**Request for Qualified Suppliers (“RFQ-S”)**

**Title: Charter Aircraft Services**

**Issue date: October 11, 2018**

**Due date: November 8, 2018 12:00 PM Eastern Time**

**Section A: Introduction and Basic Information**

1. **Purpose and Scope**:

This Request for Qualified Suppliers (RFQ-S) is being issued by The University of Tennessee to obtain proposals from qualified, experienced, financially sound, and responsible air charter service providers for primarily regular University business use and Athletic Department recruiting efforts. The University is seeking proposals which offer it the best opportunities and flexibility in air charter service while significantly reducing costs (in particular deadhead/repositioning costs). There are three types of service needed as outlined below.

1. **University Use**

On occasion, University employees will require the use of charter services. These trips typically originate from Knoxville and the destinations are generally within a 300 nautical mile radius with common destinations being Nashville, Atlanta, Memphis and Union City.

The University may need charter services throughout the year; however, there is less frequent travel in June and July. The average passenger load is 3-4 people, but often the load is 8.

1. **Athletic Recruiting**

The University of Tennessee - Knoxville Athletics Department (“Athletics”) is seeking charter aircraft contract(s) to provide services throughout the fiscal year (July 1 – June 30), but more specifically during football recruiting periods. Recruiting for football generally occurs on a routine basis throughout the fall and winter. The actual recruiting dates change from year to year but generally cover the months of September through November; a heavy emphasis during the limited periods in December and January; plus six weeks in April and May. For reference, the 2018-19 recruiting periods for football, men’s basketball, and women’s basketball can be found at the following links:

[FB Recruiting Calendar](http://www.ncaa.org/sites/default/files/2018-19DIREC_BowlSubdivisionFootballRecruitingCalendar_20180720.pdf)

[MBB Recruiting Calendar](http://www.ncaa.org/sites/default/files/2018-19DIREC_MBBRecruitingCalendar_20180808.pdf)

[WBB Recruiting Calendar](http://www.ncaa.org/sites/default/files/2018-19DIREC_WomensBasketballRecruitingCalendar_20180828.pdf)

The period for football during December and January accounts for more than 50% of Athletics’ annual charter flight expenses.

During this period, charter flight activity at the University is particularly intense. For example, as many as 4 charter aircrafts can be utilized on a single day and potentially at the same time. There are a mix of multiple day trips and short notice trips. Furthermore, many of the trips have multiple changes in destinations. Athletics anticipates the most frequent trips to be from Knoxville to Nashville, Atlanta, various mid-Florida cities, or New Orleans. Flexibility in scheduling is essential during this time.

1. **System-wide Use**

The University has three other campuses that could benefit from charter services. These include UT Chattanooga, UT Martin, and UT Health Science Center in Memphis. Please include in your proposal any plan your firm has for addressing charter needs on these three campuses.

1. **Communications**:

The following University office is managing this solicitation:

The University of Tennessee

Office of Procurement Services

5723 Middlebrook Pike

Knoxville, TN 37921

Regarding the subject matter of this solicitation, respondents may only communicate with staff members of the University’s Office of Procurement Services. The primary contact person for this solicitation is listed below:

Name: Ms. Casey S. Carrigan, J.D.

Email: [cspitzer@tennessee.edu](mailto:cspitzer@tennessee.edu)

If a respondent contacts anyone except the University’s staff members listed above, the University may disqualify the respondent.

1. **Term**:

The University intends to award this to the successful respondent(s) for: 5 years. The parties may renew for an additional 5-year term upon mutual agreement. The parties may also choose to renew for successive 1-year terms, up to a total of 5 years.   
  
It is anticipated that the contract will start on March 1, 2019. Either party may terminate the agreement with or without cause by providing 30 days written notice to the other party.

1. **Number of Awards**: The University intends to award this solicitation to multiple respondents, unless the University deems it to be in its best interest to award to fewer, or more, respondents. The University retains sole discretion over this decision.
2. **Non-Exclusive**: Although it is the University’s hope that most departments will procure services from this award, this is not a solicitation for an exclusive agreement and departments will still have the option of procuring services from other suppliers in accordance with our purchasing policies. The University does not guarantee that all purchases for the products and/or services available under resulting contracts will be made exclusively from the winning respondents.
3. **Schedule**: Note the University reserves the right to change these dates. All times are quoted in Eastern Time.

|  |  |
| --- | --- |
| Publication Date | October 11, 2018 |
| Deadline for Questions | October 25, 2018 12:00 PM Eastern Time |
| Bidder Submission Due Date | November 8, 2018 12:00 PM Eastern Time |
| Effective Date of Agreements | March 1, 2019 |

**Section 2: Instructions and Evaluation Criteria**

1. **Assistance to Respondents with a Disability**: In the event that a respondent has a disability, the University will make reasonable accommodation to allow them to participate, provided that the individual requesting assistance contacts the Solicitation Coordinator no later than 10 days before the response deadline.
2. **Proposal Submission**: Proposals must be submitted electronically through the University’s electronic procurement system with ESM Solutions before the due date outlined in the schedule above. Respondents **must** enter their responses in this Word document, and may attach additional pages as necessary.
3. **Confidential Information**: Any proprietary or confidential materials contained in the proposal will be subject to the Tennessee Public Records Act, TCA 10-7-503. All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other documentation submitted by the respondents will become the property of the University when received. All proposal material submitted and evaluation documents will remain confidential, as provided by law, until after the University announces the notice of intent to award to the successful respondent. The University will not agree to provide advance notice of disclosure and placing confidential notices on documents is meaningless. After the notice to award, all materials submitted are open for inspection.
4. **Proposal Preparation Costs**: The University will not pay any costs in the preparation or submission of a proposal. Respondent is responsible for its preparation costs.
5. **Withdrawal of Proposals**: A submitted proposal may be withdrawn by sending a written request to the Solicitation Coordinator before the solicitation due date. Proposals may be withdrawn and resubmitted in the same manner, if done prior to the submission deadline. Withdrawals or modifications offered in any other manner will not be considered.
6. **Acceptance and Rejection of Proposals**: The University may accept or reject any proposals that, in its opinion, is in the best interests of the University. The University may re-solicit proposals, or to continue with the current supplier for these services. The University may also waive minor variances or immaterial defects in a response. The University may also accept any item in the bid, unless otherwise specified by the Respondent.
7. **Questions**: Up to the deadline for questions, respondents may ask the Office of Procurement Services questions in writing via email to the Solicitation Coordinator. In the event that a respondent communicates with the Office of Procurement Services verbally, the respondent understands that verbal communication is non-binding, and respondent further acknowledges the only official communication about this solicitation is written communication. Respondent understands that it must not rely on verbal communications with the University.
8. **Addenda**: The University will make reasonable efforts to ensure that all respondents have the same material information. Accordingly, if a respondent asks a question that the University considers, in its sole discretion, to be material, the University will issue an addendum to this solicitation. The University will communicate all addenda to all respondents.
9. **Evaluation of Technical Responses**:

The University will use the following scoring criteria:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Maximum Points Possible** |
| Mandatory requirements | Pass/Fail |
| General and Technical qualifications | 1,000 |

1. **Cost Proposal**: The Office of Procurement Services will evaluate each respondent’s respective cost proposal, and may negotiate with one or multiple respondents to ensure a mutually beneficial arrangement for both the University and respondent.
2. **Award**: This solicitation does not commit the University to make an award or to procure or contract for the articles of goods or services described in this solicitation. The University will make an award that the University determines to be in its best interest. The University reserves the right to negotiate terms and alter the specifications with any respondent. A Purchasing Department of the University of Tennessee is the only office authorized to award a purchase order for the required services.
3. **Notice of Intent to Award**: After the evaluation process is completed, the University will issue a formal notice of intent to award notifying all respondents of the identity of the winning respondents.

**Section 3: Technical Response**

**1. Instructions:** Respondents must write and organize their responses in the same order as listed below. The University may deem a response non-responsive if the respondent does not comply.

**A. Mandatory Qualifications**

The University will review the mandatory responses to determine if the requirements are met. The University will have sole discretion in making this determination and may seek clarification from a respondent, if there is any doubt with regard to the requirement being met. Please respond with “Pass” or “Fail”. Your response must be in the exact order of each line item listed below.

|  |  |  |
| --- | --- | --- |
|  | **Mandatory Requirement Items** | **Pass/Fail** |
| **A.1** | The University will be named as an additional insured on the aircraft owner’s insurance policy. |  |
| **A.2** | Respondent must meet or exceed the following insurance limits:  Workers Compensation (WC): $ 1,000,000    Commercial General Liability (CGL):   * Each Occurrence Limit – $ 1,000,000 * Damage to Rented Premises – Ea. Occ. $300,000 * Medical Expense – any one person – $ 10,000 * Personal & Advertising Injury Limit – $1,000,000 * General Aggregate Limit – $ 2,000,000 * Products/Completed Ops. Aggregate Limit – $2,000,000   Aircraft Liability (Piston): A combined single limit per occurrence for bodily injury and property damage of not less than $25,000,000 with a no per seat passenger limitation.  Aircraft Liability (Jet): A combined single limit per occurrence for bodily injury and property damage of not less than $50,000,000 with a no per seat passenger limitation. |  |
| **A.3** | Respondent has attached with their response a copy of a valid, current certificate of insurance (COI).  If the respondent is selected to be a supplier to the University, the COI must contain the following language in the Description of Operations section:  *“The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Aircraft Liability policies. A Waiver of Subrogation applies to the Workers Compensation and the General and Aircraft Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty day notice of cancellation is required.”* |  |
| **A.4** | All aircraft in service of the University must meet or exceed all Federal Aviation Administration (FAA) regulations, standards and requirements for safe air transportation services. |  |
| **A.5** | All aircraft in service of the University must meet or exceed all State of Tennessee rules, regulations, and requirements regarding maintenance and safe air travel. |  |
| **A.6** | All aircraft in service of the University must meet or exceed all Department of Transportation rules, regulations, and requirements regarding maintenance and safe air travel. |  |
| **A.7** | All aircraft in service of the University must have at least two (2) turbine-powered engines. |  |
| **A.8** | All aircraft in service of the University shall be all-weather capable. |  |
| **A.9** | All aircraft in service of the University shall be flown by 2 pilots with documented training in the aircraft to be flown. |  |
| **A.10** | At a minimum, pilots must have the following flight experience:   * PIC (Pilot in Command) must be Airline Transport Pilot (ATP) with type rating * PIC’s total time (hours): 3,000 * PIC’s time as PIC (hours): 1,500 * PIC’s time in type of aircraft as PIC: 100 * SIC must be commercial pilot with instrument rating * SIC’s total time (hours): 1,000 * SIC’s time (hours) as PIC: 500 |  |
| **A.11** | The Respondent shall meet all applicable regulations for on-demand flight operations contained in 14 CFR Part 135, including recurrent training requirements. |  |
| **A.12** | Respondent has provided a copy of their FAA Air Taxi certificate to the University as an attachment to their bid response. |  |
| **A.13** | All pilots must have at a minimum a second-class medical. |  |

**B. General Qualifications and Experience**

The response must be in the exact order of each line item listed below. If your proposal is not in this format or does not include all of the listed items, it may be eliminated. As part of the review process, the University may require written clarification of the information submitted.

| **Item Ref.** | **General Qualifications & Experience Items** |
| --- | --- |
| **B.1** | Detail the name, e-mail address, mailing address, telephone number of the person the University should contact regarding the response. |
| **B.2** | Describe the Respondent’s form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile). |
| **B.3** | Detail the number of years the Respondent has been in business and how long they have been providing the goods or services required by this solicitation. |
| **B.4** | Describe the Respondent’s number of employees, client base, and location of offices. |
| **B.5** | Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last 10 years. If so, include an explanation providing relevant details. |
| **B.6** | Provide a brief, descriptive statement detailing evidence of the Respondent’s ability to deliver the goods or services sought under this RFQ-S (*e.g*., prior experience, training, certifications, resources, program and quality management systems, *etc*.). |
| **B.7** | Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFQ-S. |
| **B.8** | Provide documentation of the Respondent’s commitment to diversity and indicate if they are registered with the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265>  for more information. |
| **B.9** | Provide a statement of whether or not the Respondent has any current contracts with the University or has completed any contracts with the State of Tennessee, The University of Tennessee or Tennessee Board of Regents schools within the previous five (5) year period. If so, provide the details of these agreements. |
| **B.10** | List any addition information that may assist the committee in evaluating your proposal. |
| **B.11** | List any requirements by the University if you are awarded this solicitation. |
| **B.12** | Provide details of any litigation, or claims filed against you or your company that would negatively impact your company’s performance under an agreement resulting from this solicitation. |
| **B.13** | Disclose any past criminal offences, civil proceedings, debarments, suspensions or other action that would negatively impact your performance under an agreement resulting from this solicitation. |
| **B.14** | List any FAA violations assessed against Respondent within the last 5 years. Provide all accompanying written documentation of the violation(s). |

**C. Specific Qualifications and Experience**

The response must be in the exact order of each line item listed below. If your proposal is not in this format or does not include all of the listed items, it may be eliminated. As part of the review process, the University may require written clarification of the information submitted.

| **Item Ref.** | **Specific Qualifications & Experience Items** |
| --- | --- |
| **C.1** | Provide a personnel roster of the pilots who will work with the University.  List the hours that each pilot has spent in particular planes, either as the flying pilot or the co-pilot.  Please note that the University will require winning respondents to update this roster annually. |
| **C.2** | Provide the following information about each aircraft in your fleet that will service the University:   1. Type 2. Number of passengers accommodated 3. Base 4. Tail number 5. Year 6. Retail rate 7. Amenities (Wi-Fi, etc.)   Please note that the University will require winning respondents to update fleet information annually. |
| **C.3** | Respondent must provide a copy of any of its written policies, including but not limited to:   1. Safety standards 2. Emergency response plan |
| **C.4** | Explain the geographic restrictions, if any, your company has in providing air charter services. |
| **C.5** | Describe Respondent’s ability to block tail numbers for confidentiality purposes. |
| **C.6** | Describe Respondent’s ability to utilize more than one hanger or transition to different hangers for certain trips. |
| **C.7** | List Respondent’s ARGUS rating. |
| **C.8** | Describe the process that the University will follow to check availability and to obtain quotes on flights. Provide detailed information including but not limited to:   1. Method of contact (phone, email, etc.) 2. Name of contact point-person(s) 3. Estimated turn-around time for quote 4. Length of time a quote will remain firm |

**D. References**

Provide at least three references, preferably from higher education institutions, for which the same services are being utilized. Include, at a minimum, the following:

* Company/School/Business name
* Contact name
* Phone number
* E-mail address
* Brief description of the scope, length, volume and status of the business relationship

References may be contacted at any time during this solicitation.

**Section 4: Cost Proposal**

1. **Hourly Rates (Higher Volume Usage):** Quote your hourly rate for each plane that your company would use to provide service to the University. Your quoted hourly rate in this section should reflect University use of the company’s fleet up to 300 hours per calendar year. Respond within the following table and add rows if necessary:

|  |  |  |
| --- | --- | --- |
| **Aircraft Type** | **Maximum number of passengers** | **Hourly Rate** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Hourly Rates (Lower Volume Usage):** Quote your hourly rate for each plane that your company would use to provide service to the University. Your quoted hourly rate in this section should reflect University use of the company’s fleet up to 50 hours per calendar year. Respond within the following table and add rows if necessary:

|  |  |  |
| --- | --- | --- |
| **Aircraft Type** | **Maximum number of passengers** | **Hourly Rate** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Categories of Fees:** Quote your general rates for the following categories of fees. Respond within the table.

|  |  |  |
| --- | --- | --- |
| **Type of Fee** | **Cost to University** | **Description of how fee is calculated (per hour, per trip, etc.** |
| Baggage Fees |  |  |
| Cancellation Fees |  | \*in your description, you must state the length of time prior to a scheduled flight when the University may cancel without penalty |
| Catering Fees |  |  |
| Cleaning Fees |  |  |
| Co-Pilot charge |  |  |
| De-icing |  |  |
| Domestic Segment Fee |  |  |
| Federal excise taxes |  |  |
| Federal segment tax |  |  |
| Fuel Surcharges |  | \*if no adjustment formula is submitted in your response, it will be assumed that the bid pricing is firm and no adjustments for fuel price will be made for duration of the agreement |
| International Fees |  |  |
| Itinerary change fees |  |  |
| Landing fees |  |  |
| Lavatory fees |  |  |
| Layover fees |  |  |
| Liability insurance surcharges |  |  |
| Overnight fees - domestic |  |  |
| Overnight fees - international |  |  |
| Per diem fees |  |  |
| Phone and internet fees |  |  |
| Ramp fees |  |  |
| Repositioning (i.e. deadheading) Fees |  | \*in your description, please include the increments of time used to calculate this fee |
| Wait Time Fees |  |  |
| Other |  | \*provide a detailed explanation for any other fees that you may charge that are not already included in this table |
| Sample Invoice |  | \*attach a sample invoice to your bid response |

1. **Early Payment Discount**: Describe the early payment discount that you will offer the University.
2. **Quotes for Specific Flights:** Quote the total cost to the University for each round trip flight listed below. Your response should be a current quote. To clarify, the University is not requesting a firm quote for the five-year period. Respond within the table. Your quote should be inclusive of all possible fees (see section B above).

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Flight** | **Total cost: turbo prop** | **Total cost: jet** |
| 1 | Knoxville to Nashville International Airport (TYS/BNA) |  |  |
| 2 | Knoxville to Memphis International Airport (TYS/MEM) |  |  |
| 3 | Knoxville to Chattanooga Metropolitan Airport (TYS/CHA) |  |  |
| 4 | Memphis to Nashville International Airport (MEM/BNA) |  |  |
| 5 | Memphis to Knoxville (MEM/TYS) |  |  |
| 6 | Memphis to Chattanooga Metropolitan Airport (MEM/CHA) |  |  |
| 7 | Knoxville to DeKalb–Peachtree Airport (TYS/PDK) |  |  |
| 8 | Knoxville to Orlando International Airport (TYS/ORL) |  |  |
| 9 | Knoxville to Teterboro Airport (TYS/TEB) |  |  |
| 10 | Knoxville to Dallas Love Field Airport (TYS/DAL) |  |  |
| 11 | Knoxville to New Orleans Lakefront Airport (TYS/NEW) |  |  |

**Exhibit 1: Draft Master Services Agreement**

This Exhibit 1 contains a draft master agreement. The University will enter into negotiations with Suppliers that win an award through the solicitation process. The University provides this draft to help expedite the negotiation process. Please note that this draft is subject to change at University’s discretion, and the draft is for review purposes only. You are not required to complete or revise this draft agreement at the time of your bid response. However, you are welcome to add a comment to a clause you would like to discuss.

**Master Aviation Services Agreement**

This master agreement is dated March 1 ,2019, and is between The University of Tennessee (“University”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “Supplier.”

**Agreement**: The parties agree as follows:

1. **Terms; Renewal; Termination:**
   1. Term: This agreement begins on March 1, 2019, and ends at 11:59 PM Central Time on 2/29/2024.
   2. Renewal: Upon mutual written agreement, the parties may extend this agreement through 2/28/2029.
   3. Termination: Either party may terminate this agreement for any reason by giving the other party at least 30 days’ prior notice.
2. **Services**: Supplier shall provide the goods or services, or both, stated in Schedule 1.
3. **Financial**:
   1. Pricing: Supplier’s pricing is stated in Schedule 1.
   2. Prohibited Costs: Supplier shall not charge the University any costs, unless the cost is explicitly stated in this agreement.
4. **Records; Audit**:
   1. Records: Supplier will maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier will maintain its records for at least 3 years, and will maintain its records in accordance with generally accepted accounting principles.
   2. Audit: During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the State of Tennessee Comptroller or the University’s internal audit, or both, may audit Supplier’s records that relate to this agreement.
5. **Debarment**: Supplier hereby states that the following are true statements:
   1. Supplier is not currently debarred by the U.S. federal government.
   2. Supplier is not currently suspended by the U.S. federal government.
   3. Supplier is not currently named as an “excluded” supplier by the U.S. federal government.
6. **Nature of Agreement**:
   1. No Required Quantities or Minimum Amounts: Supplier acknowledges that that this agreement does not impose any minimum-quantity or minimum-spend-amount requirements on University. Accordingly, Supplier acknowledge that this agreement is not a requirements contract.
   2. Not Exclusive: Supplier acknowledges that this agreement does not impose any exclusivity obligations on the University.
7. **Background Checks**:
   1. General Obligation: Supplier will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For proposes of this agreement, “criminal conduct” means charges filed by any government agency, excluding non-moving violations and speeding violations.
   2. Prompt Background Checks: If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or sub-contractor.
8. **Assignment**: Supplier may not assign any rights or delegate any of Supplier’s obligations under this agreement to any other person or entity.
9. **University Policies**:
   1. Non-Solicitation: Supplier shall comply with the University’s “Vending and Solicitations on the University Campus” policy: <http://policy.tennessee.edu/fiscal_policy/fi0325/>
   2. Gift Acceptance: Supplier shall comply with the University’s “Employee Gift Acceptance Policy”: <http://policy.tennessee.edu/fiscal_policy/fi0717/>
10. **Communication**: Supplier shall ensure that its representatives coordinate with the University’s System Office of Procurement Services before engaging in marketing, communication, or other outreach efforts. Supplier shall not conduct any demonstrations, email marketing campaigns, etc. without first obtaining the written approval of the University’s System Office of Procurement Services. Moreover, Supplier shall not contact individual University employees regarding anything other than providing customer-service on orders without first obtaining the written approval of the University’s System Office of Procurement Services.
11. **Illegal Immigrants**: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.
12. **Force Majeure**: Neither party’s delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
13. **Dispute Resolution**: The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action.
14. **Governing Law**: The internal laws of the State of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University’s liability is governed by the Tennessee Claims Commission Act.
15. **Waiver of Claims**:
    1. Respondent’s Intent: Supplier intends to protect the University’s employees from personal liability. Accordingly, Supplier intends to waive and release any claims against the University’s employees.
    2. Irrevocable Waiver: Supplier hereby irrevocably waives any claims against the University’s employees or former employees. Supplier hereby covenants not to sue University employees or former employees in their individual capacity. This release and waiver applies to Supplier and Supplier’s successors, heirs, and assigns.
    3. Materiality: The University and Supplier state that this clause is material to this agreement.

1. **Notice**:
   1. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
   2. Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
      1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
      2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
   3. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

**Supplier**:

**[add notice address here]**

**University**:

Legal notices only; do not send invoices to this address:

The University of Tennessee

5723 Middlebrook Pike

Knoxville, TN 37921-5946

ATTN: Office of Procurement Services

Fax: 865-974-2701

Email: [contracts@tennessee.edu](mailto:contracts@tennessee.edu)

* 1. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

1. **Registration with Tennessee Department of Revenue**: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee’s Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.
2. **Iran Divestment Act**: The Supplier certifies, under penalty of perjury, that to the best of its knowledge and belief the Supplier is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. The Supplier further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.
3. **Use of University Intellectual Property**: Except as allowed in this section, Supplier shall not use the University’s name, logo, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University’s name in Supplier’s list of clients.
4. **Third-Party Beneficiaries**: There are no third-party beneficiaries to this agreement.
5. **Severability**: The parties intend as follows:
   1. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
   2. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
   3. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
6. **Modification; Waiver**:
   1. Modification:
      1. No amendment of this agreement will be effective unless: (1) it is in writing; (2) it is signed by authorized officials of both parties; and (3) it specifically references this agreement.
      2. Only the University’s authorized officials have the authority to bind the University. A list of the University’s authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>.
   2. Waiver: No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
7. **Counterparts**: If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
8. **Attached Schedules**: Supplier must comply with all attached Schedules.
9. **Entire agreement**: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event Supplier’s invoices, order forms, or other Supplier-provided items contain terms, Supplier acknowledges that Supplier’s terms do not apply to the University. Further, in the event Supplier’s website, mobile applications, or other platforms contain click-wrap, browse-wrap, or shrink-wrap terms and conditions, Supplier states that such terms and conditions do not apply to University.

The parties are signing this agreement on the date stated in the introductory clause.

**The University of Tennessee Supplier**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule 1: Scope of Work; Pricing**

Scope of Work:

Pricing:

|  |  |  |
| --- | --- | --- |
| **Type of Fee** | **Cost to University** | **Description of how fee is calculated (per hour, per trip, etc.** |
| Baggage Fees |  |  |
| Cancellation Fees |  |  |
| Catering Fees |  |  |
| Cleaning Fees |  |  |
| Co-Pilot charge |  |  |
| De-icing |  |  |
| Domestic Segment Fee |  |  |
| Federal excise taxes |  |  |
| Federal segment tax |  |  |
| Fuel Surcharges |  |  |
| International Fees |  |  |
| Itinerary change fees |  |  |
| Landing fees |  |  |
| Lavatory fees |  |  |
| Layover fees |  |  |
| Liability insurance surcharges |  |  |
| Overnight fees - domestic |  |  |
| Overnight fees - international |  |  |
| Per diem fees |  |  |
| Phone and internet fees |  |  |
| Ramp fees |  |  |
| Repositioning (i.e. deadheading) Fees |  |  |
| Wait Time Fees |  |  |
| Other |  |  |

**Schedule 2: Personnel Roster**

In this schedule, the vendor will provide a personnel roster of the pilots who will work with the University. The vendor will provide an updated list to the University annually by March 1.

The vendor will list the hours that each pilot has spent in particular planes, either as the flying pilot and the co-pilot.

**Schedule 3: Aircraft Fleet**

In this schedule, the vendor will provide the following information about each aircraft in its fleet that will service the University.

The vendor will provide an updated list to the University annually by March 1.

**Schedule 4: Sample Invoice**