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## Solicitation Notice

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**Status:** Posted

**Solicitation ID:** 720-2004

**Solicitation Title:** RFP720-2004 Aircraft Purchase

[Modify Solicitation](#)

**Agency/Texas SmartBuy Member Name:** University Of Texas System - 720

**Posting Requirements:** 14+ Days for Entire Solicitation Package

**Solicitation Posting Date:** 10/31/2019

[Internal Notes](#)

**Response Due Date:** 11/13/2019

**Response Due Time:** 2:30 PM

[Cancel Solicitation](#)

**Solicitation Description:** The UT System owns and operates a 2007 King Air 350 with just under 3,000 hours of airframe time. This plane was purchased in 2008 at a cost of \$6M. FAA guidelines mandate a major engine overhaul / replacement within the next two (2) years (3,600 hours). Pursuant to extensive analysis on whether to continue with the existing plane or pursue alternatives to replace the aircraft, it is the recommendation that UT System purchase a newer, used aircraft. The budget for this purchase is not to exceed \$6.5 million.

**Class/Item Code:** 03579-Recycled Aircraft And Airport Equipment, Accessories And Supplies

[Published Details](#)   [Internal Notes](#)

### Record Attachments

#	Name	Description
1	<a href="#">ESBD_File_176675_Submission Instructions - 720-2004.docx</a>	Submission Instructions with the link to the RFP documents



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# REQUEST FOR PROPOSAL

**RFP No. 720-2004 AIRCRAFT PURCHASE**

**Proposal Submittal Deadline: Wednesday, November 13th, 2019 at 2:30 PM CST**

The University of Texas System

Prepared By:  
Darya Vienne  
The University of Texas System  
210 West 7th Street  
Austin, Texas 78701-2982  
dvienne@utsystem.edu  
October 31<sup>st</sup>, 2019

REQUEST FOR PROPOSAL

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## SECTION 1

### INTRODUCTION

#### 1.1 Description of The University of Texas System

For more than 130 years, The University of Texas System has been committed to improving the lives of Texans and people all over the world through education, research and health care.

The University of Texas System is one of the nation's largest systems of higher education, with [14 institutions](#) that educate more than 230,000 students. Each year, UT institutions award more than one-third of all undergraduate degrees in Texas and almost two-thirds of all health professional degrees. With about 20,000 faculty – including Nobel laureates – and more than 80,000 health care professionals, researchers, student advisors and support staff, the UT System is one of the largest employers in the state.

Life-changing research and invention of new technologies at UT institutions places the UT System among the [top 10 “World’s Most Innovative Universities,”](#) according to Reuters. The UT System [ranks eighth in the nation in patent applications](#), and because of the high caliber of scientific research conducted at UT institutions, the UT System is ranked No. 1 in Texas and No. 3 in the nation in federal research expenditures.

In addition, the UT System is home to three of the nation's National Cancer Institute Cancer Centers – UT MD Anderson, UT Southwestern and UT Health Science Center-San Antonio – which must meet rigorous criteria for world-class programs in cancer research. And the UT System is the only System in the country to have four Clinical and Translational Science Awards (CTSA) from the National Institutes of Health.

Transformational initiatives implemented over the past several years have cemented UT as a national leader in higher education, including the expansion of educational opportunities in South Texas with the opening of The University of Texas Rio Grande Valley in 2015. And UT was the only system of higher education in the nation that established not one, but two new medical schools in 2016 at The University of Texas at Austin and UT Rio Grande Valley.

The University of Texas institutions are setting the standard for excellence in higher education and will continue to do so thanks to our generous donors and the leadership of the [Chancellor](#), [Board of Regents](#) and [UT presidents](#).

#### 1.2 Background and Special Circumstances

The UT System owns and operates a 2007 King Air 350 with just under 3,000 hours of airframe time.

This plane was purchased in 2008 at a cost of \$6M.

FAA guidelines mandate a major engine overhaul / replacement within the next two (2) years (3,600 hours).

Pursuant to extensive analysis on whether to continue with the existing plane or pursue alternatives to replace the aircraft, it is the recommendation that UT System purchase a newer, used aircraft.

The budget for this purchase is not to exceed \$6.5 million.

### **1.3 Objective of Request for Proposal**

The University of Texas System is soliciting proposals in response to this Request for Proposal No.720-2004 (this “**RFP**”), from qualified vendors to procure an aircraft (the “**Purchase**”) more specifically described in **Section 5** of this RFP.

## SECTION 2

### NOTICE TO PROPOSER

#### 2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“**CST**”) on Wednesday, November 13th, 2019 (the “**Submittal Deadline**”).

#### 2.3 Criteria for Selection

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

##### 2.3.1 Threshold Criteria Not Scored

- A. Ability of University to comply with laws regarding Historically Underutilized Businesses; and
- B. Ability of University to comply with laws regarding purchases from persons with disabilities.

##### 2.3.2 Scored Criteria

- A. Purchase Price (30%);
- B. Specification Sheet (70%).

#### 2.4 Key Events Schedule

Issuance of RFP	October 31 <sup>st</sup> , 2019
Deadline for Questions / Concerns (ref. <b>Section 2.2</b> of this RFP)	2:30 p.m. CST on Wednesday, November 6 <sup>th</sup> , 2019
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	2:30 p.m. CST on Wednesday, November 13 <sup>th</sup> , 2019

## 2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, related to the Purchase, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services, related to the Purchase will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services, related to the Purchase by Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [34 Texas Administrative Code \(TAC\) §20.285](#), and has determined that subcontracting opportunities are not probable under this RFP.

## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred and twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

#### 3.2 Terms and Conditions

3.2.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.2.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

3.2.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);

3.2.1.3. Proposal Requirements (ref. **APPENDIX ONE**);

3.2.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

## SECTION 4

### GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit redlined **APPENDIX TWO** as part of its proposal in accordance with **Section 5.3.1** of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

## SECTION 5

### SPECIFICATIONS AND ADDITIONAL QUESTIONS

#### 5.1 General

The minimum requirements and the specifications for the Purchase, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor.**”

**Contract Term:** University intends to enter into an agreement with the Contractor to complete the Purchase for an initial six (6) months base term, with the option to renew for one (1) additional six (6) months renewal period, upon mutual written agreement of both parties.

**Approval by the Board of Regents:** No Agreement resulting from this RFP will be effective for amounts exceeding one million dollars (\$1,000,000) until approved by the Board of Regents of The University of Texas System.

#### 5.2 Requirements

Each Proposal must include information that clearly indicates that Proposer meets the following qualification requirements:

**Hours:** less than 3,000 hours

**Range:** minimum 1,600 nautical miles

**Seating:** 9 passenger seats

**Interior:** good condition; Wi-Fi

#### 5.3 Additional Information

Proposer must submit the following information as part of Proposer’s proposal:

5.3.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must redline **APPENDIX TWO** and include **APPENDIX TWO** as part of its Proposal. If Proposer agrees with terms or conditions set forth in the **APPENDIX TWO**, Proposer will submit a written statement acknowledging it.

5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (“**TEC**”), including, among other things, providing **TEC** and University with information required on the form promulgated by **TEC** and set forth in **APPENDIX THREE**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the **TEC** electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the **TEC** website at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***

#### 5.4 Scope

The University is seeking to use non-appropriated funds for the purchase of a reconditioned turbofan aircraft. Proposers are encouraged to submit proposals per Requirements (Section 5.2) and Relevant Factors and Preferences (Section 5.5).

## 5.5 Relevant Factors and Preferences

Based on assessments of 11 aircraft from 3 manufacturers, the Cessna Citation XLS+ was the median aircraft when evaluating all factors. Factors included aircraft range, speed, ceiling, mission weight, seating capacity, baggage/cargo, dimensions, and annual cost of ownership. **While all the factors are important to consider, the ability to meet mission requirements with the highest safety standards were most critical.** Those relevant factors are further described below as ceiling and mission weight.

### 1. Ceiling

The ability to avoid trip disruption and last-minute flight cancellation due to weather is an important attribute. A suitable aircraft needs the ability to fly (climb above) during icing, thunderstorms and fog (climb out/above). The business jets reviewed all have a minimum 41,000 ft ceiling, with some having a certificated maximum of 51,000 ft. The King Air 350 has a 35,000 ft. ceiling with optimal conditions. The limitation has prevented certain flights from taking off, and has resulted in others flying a much longer distance to avoid thunderstorms.

### 2. Mission Weight

Nine (9) of the eleven (11) aircraft had a higher mission weight than the current aircraft (King Air 350). Flight delays have occurred with the King Air 350 due to issues with heat/altitude, particularly common in Texas. While the King Air 350 can hold 9 passengers, that is only under optimal conditions with a limited range. The range decreases with each additional passenger, and is further reduced with imperfect weather conditions. There are range versus payload tradeoffs which must be considered for many of our missions.

UT System requires cargo space to accommodate a variety of baggage. Cargo space would need to be able to handle items such as photographic equipment and specialized police tactical equipment (including ammunition / firearms) depending on who was utilizing the aircraft. UT System's current aircraft may not always meet the cargo needs of passengers.

### 3. Inspection

To verify that requirements have been met by the offered aircraft, University will conduct (either itself or through 3rd party) an inspection of the offered aircraft to confirm the validity of all information provided on the Specification Sheet and of the offered aircraft's log book.

4. **Avionics:** ADS-B Out equipped. Garmin or Rockwell Collins flight deck, LPV capability (WAAS), and XM Weather all preferred.  
**Engines:** Prefer that engines have been on an engine maintenance/monitor program.

## 5.6 Additional Questions Specific to this RFP

### Specification Sheet (70%)

Proposer must submit completed Specification Sheet that provides the following information at a minimum:

1. Model name and year
2. Number Crew required

3. Passengers Capacity
4. Passenger Interior dimensions
5. Length
6. Wingspan
7. Height
8. Empty weight
9. Useful load
10. Max. takeoff weight
11. Power plant type
12. Cruise speed
13. Range
14. Service ceiling
15. Balanced field length (max weight)
16. Landing distance (max weight)
17. Engine hours / cycle
18. Engine hours left until time before overhaul (TBO)
19. APU hours / cycles
20. Total aircraft hours
21. List of mishaps / accidents
22. Provide history of corrosion
23. Are logbooks complete?
24. Year interior was last redone, and description of extent
25. Year paint was last redone
26. Current location of the aircraft
27. Aircraft location history
28. Warranty. Provide all applicable warranty information.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas System

**RFP No.:** 720-2004 Aircraft Purchase

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the specifications identified in this RFP.

**6.1 Pricing for the Purchase (30%)**

Provide the purchase price of the aircraft offered. This price shall include all costs necessary for the complete delivery of the aircraft.

Aircraft Price \$ \_\_\_\_\_

University will *not* reimburse Contractor for expenses.

**6.2 Delivery Schedule of Events and Time Periods**

Indicate number of calendar days needed to complete the purchase and deliver aircraft from the execution of the purchase agreement:

\_\_\_\_\_ Calendar Days

**6.3 Payment Terms**

University's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days / net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system ("ACH"). Proposer agrees to provide Proposer's banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer's banking information. Changes to Proposer's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

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

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

**Date:** \_\_\_\_\_

**APPENDIX ONE  
PROPOSAL REQUIREMENTS**

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

#### 1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

#### 1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

#### 1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the "**Agreement**") attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

#### 1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4** of this RFP). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

#### **1.6 Proposer's Acceptance of RFP Terms**

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **2.3** of this RFP), [c] Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

#### **1.7 Solicitation for Proposal and Proposal Preparation Costs**

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

#### **1.8 Proposal Requirements and General Instructions**

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

## 1.9 Preparation and Submittal Instructions

### 1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

### 1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

### 1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

### 1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

### 1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

### 1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3** of this RFP. RFP No. (ref. **Title Page** of this RFP) and Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.*

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5** of this RFP. University will not accept proposals submitted by email, telephone or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

## SECTION 2

### EXECUTION OF OFFER

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
  - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
  - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
  - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
  - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of the Services.
  - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
  - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
  - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
  - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
  - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTling ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
  - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer 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.
  - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
  - 2.1.13 Pursuant to [Chapter 2270, Government Code](#), Proposer certifies Proposer (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of the Agreement. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
  - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Government Code](#), Proposer certifies Proposer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend 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 its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of University, on the other hand, other than the relationships which have been previously disclosed to University in writing.
  - Proposer has not been an employee of any member institution of University within the immediate twelve (12) months prior to the Submittal Deadline.
  - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
  - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this *Execution of Offer*. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
  - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
  - Proposer has disclosed any personnel who are related to any current or former employees of University.
  - Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.
- 2.13 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_

If Proposer is a Corporation, then Proposer's Corporate Charter Number: \_\_\_\_\_

RFP No.: 720-2004 Airplane Purchase

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER [§§552.021 AND 552.023, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [§559.004, GOVERNMENT CODE](#), INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

\_\_\_\_\_  
(Proposer Institution's Name)

\_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Printed Name / Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Proposer's Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

\_\_\_\_\_  
(Email Address)

SECTION 3

**PROPOSER'S GENERAL QUESTIONNAIRE**

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer will explain the reason when responding N / A or N / R.

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

\_\_\_\_\_

Address of principal place of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of office that would be providing service under the Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of years in Business: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Revenues Volume: \_\_\_\_\_

Name of Parent Corporation, if any \_\_\_\_\_

**NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

- 3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.
- 3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.
- 3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).
- 3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and / or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

### 3.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
- 3.2.3.1 Identification of tasks to be performed;
  - 3.2.3.2 Time frames to perform the identified tasks;
  - 3.2.3.3 Project management methodology;
  - 3.2.3.4 Implementation strategy; and
  - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

### 3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

### 3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

### 3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

### 3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas System

**Ref.:** Airplane Purchase

**RFP No.:** 720-2004

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

**Note: If there was only one (1) Addendum, initial just the first blank after No. 1, not all five (5) blanks below.**

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

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

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

**Date:** \_\_\_\_\_

**APPENDIX TWO**  
**SAMPLE AGREEMENT**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

**APPENDIX THREE**

**CERTIFICATE OF INTERESTED PARTIES  
(Texas Ethics Commission Form 1295)**

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html), Contractor must use the Texas Ethics Commission electronic filing web page (at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.			
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>			
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

AIRCRAFT PURCHASE & SALE AGREEMENT

This Aircraft Purchase & Sale Agreement "**Agreement**" dated as of \_\_\_\_\_ is made by and between \_\_\_\_\_ ("**Seller**"), a \_\_\_\_\_ with an address of \_\_\_\_\_ and The University of Texas System Administration ("**Purchaser**"), an agency and institution of higher education established under the laws of the State of Texas, with an address of 210 West 7<sup>th</sup> Street, Austin, TX 78701.

Whereas the Seller agrees to sell and Purchaser agrees to purchase that certain \_\_\_\_\_, with \_\_\_\_\_ engines, serial numbers \_\_\_\_\_ and \_\_\_\_\_ propellers, model number \_\_\_\_\_ with serial numbers \_\_\_\_\_, together with all of the installed avionics, equipment (loose or installed), books, logs, records and written data related thereto, and repairs thereto, shall hereinafter collectively be referred to as the "**Aircraft**", more fully described in "Attachment A".

Now therefore, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. Purchase Price. \$ \_\_\_\_\_ ( \_\_\_\_\_ in US Dollars) paid as provided herein.
2. Terms of Payment. On or before \_\_\_\_\_, Purchaser will place a refundable deposit in the amount of \$ \_\_\_\_\_ ( \_\_\_\_\_ US Dollars) (the "**Deposit**") into the Escrow Agent's (as defined below) account per instructions listed on "Attachment B." The balance of the purchase price, \$ \_\_\_\_\_ ( \_\_\_\_\_ US Dollars), is to be paid to Seller per instructions listed on "Attachment B" at closing. The Escrow Agent shall be

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Pre-purchase Evaluation. Seller will make the Aircraft available for Purchaser's pre-purchase evaluation as soon as possible, at \_\_\_\_\_ (the "**Inspection Facility**"), \_\_\_\_\_; the pre-purchase inspection will consist of a \_\_\_\_\_ inspection, a Logbook and records review, a borescope of both engines, a fuel leak check, a ground cabin pressurization leak check, blue water corrosion inspection, an avionics and systems functional check; and an acceptance flight not to exceed \_\_\_\_ (\_\_) hours. Seller agrees to provide all goods and perform all services necessary to repair all discrepancies deemed as "non-airworthy" ("Discrepancies") in accordance with the \_\_\_\_\_ Maintenance Manual. The Aircraft will be delivered by Seller to Purchaser with all systems functioning properly, in compliance with all Airworthiness Directives and Mandatory Service Bulletins, and in compliance with the specifications set forth in "Attachment E" ("**Aircraft Specifications**").
4. Acceptance or Rejection of Aircraft: Purchaser shall accept or reject the Aircraft within \_\_\_\_ (\_\_) business days upon completion of the inspection. Acceptance is conditioned upon the Aircraft's compliance with all terms of this Agreement, including the Aircraft Specifications and Seller's correction of all Discrepancies. Upon Purchaser's acceptance of the Aircraft, Purchaser will deliver to Seller and Escrow Agent its acceptance of the Aircraft in the form of an executed "Attachment C" ("**Certificate of Aircraft Technical Acceptance**"). Before Seller receives the Certificate of Aircraft Technical Acceptance from Purchaser, Seller must at its own cost and expense complete its provision of all goods and performance of all services necessary to correct all Discrepancies. At the time Seller receives the Certificate of Aircraft Technical Acceptance from Purchaser the Deposit shall become nonrefundable to Purchaser, and shall be deemed to be the property of Seller, to be held in escrow

Purchaser \_\_\_\_\_

Seller \_\_\_\_\_

and applied at closing. Absent receipt of such Certificate of Aircraft Technical Acceptance, this Agreement shall terminate, and, provided that the Inspection Facility has issued to Seller a statement confirming that Purchaser has paid all costs and expenses of the Inspection the Escrow Agent shall return the Deposit to Purchaser. Seller waives any and all claims to the Deposit should Purchaser reject the Aircraft, provided, however, that if Purchaser has not paid all Inspection Costs, the Escrow Agent shall return the balance of the Deposit, if any, to Purchaser after paying to Seller from such escrow an amount equal to any Inspection Costs then unpaid by Purchaser.

Upon Seller's completion of its provision of all goods and performance of all services necessary to correct the Discrepancies, if any, Purchaser shall immediately indicate its acceptance of the Aircraft, in writing, by executing "Attachment D" ("**Certificate of Aircraft Delivery**").

5. Closing. Prior to closing, Seller will deposit with the Escrow Agent a fully executed FAA Aircraft Bill of Sale and Release(s) of Lien(s) (if necessary) and/or all such other documents as may be necessary for Aircraft title to pass from Seller to Purchaser free and clear of any notations, claims, clouds, liens and/or encumbrances. Prior to closing, Purchaser will deposit with the Escrow Agent an Aircraft Registration Application, along with the balance of the purchase price. Closing shall take place at \_\_\_\_\_ or other mutually agreeable location within \_\_\_\_ (\_\_\_) business days following notification from the Inspection Facility to Seller and Purchaser that the Aircraft is ready for delivery. Any costs to move the Aircraft to an alternate closing location will be paid by Purchaser. Seller and Purchaser agree to equally share the closing costs and escrow agent fees, unless closing fails to occur due to delay or other default on the part of one party, in which case such party shall pay all such closing costs and escrow agent fees (with such costs and fees, to the extent payable by Purchaser, being paid out the Deposit being held in escrow) and indemnify the non-defaulting party with respect to all such costs and fees. If Seller has paid for pilot training unused at time of Closing, the right to utilize the training will transfer to Purchaser at Closing.
6. Taxes. Purchaser shall be responsible for the payment of any and all sales, use and similar taxes which may be imposed by any governmental authority in connection with the sale of the Aircraft from Seller to Purchaser and, on and after the Closing Date, any and all taxes relating to or arising from Purchaser's ownership or use of the Aircraft. Provided, however, Purchaser (a State agency) is exempt from Texas Sales & Use Tax in accordance with §151.309, Texas Tax Code and 34 Texas Administrative Code (TAC) §3.322. Pursuant to 34 TAC §§3.322(c)(4) and (g)(3), this Agreement is sufficient proof of Purchaser's tax exempt status and Purchaser is not required to provide further evidence of its exempt status. Seller shall be responsible for any and all taxes relating to or arising from Seller's use or ownership of the Aircraft prior to the Closing Date. This provision shall survive closing.
7. Title and Liens. Seller represents and warrants that it has good title to the Aircraft and that all necessary legal steps have been taken by Seller to authorize and complete transfer of title to Purchaser pursuant to this agreement. Seller further represents and warrants that the Aircraft shall be free of all liens and encumbrances upon sale and delivery to Purchaser and that the Seller agrees to defend Purchaser's title after closing from and against all claims created or purportedly created by Seller. This warranty and covenant shall survive closing.
8. Governing Law. Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement shall be governed and construed under the laws of the State of Texas without regard to its choice of law rules.
9. Default. Upon failure of Purchaser, after delivery of the Certificate of Aircraft Technical Acceptance, without default or delay by Seller, to purchase the Aircraft by the Final Closing Date, Seller may, in addition to other rights and remedies set forth herein, elect to terminate this Agreement. In such case Seller reserves the right to dispose of the Aircraft with no further obligation to Purchaser under this Agreement and to be paid the Deposit by the Escrow Agent as full liquidated damages for such failure by Purchaser. Upon failure of the Seller, without default of Purchaser, to comply with the terms of this Agreement and deliver the Aircraft and accompanying documents as provided herein, Purchaser may elect to terminate this Agreement and the Deposit will be refunded in full.

Purchaser \_\_\_\_\_

Seller \_\_\_\_\_

10. Excusable Delay. Neither the Seller nor the Purchaser shall be liable for any failure or delay in performing any of its obligations hereunder caused by an act of God, the public enemy, strike or labor dispute, governmental regulation or priorities, judicial action, fire, storm or any other *force majeure* not involving the fault or negligence of the Seller or Purchaser.
11. Assignment. No party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
12. Partial Illegality. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
13. Damage or Destruction. In the event the Aircraft is destroyed or suffers damage prior to Closing, which requires issuance of an FAA form 337 to repair, or which in the opinion of Purchaser would significantly reduce the economic value of the Aircraft, Purchaser shall have the right to terminate this Agreement upon written notice to Seller, whereupon the parties shall instruct the Escrow Agent to return Purchaser's Deposit, and neither party shall have further obligation to each other.
14. Flight Restriction. Following acceptance of the Aircraft by Purchaser, the Aircraft shall remain at the inspection location and not be flown prior to Delivery except by mutual agreement of the parties.
15. Seller's Representations. As a material inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, Seller hereby represents and warrants to Purchaser as follows:
  - a. Seller is a \_\_\_\_\_ duly organized, validly existing and in good standing under the laws of the State of Texas. Seller has all requisite power to execute and deliver this Agreement and to carry out its obligations hereunder and the individual executing this Agreement on behalf of Seller has been duly authorized to act for and bind Seller. The execution and delivery of this Agreement and the due consummation by Seller of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Seller, and this Agreement constitutes (and each document and instrument contemplated by this Agreement to be delivered to Purchaser, when executed and delivered in accordance with the provisions hereof, will constitute) a valid and legally binding obligation of Seller enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting the rights of creditors generally and general principles of equity, whether considered in a proceeding at law or in equity.
  - b. Seller has not sought and will not seek the protection of Chapter 7, Chapter 11 and/or Chapter 13 of the United States Bankruptcy Code in advance of Closing, and no approval of this sale by a bankruptcy court and/or trustee and/or receiver is necessary or desirable.
  - c. During the time Seller has owned the Aircraft, Seller has not utilized the Aircraft for any unlawful purposes to the best of Seller's knowledge and belief, and knows of no such use prior to the time Seller acquired title to the Aircraft.
  - d. Seller represents and warrants that the Aircraft's logs and records are, in all material respects, complete and accurate since the Aircraft was new.
  - e. The Aircraft will be delivered in compliance with the Aircraft Specifications, in an airworthiness condition, with all equipment, systems and engines functioning within manufacturer's tolerances and limitations, normal wear and tear excepted, and each engine will be able to produce its rated takeoff thrust in a ground power run.
  - f. All Calendar and Hourly inspections will be in compliance with the manufacturer's recommended maintenance programs through the month of \_\_\_\_\_.
  - g. There have been no improvements, alterations or repairs to the Aircraft for which the costs thereof remain unpaid.

- h. At Closing there will be no outstanding invoices for services rendered to the Aircraft, supplies or materials provided to the Aircraft, including, but not limited to, fuel, or for hangar fees or storage fees for the Aircraft.
  - i. During the time Seller has owned the Aircraft, the Aircraft has not been, nor is it currently, subject of any pending litigation, and there are no unsatisfied judgments against it.
  - j. During the time Seller has owned the Aircraft, the Aircraft has not been, nor is it currently, subject of any pending violations of any municipal ordinances, or of any Federal, state or international statutes, laws, decrees or otherwise pertaining to the Aircraft or the use of the Aircraft.
  - k. During the time Seller has owned the Aircraft, there are no outstanding or delinquent taxes, levies, or duties on the Aircraft.
  - l. The Aircraft shall be delivered with no loaner or rental equipment installed, unless agreed to by Purchaser in writing.
  - m. As part of this Agreement, the Aircraft will be delivered by Seller with \_\_\_\_\_ mechanics training slots paid for by the Seller.
  - n. Seller agrees to indemnify and hold Purchaser harmless from and against all fees, expenses, commissions and costs due and owing to any broker involved in this transaction (Broker) or any other broker, agent or finder on account of or in any way resulting from any contract or understanding existing between Seller and such Broker or other broker, agent, finder, or person.
16. Notices. All notices pertaining to this Agreement must be in writing and will be transmitted either by overnight certified mail, return receipt requested, or by a national package delivery service (with tracking and delivery information available to both parties), or by fax with an original sent as provided above, to the respective parties at the following addresses or to such other addresses as either party may designate in writing to the other party:

If to Seller: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

If to Purchaser: The University of Texas System  
 210 W. 7<sup>th</sup> Street  
 Austin, TX 78701  
 Attention: \_\_\_\_\_  
 Telephone: (512) \_\_\_\_\_; fax (512) \_\_\_\_\_

17. Statutory Provisions

a. If Seller is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Seller certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that

Purchaser \_\_\_\_\_

Seller \_\_\_\_\_

Seller is exempt from the payment of those taxes, or that Seller is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

b. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller 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.

c. Pursuant to Section 231.006, *Texas Family Code*, Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

d. To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by Purchaser and Seller to attempt to resolve any claim for breach of contract made by Seller that cannot be resolved in the ordinary course of business. The chief business officer of Purchaser will examine Seller's claim and any counterclaim and negotiate with Seller in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by Purchaser nor any other conduct, action or inaction of any representative of Purchaser relating to the Agreement constitutes or is intended to constitute a waiver of Purchaser's or the state's sovereign immunity to suit; and (ii) Purchaser has not waived its right to seek redress in the courts.

e. Seller understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Seller agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records of this transaction and associated funds requested.

f. Seller and its employees, agents, representatives and subcontractors have read and understand Purchaser's Conflicts of Interest Policy available at <http://www.utsystem.edu/board-of-regents/policy-library/policies/int180-conflicts-interest-conflicts-commitment-and-outside->, Purchaser's Standards of Conduct Guide available at <https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide>, and applicable state ethics laws and rules available at <https://www.utsystem.edu/offices/systemwide-compliance/ethics>. Neither Seller nor its employees, agents, representatives or subcontractors will assist or cause Purchaser employees to violate Purchaser's Conflicts of Interest Policy, Purchaser's Standards of Conduct Guide, or applicable state ethics laws or rules. Seller represents and warrants that no member of the Board of Regents of The University of Texas System has a direct or indirect financial interest in the transaction that is the subject of the Agreement.

g. Pursuant to Chapter 2270, *Texas Government Code*, Seller certifies Seller (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Seller acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

h. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Seller certifies Seller is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Seller acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

i. Seller agrees to comply with §2252.908, *Texas Government Code* (Disclosure of Interested Parties Statute), and 1 TAC §§46.1 through 46.5 (Disclosure of Interested Parties Regulations), as implemented by the Texas Ethics Commission (TEC), including, among other things, providing the TEC and Purchaser with information required on the form promulgated by TEC. Seller may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing the information on TEC's website at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html).

Purchaser \_\_\_\_\_

Seller \_\_\_\_\_

18. General.

- a. In all respects, time shall be of the essence of this agreement.
- b. "Attachment A," "Attachment B," "Attachment C," "Attachment D", and "Attachment E" hereto are made a part of this Agreement.
- c. Purchaser acknowledges that the Aircraft is being delivered as a U.S. registered aircraft maintained in accordance with Part 91 of the US Federal Aviation Regulations.
- d. Except for a party's indemnification obligations under this Agreement, neither party shall be liable to the other for incidental, consequential, special, or punitive damages, whether alleged under a theory of breach of contract, breach of warranty, tort, strict liability, or otherwise.
- e. Risk of loss, damage to or destruction of the Aircraft shall pass from Seller to Purchaser upon Purchaser's execution of the Certificate of Aircraft Delivery.
- f. Purchaser and Seller acknowledge that this Agreement is the product of negotiation and joint effort. Accordingly, the language, terms and conditions of this Agreement shall not be construed more strictly against either of the parties in the event a question of interpretation, construction or meaning should hereafter arise.
- g. This Agreement sets forth the entire contract between the parties and supersedes all previous communications, representations or agreements, whether oral or written, between the parties with respect to the sale and purchase of the Aircraft. This Agreement shall not be modified or amended except by the mutual consent of the parties in writing.
- h. This Agreement may be executed in any number of counterparts and all of such counterparts, taken together, shall be deemed to constitute one and the same instrument.
- i. THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF PURCHASER (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON PURCHASER'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON PURCHASER EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their duly authorized representatives or members, as the case may be, effective as of the date first written above.

SELLER:  
\_\_\_\_\_

PURCHASER:  
The University of Texas System Administration

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Dr. Scott C. Kelley  
Executive Vice Chancellor for Business Affairs

Purchaser \_\_\_\_\_

Seller \_\_\_\_\_

Date:

Date:

Purchaser \_\_\_\_\_

Seller \_\_\_\_\_



applicable FAA Form 337s, component overhaul documentation and any and all other records and paperwork normally considered part of the Aircraft.

Purchaser \_\_\_\_\_

Seller \_\_\_\_\_

"ATTACHMENT B"  
To Aircraft Purchase Agreement  
Dated this \_\_\_\_\_

**WIRE TRANSFER INSTRUCTIONS**

ESCROW AGENT'S ACCOUNT

SELLERS ACCOUNT

BROKERS ACCOUNT

Wiring information:

Purchaser \_\_\_\_\_

Seller \_\_\_\_\_

"ATTACHMENT C"  
To Aircraft Purchase & Sale Agreement  
Dated this \_\_\_ day of \_\_\_\_20\_\_

**CERTIFICATE OF AIRCRAFT TECHNICAL ACCEPTANCE**

**N454TB      SERIAL#:      MAKE:      MODEL:**

This \_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, \_\_\_\_\_ (\_\_\_).

All terms herein shall have the meaning ascribed to them in that certain Aircraft Purchase & Sale Agreement entered into by and between the parties dated \_\_\_\_\_(the "Agreement").

Purchaser has evaluated the Aircraft, all Aircraft documents, records and log books with regard to this transaction to his satisfaction.

Purchaser hereby authorizes the deposit of \$\_\_\_\_\_ (\_\_\_\_\_ US Dollars), to become nonrefundable and transferred to Seller's account per the terms of the Agreement.

Seller will provide and perform, at Seller's sole cost and expense and prior to Delivery, all goods and services necessary to correct the Discrepancies as noted below (or on the initialed attachment hereto):

Aircraft accepted and terms of this agreement are agreed to this        day of \_\_\_\_20\_\_.

PURCHASER:  
The University of Texas System Administration

\_\_\_\_\_  
Dr. Scott C. Kelley

Purchaser \_\_\_\_\_

Seller \_\_\_\_\_

"ATTACHMENT D"  
To Aircraft Purchase & Sale Agreement  
Dated this \_\_\_\_ day of \_\_\_\_20\_\_

**CERTIFICATE OF AIRCRAFT DELIVERY**

**N454TB      SERIAL#:      MAKE:      MODEL:**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

All terms herein shall have the meaning ascribed to them in that certain Aircraft Purchase & Sale Agreement entered into by and between the parties dated \_\_\_\_\_, 20\_\_ (the "Agreement").

Purchaser has evaluated the Aircraft, all Aircraft documents, records and log books with regard to this transaction to its satisfaction.

Seller represents and warrants that the Aircraft is free and clear of any liens or encumbrances whatsoever caused by Seller, his agents or assigns.

Purchaser has accepted on the terms and subject to Agreement delivery of the Aircraft, log books, records, accessories, spares, (if any), and accessories on this the \_\_\_\_\_ day of \_\_\_\_\_20\_\_.

PURCHASER:  
The University of Texas System Administration

\_\_\_\_\_  
Dr. Scott C. Kelley  
Executive Vice Chancellor for Business Affairs

Purchaser \_\_\_\_\_

Seller \_\_\_\_\_

"ATTACHMENT E"  
To Aircraft Purchase & Sale Agreement  
Dated this \_\_ day of \_\_\_\_20\_\_

**AIRCRAFT SPECIFICATIONS**

***[TO BE CREATED BASED ON (1) THE REQUIREMENTS OF THE RFP (INCLUDING SECTION 5, SPECIFICATIONS AND ADDITIONAL QUESTIONS) AND (2) THE PROPOSAL SUBMITTED BY THE SUCCESSFUL PROPOSER]***

Purchaser \_\_\_\_\_

Seller \_\_\_\_\_

## ADDENDUM 1

DATE: May 12, 2020  
PROJECT: Aircraft Purchase  
RFP NO: 720-2004  
OWNER: The University of Texas System Administration  
TO: Prospective Bidders

This Addendum forms part of Contract Documents and modifies Bid Documents dated October 31st, 2019 with amendments and additions noted below.

### **Questions and Answers:**

- 1. Question:** The Agreement is silent as to warranty. Will Purchaser be accepting the aircraft "as is, where is" with no warranty except any remaining term of the new aircraft warranty? Can language be added to the purchase agreement to address warranty?

**Answer:** Refer to the sample agreement document (Section 15). If Proposer offers any additional warranty – provide it as a part of the proposal, answer to Question #28.

- 2. Question:** Proposer is not organized in the State of Texas however it is qualified to do business in Texas and is in good standing with the state of Texas. Since Proposer is not "duly organized" in the state of Texas can we still meet the requirements of 15a?

**Answer:** Proposer's proposal should identify what state Proposer is duly organized in.

*Make sure Proposer complies with the following:*

*Contractor represents and warrants it is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.*

- 3. Question:** If Proposer defaults will a refund of the deposit to Purchaser be considered full liquidated damages? Compared to Purchaser default language stating Proposer's retention of the deposit in the event of Purchaser's default is considered full liquidated damages.

**Answer:** *Refer to Section 4 of the RFP document. Provide alternative language as a part of Proposer's redlines to the sample agreement.*

**Can the Purchaser agree to venue in the US district court for the Western District of TX or Tarrant County instead of Travis County?**

**Answer:** *Refer to Section 4 of the RFP document. Provide alternative language as a part of Proposer's redlines to the sample agreement.*

**4. Question: Is the Inspection Facility designated by the Proposer or the Purchaser? Can this be mutually agreed?**

**Answer:** *Proposer may propose an Inspection Facility, but University will make the final decision.*

**5. Question: Is an Escrow agent mandatory? – It is. If yes, can Proposer choose a title company in Oklahoma City as the Escrow Agent? If selection of the Escrow Agent is in Purchaser's sole discretion, can Purchaser identify its preferred Escrow Agent?**

**Answer:** *Proposer may propose Escrow Agent, but University will make the final decision.*

**6. Question: Can the indemnity be revised so that is it limited to a breach of the reps and certs in section 2 'Execution of Offer'? – NO. Does the phrase "performance of the contract" contained in the indemnity only include the period from contract signing to aircraft delivery? If not, what period does it include?**

**Answer:** *APPENDIX ONE – Section 2.1.10 is University's standard Indemnity language. Sample agreement sets forth University's anticipated obligations on seller post-delivery. No - for example see Section 7 of the sample agreement.*

**7. Question: Paragraph 1 includes email instructions however Paragraph 2 states "University will not accept proposals submitted by email, telephone or FAX transmission ." This appears contradictory. Will email submittal be accepted?**

**Answer:** *Email submittal is not acceptable. Proposals have to be submitted via Bonfire portal.*

**8. Question: Will University of Texas be paying via ACH rather than any other electronic fund transfer method?**

**Answer:** *The University may consider forgoing the "Net 30" requirement dependent on ability to satisfy inspection and other review needed to complete due*

*diligence. Feel free to submit a proposal for an aircraft with alternative payment arrangements.*

**9. Question:** Will University of Texas be paying via ACH rather than any other electronic fund transfer method?

**Answer:** *University typically pays via wire transfer, but can accommodate ACH.*

**10. Question:** It is typical for an airplane to be paid for at the time of delivery and acceptance. Can the University of Texas amend its Net 30 requirement? Is payment upon delivery possible?

**Answer:** *The University may consider forgoing the "Net 30" requirement dependent on ability to satisfy inspection and other review needed to complete due diligence. Feel free to submit a proposal for an aircraft with alternative payment arrangements.*

**11. Question:** Approval by Board of Regents. Has full \$6.5M budget been approved?

**Answer:** *With approval by the Board, scheduled for Nov 14th, the monies will be authorized.*

**12. Question:** The RFP states "Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP".

**Will there be any discussion with Proposer prior to disqualification based on exceptions?**

**Answer:** *Yes, there will be an attempt to negotiate in good faith.*

**13. Question:** Because of a robust preowned aircraft sales market, and the inability to remove take an individual airplane off of the market during the evaluation period, we request that we be allowed to make our Offer / Proposal subject to prior sale.

**Answer:** *University will review and evaluate proposals quickly to make selection with intention based on scoring to proceed with Letter of Commitment to awarded Contractor subject to necessary inspections and due diligence.*

**14. Question:** The market for preowned aircraft sales is very robust and it is not common practice to take an aircraft off of the market for 120 days. We request that the evaluation and selection period be reduced to a 30 day period. This is to ensure that the aircraft that are being proposed are still available at the time the University moves forward with the Award.

**Answer:** *While it is University's intent to minimize the period of time in which the aircraft is held, the commitment period will be determined by the individual aircraft proposed and the necessary inspections and due diligence.*

**15. Question: Can the Submittal Deadline be extended by one week to November 20th, 2019.**

**Answer:** *No.*

**END OF ADDENDUM 1**

# Submission Instructions for Suppliers (RFP720-2004 AIRCRAFT PURCHASE)

Please follow these instructions to submit via our Public Portal.

## 1. Prepare your submission materials:

### Requested Information

Name	Type	# Files	Requirement	Instructions
Sample Agreement (ref. Section 4 of RFP and APPENDIX TWO)	File Type: Word (.doc, .docx)	1	Required	
Pricing and Delivery Schedule (ref. Section 6 of this RFP) Signed & Completed	File Type: PDF (.pdf)	1	Required	
Execution of Offer (ref. Section 2 of APPENDIX ONE) Signed & Completed	File Type: PDF (.pdf)	1	Required	
Proposer's General Questionnaire (ref. Section 3 of APPENDIX ONE) Responses to	File Type: PDF (.pdf)	1	Required	



Name	Type	# Files	Requirement	Instructions
questions and requests for information				
Addenda Checklist (ref. Section 4 of APPENDIX ONE) Signed & Completed	File Type: PDF (.pdf)	1	Required	
Total Cost of Purchase (BT-56AV)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
Section 5.6 Additional Questions Specific to this RFP (Q-36QX)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.

## Commodity Codes



Commodity Set	Commodity Code	Title	Description
NIGP	03579	Recycled Aircraft and Airport Equipment, Accessories and Supplies	

### **Requested Documents:**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### **Requested Questionnaires:**

The Questionnaire Response Templates can be obtained at <https://utsystem.bonfirehub.com/opportunities/20729>.

Please note that Questionnaires may take a significant amount of time to prepare.

### **Requested BidTables:**

The BidTable Response Templates can be obtained at <https://utsystem.bonfirehub.com/opportunities/20729>.

Please note that BidTables may take a significant amount of time to prepare.

## **2. Upload your submission at:**

<https://utsystem.bonfirehub.com/opportunities/20729>



THE UNIVERSITY of TEXAS SYSTEM  
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES

The Q&A period for this opportunity starts Oct 31, 2019 12:00 PM CDT. The Q&A period for this opportunity ends Nov 06, 2019 2:30 PM CST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Nov 13, 2019 2:30 PM CST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

### **Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### **Need Help?**

The University of Texas System uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>