will consist of seven (7) total aircraft for use in the Aircraft Pilot Training program at Texas State Technical College Waco.
- 2.0.2 Aircraft will be delivered on or before August 14, 2013.
- 2.0.3 Lease on each aircraft will be for 12 month period beginning at delivery of aircraft.
- 2.0.4 During lease term, engine overhaul will be done at expense of lessor. TSTC can remove and replace new/overhauled engines at a negotiated price.
- 2.0.5 Lessor will assume all costs and expenses to deliver aircraft to TSTC Waco Airport.
- 2.0.6 TSTC will accept proposal with payment being either a flat monthly fee or per Hobbs meter hour flown.
- 2.0.7 Leased aircraft must:
 - Be IFR certified and capable
 - Be able to carry at least a 450 lb. payload with full fuel
 - Have a minimum four (4) hour endurance with full fuel (at 5,000 MSL)
 - Be a trainer in the Piper Archer, Cessna 172, Diamond 40 or Cirrus SR-20 class
 - Year model: 1998 or newer
 - Nav II equivalent package or better

SECTION 3 **RFP REQUIREMENTS**

3.1 **Right to Modify, Rescind, or Revoke RFP** -- TSTC reserves the rights to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of TSTC executes a Contract with the Selected Proposer.

3.2 **Compliance with RFP Requirements** -- By submission of a Proposal, a Proposer agrees to be bound by the requirements set forth in this RFP. TSTC, at its sole discretion, may disqualify a Proposal from consideration, if TSTC determines a Proposal is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFP.

3.3 **Binding Effect of Proposal** -- Unless otherwise agreed in writing, signed by an authorized agent of TSTC, each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted for Services.

3.4 **Signature, Certification of Proposer** -- The Proposal must be signed and dated by a representative of the Proposer who is authorized to bind the Proposer to the terms and conditions contained in this RFP and to compliance with the information submitted in the Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Proposal to bind the Proposer to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.

3.5 **Requirements for Submission** -- The Proposal shall be entitled “**AIRCRAFT LEASE for TSTC Waco Aircraft Pilot Training Program - RFP 201324**” and shall clearly state the Proposal Opening Date and Time and Title identified.

By Hard Copy Submission:

The Respondent must submit one (1) original signed Proposal. The Proposal and accompanying documentation are the property of TSTC and will not be returned. TSTC will no longer provide “delivery or hand stamp” receipt of bids/proposals or proof of delivery of bid/proposals which are delivered by hand or courier. No proof of delivery shall be necessary.

The Proposal should be sent to TSTC at one of the following addresses:

By U.S. Mail/Overnight/Express Mail
Texas State Technical College
Procurement Office
Attn: Melissa Warren, CTP
RFP 201324
3801 Campus Drive
Waco, TX 76705

By Hand Delivery (on campus address only)
Texas State Technical College
Procurement Office
Attn: Melissa Warren, CTP
RFP 201324
Patterson Hall, 2nd Floor
103 10th Street, TSTC Campus
Waco, TX 76705

3.6 **Deadline for Proposals** -- Proposals must be received in the TSTC Procurement Office, at the address specified in Section 3.5 of this RFP, no later than **Tuesday, July 30, 2013 at 3:00 p.m.**

ANY PROPOSAL RECEIVED AFTER EXPIRATION OF THE DEADLINE WILL BE IMMEDIATELY DISQUALIFIED FROM CONSIDERATION, AND WILL BE RETURNED UNOPENED TO THE PROPOSER.

3.7 **Risk of Loss, Damage, Delay** -- Proposer acknowledges and agrees to release and hold harmless the TSTC System, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to delivery of the Proposal or failure to deliver the Proposal to the Purchasing Office at TSTC, as designated in Sections 3.5 and 3.6 of this RFP.

3.8 **Ownership of Proposals** -- All Proposals become the physical property of TSTC upon receipt.

3.9 **Use, Disclosure of Information** -- Proposer acknowledges that TSTC is an agency of the State of Texas, and is therefore required to comply with the Texas Public Information Act. Tex. Government Code Ch. 552. If a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: **"PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION."** To the extent permitted by law, information labeled by the Proposer as proprietary will be used by TSTC only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Proposer selected.

3.10 **Costs of Participation** -- TSTC specifically disclaims responsibility, and/or liability, for all costs, expenses, or claims related to or arising out of the Proposers participation in this RFP process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the Proposal and the information relevant to the Proposal.

3.11 **Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, University Policies and Procedures**. By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the Texas State Technical College System. System policies and procedures may be accessed at the following Internet address: **<http://www.tstc.edu>**

SECTION 4: EXECUTION OF OFFER
RFP # 201324: AIRCRAFT LEASE FOR TSTC WACO AIRCRAFT PILOT TRAINING PROGRAM

- 4.1 Respondents shall carefully read the information contained in the following sections and submit a complete statement of Proposal that is responsive to all items in Section 2 and Section 3. An incomplete proposal will be considered non-responsive and subject to rejection.
- 4.2 This Execution of Offer must be completed, signed and returned with the Respondent's submittal. Failure to complete, sign, and return this Execution of Offer may result in rejection of Respondent's submittal.
- 4.3 Signing a false statement may void the submitted proposals or any agreements or other contractual agreements that may result from the submission of Respondent's Proposals. A false certification shall be deemed a material breach of contract and, at TSTC's option, may result in termination of any resulting contract
- 4.4 By signature hereon, Respondent offers and agrees to furnish to TSTC the services described in this RFP and its Proposals, and to comply with all terms, conditions, and requirements set forth in the RFP documents.
- 4.5 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas franchise tax, whichever is applicable. Respondent agrees that each subcontractor under contract will also provide a certification of franchise tax status.
- 4.6 By signature hereon, Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or owner represented by the Respondent, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of this state, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Proposals to any competitor or any other person engaged in such line of business.
- 4.7 By signature hereon, Respondent represents and warrants that:
- 4.7.1 Respondent is a reputable company regularly engaged in providing services necessary to meet the terms, conditions and requirements of the RFP;
- 4.7.2 Respondent has the necessary experience, knowledge, abilities, skills and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
- 4.7.3 Respondent is aware of, is fully informed about and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
- 4.7.4 All statements, information and representations prepared and submitted in responses to this RFP are current, complete, true and accurate. Respondent acknowledges that Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by Owner as the successful respondent, Respondent will notify Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 4.8 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or contractual arrangements that may result from the submission of Respondent's Proposals.

- 4.9 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in 1 Texas Administrative Code § 111.2.
- 4.10 By signature hereon, Respondent certifies as follows:
- 4.10.1 "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate."
- 4.10.2 "Under Section 2155.004, Texas Government Code, the vendor or applicant 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 bid or contract may be terminated and payment withheld if this certification is inaccurate."
- 4.11 By signature hereon, Respondent agrees to 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, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements that may result from the submission of Respondent's Proposals.
- 4.12 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements that may result from the submission of Respondent's Proposals will be applied toward any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas. Further, under Section 231.006, Texas Family Code, Respondent certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate.

Execution of Offer Signature Page: RFP # 201324

The Respondent must complete, sign and return this Execution of Offer as part of its submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign the submittal. Failure to sign and return this form may result in rejection of Respondent's submittal.

Respondent's Name: _____

Respondent's State of Texas Tax Account No: _____

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Submitted and Certified by:

Proposer's Entity Name

Signature of Duly Authorized Representative

Printed Name and Title of Representative

Date

Street Address

City, State, Zip

Telephone Number

FAX Number

Email Address

SECTION 5

RFP PROCEDURES

5.1 **Rescission of Proposal** -- A Proposal can be withdrawn from consideration at any time prior to expiration of the Deadline for Proposals, as stated in Section 3.6 of this RFP, pursuant to a written request sent to the Procurement Office Attn: Melissa Warren.

5.2 **Request for Electronic Copy** -- A copy of the proposal can also be obtained at the following sites:

Electronic State Business Daily website and on the TSTC website at:
<http://tstc.edu/procurement>

5.3 **Request for Clarification** -- TSTC reserves the right to request clarification of any information contained in a Proposal.

5.4 **Request for Clarification by Proposer** -- All questions and clarifications of the proposals must be submitted in writing by email request to the following contact by the date of **July 26, 2013 at 3:00 pm.**

| |
|------------------------|
| James Rowland |
| 3801 Campus Drive |
| Waco, TX 76705 |
| 254-867-3761 |
| james.rowland@tstc.edu |

5.5 Pre-Proposal Conference

No pre-proposal conference will be held.

5.6 Evaluation of Proposals

TSTC will evaluate the submissions based upon the following:

- Delivery schedule – 20%
- Aircraft type and age – 30%
- Lease rates and terms – 40%
- Other – 10%
- Decision to award by Texas State Technical College Waco will be final.

5.7 Proposal Opening

Proposals will be opened after the deadline shown of **July 30, 2013** at **3:00 pm**. All submitted proposals become the property of TSTC, after the RFP submittal deadline/opening date, and will not be returned.

All information, documentation, and other materials submitted in response to this solicitation are considered and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed. Bid Tabs or Award Notices, after award, may be obtained by contacting:

Jerry Sorrells by email at Jerry.Sorrells@systems.tstc.edu

or by visiting:

Electronic State Business Daily or TSTC Procurement website

<http://esbd.cpa.state.tx.us> or <http://tstc.edu/procurement>

All requests must be in writing to Mr. Sorrells.

5.8 Award of Contract

TSTC intends to negotiate and award an agreement with the vendor submitting the proposal TSTC determines best meets TSTC's requirements and is considered to be the best value overall.

General Terms and Conditions

1. Contract Award

A response to the solicitation is an offer to contract with Texas State Technical College based on the terms and conditions contained therein. RFP's do not become contracts and are not binding until a written contract, signed by authorized College administrator and authorized personnel of the awarded vendor pursuant to this agreement.

2. Contract Term

The contract performance period shall be for the purpose of completion of this project, unless otherwise extended or terminated by TSTC in accordance with the terms and conditions of this contract. All contract renewals or extension may be subject to approval by authorized personnel of TSTC. Contract renewals or extensions may be made ONLY by written agreement between the College and the Proposer and are subject to approval by authorized personnel of TSTC.

3. Submitted Responsive Documents

The RFP and submitted responsive documents, or portions of each, and at the College's sole discretion, may become incorporated by reference and a part of this written contract and will be binding on both the College and the Proposer after execution of the contract by both parties.

4. Interpretation, Jurisdiction and Venue

This contract will be governed and be interpreted by the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any claim or dispute involving the resulting contract or the services provided there under, shall lie in a court of competent jurisdiction in McLennan County, Texas.

5. Compliance with Laws

The services provided and all representations in the RFP response must be such that they are or would be in conformity with all federal, state, county and local laws, regulations, rules, and orders. Upon request, the Proposer shall furnish to TSTC certificates of compliance with all such laws.

6. Taxes

TSTC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code.

7. Termination for Convenience

TSTC, may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of TSTC or the contractor, by giving thirty (30) calendar days notice thereof to the selected contractor.

8. Termination for Default

In the event that the services to be performed under this contract must be completed by a certain date, the Proposer is required to provide immediate notice at such time it has knowledge that it will be unable to perform the services within the time required.

9. Assignment

The Proposer may not assign, transfer, convey, or subcontract this contract, any services to be performed as outlined in the RFP, or any of its obligations under this contract, in whole or in part, without the prior written approval from the College, which the College may withhold in its sole discretion.

10. Audit of Records

TSTC reserves the right to audit the records and performance of the Proposer during the term of this contract at any time during the contract period.

11. Notices

All notices of change orders, amendments, modifications, or alterations hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

| | |
|--------------------------------------|------------|
| Texas State Technical College | Contractor |
| Attn: Melissa Warren, CTP | |
| 3801 Campus Dr. Procurement Services | |
| Waco, TX 76705 | |
| (254) 867-4804 | |

12. Entire Agreement

The contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials provided and supersede all prior agreements, oral or written and all other communications between the parties relating to the subject matter. This agreement may not be amended or modified, except by mutual written agreement between the parties.

13. Ethics Conduct

Any direct, or indirect, actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in TSTC orders and contracts.

14. Drug Policy

TSTC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors, while on TSTC premises, is strictly prohibited.

15. Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used by TSTC and the Proposer to attempt to resolve any claim for breach of contract made by the Proposer.

EXHIBIT A

Cost Breakdown of Lease

1. Flat monthly fee per plane \$ _____

and/or

2. Rate per Hobbs meter hour flown per plane \$ _____

Vendor Information Sheet

Company Name: _____ Tax ID# _____

Purchase Order Mail To Address _____

City/State/Zip _____

Phone# (____) _____ Fax# (____) _____

Email _____ WebSite _____

Payment Remittance Address if different: _____

City/State/Zip _____

Phone# (____) _____ Fax#(____) _____

1. Does your company accept purchase orders? Yes _____ No _____
2. Does your company require a "hard copy" purchase order be faxed? Yes _____ No _____
3. Is your company a registered HUB Vendor (Historically Under Utilized Business) with the State of Texas?
Yes _____ No _____

If yes provide Expiration Date: _____ Ethnicity: _____ and attach certificate copy.

4. Is your company an active registered member of the Centralized Master Bidders List (CMBL) with the State of Texas? If yes please provide expiration date.
Yes _____ No _____ Expiration Date: _____
5. Are you a listed vendor on the Buy-Board? Yes _____ No _____

Please note that all information supplied is used to update our vendor record files only. The information is used to place orders and make invoice payments promptly and accurately. Your assistance in keeping the information updated is appreciated.

Thank You.