

**STATE PURCHASING eQUOTE  
FOR  
AIR TAXI SERVICES**

Commodity Codes: 914-270, 918-190, 991-840, 991-841, 991-860, & 991-862  
SPA#: 9913238

Begin Date: 11/09/2007 End Date: 11/08/2008

Awarded Vendors

**Dayjet Services, LLC**

**Imagine Air Jet Services, LLC**

**SATSair, LLC**

**PURPOSE & SCOPE**

The issuance of this eQuote is to establish a one (1) year State Purchasing Agreement (SPA) with the option to renew for up to two (2), one (1) year renewal periods for the purchase of Air Taxi Services on an on-demand, per seat and/or charter basis by all State of Florida agencies and other eligible users. The commencement date of any resulting Agreement shall be determined after the evaluations of responses are completed.

Under authority of Section 287.042(1)(a) and (2)(a), F.S., the purpose of this State Purchasing Agreement (the "Agreement") is to establish terms and conditions for the sale and purchase of commodities or services between you ("You," or "Vendor") and the State of Florida, Department of Management Services ("Department"). This Agreement does not establish the Vendor as the exclusive source of the items under contract, and other Vendors may offer and sell similar products or services without establishing a State Purchasing Agreement. State agencies are not required to use this Agreement. This Agreement does not exempt eligible users from the competitive solicitation requirements described in Chapter 287, Florida Statutes.

PUR 7722 becomes an integral part of the ensuing State Purchasing Agreements. A copy of PUR 7722 may be obtained at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_purchasing\\_agreements/communication\\_towers\\_new\\_lease\\_removal\\_and\\_maintenance/pur\\_7722](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_purchasing_agreements/communication_towers_new_lease_removal_and_maintenance/pur_7722)

**CERTIFICATION AND ELECTRONIC SIGNATURE**

By completing and responding to this e-Quote, vendor is agreeing to all terms and conditions, including the terms of PUR 7722, and certifies that the prices stated will hold for the duration of the Agreement. Price decreases are acceptable on invoice(s) presented for payment or credit card billings.

**TECHNICAL DOCUMENTATION & PRICE LIST**

All services quoted must meet or exceed all requirements of this e-Quote. When technical documentation and/or price list is required, its purpose is to demonstrate compliance of the service quoted and to allow an evaluation of the service and verification of a value to the State of Florida Eligible Users.

## DELIVERY

All prices quoted shall include all costs associated with the purchase of a seat for Air Taxi Services. No additional fees or surcharges shall be assessed to the ordering agency.

## PURCHASING CARD PROGRAM

The State has implemented a purchasing card program through the Bank of America, using the VISA network. Vendors will receive payment from the purchasing card in the same manner as other major credit card purchases. Accordingly, respondents must presently have the ability to accept VISA and other major credit cards or take whatever steps necessary to implement the ability before the start of the agreement term. The State will not fill out any Vendor forms or contracts in association with the Vendor accepting a purchasing/credit card payment. The State reserves the right to revise this program in conjunction with implementation of an on-line procurement system. VISA acceptance is mandatory but is not the exclusive method of payment. Please indicate your ability to accept VISA and other major credit cards in the space provided on the Ordering Instruction sheet of the e-Quote.

When an ordering agency makes a purchase using the State Purchasing Card, as method payment, the language in paragraph 7, Transaction Fee, on form PUR 7722 does not apply. When the State Purchasing Card is not used as a method payment, or a purchasing card other than the State Purchasing Card is used the language does apply.

**On-line billing or payment systems maintained by the Vendor will not store the cardholders account number and expiration date for reuse. Cardholders will provide the Vendor with account information at the point of sale for each occurrence.**

## PURCHASE ORDERS

Purchase Orders, also known as Direct Orders, refers to the form or format a Customer uses to make a purchase under the Agreement (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

## AWARD

Responses will be evaluated and awarded to responsive and responsible vendor(s) offering the best value for Air Taxi Services to the State. A vendor may submit their response with additional destinations statewide. Please note that the additional destinations noted with a response will not be taken into consideration for award purposes, but, if awarded to that Vendor, those additional destinations shall be included within the State Purchasing Agreement.

### PRESS RELEASES & ADVERTISING

Any press releases, press kits, advertising or communications of any kind shall be submitted to the DMS Contract Administrator and must be approved prior to any release. Any disregard to this policy shall be a breach of the Agreement and may be cause for immediate cancellation.

### CANCELLATION OF SPA AGREEMENTS

Current SPA agreements for like items or services may be replaced by any State Term Contract that may be awarded in the future.

### QUESTIONS

If you have questions regarding how to use the eQuote tool (i.e., how to log in, review a quote, submit a response, download, and attachment, etc.), please contact the My Florida Market Place Customer Service Desk at 1-866-352-3776 or by email: [vendorhelp@myfloridamarketplace.com](mailto:vendorhelp@myfloridamarketplace.com)

If you have questions pertaining to the content of the eQuote itself, please contact the agency contact person listed on the eQuote. The contact person for this eQuote is **Fran Shewan, Purchasing Analyst, Phone 850-488-4946, or e-mail: Fran.Shewan@dms.myflorida.com.**

### AIR TAXI SERVICES SPECIFICATIONS

The Vendor submitting a response must have existing commercial Air Transportation Services service within the State of Florida (company/airline may offer flights to other states).

Fares shall be available on a per seat and/or charter basis.

Flights to major Florida cities shall be made available to travelers via regularly scheduled routes, special requested routes.

Services may be provided via jet or turbo prop airplane, accommodating 2 or more commercial passengers.

### STANDARDS

Air Service provider must be in full compliance with the Federal Aviation Administration (FAA) for all air service commercial operations to include, but not limited to, Part 119 and Part 135.

[www.faa.gov](http://www.faa.gov)

FLORIDA CITIES

The commercial air service provider shall have the capability to provide flights to/from the following Florida cities:

Ft Lauderdale	Ft Myers	Jacksonville	Key West
Miami	Orlando	Pensacola	Sarasota
Tallahassee	Tampa	West Palm Beach	

OTHER CITIES

The Vendor may provide services to other cities within Florida and/or other state destinations. With your eQuote response, please include information indicating your flight service area.

OPERATOR SERVICES AND ASSISTANCE

The Vendor shall provide operator services for scheduling of flights, rate quotes, and customer service and may be provided via internet, email and/or telephone. This service shall be available to travelers during normal business hours, Monday – Friday, 8AM – 6PM.

After hours, weekend, holiday and emergency phone contact information shall be made available to travelers.

WEB SITE

The Vendor may have an online reservation system available for price quotes/ requests. Please indicate if your company operates such a system and briefly describe the capabilities, real-time or request for travel quote.

TRIP CANCELLATION

What is your trip cancellation policy? Briefly describe your cancellation procedures.

STANDBY

What is your standby policy? Briefly describe your standby procedures.

BILLING CORRECTIONS

The Vendor shall provide automatic credits to the customer for incorrectly billed flights, and shall have one (1) billing cycle to confirm the disputed call as billable and re-bill.

RATE TYPES AND STRUCTURES

The rates associated with the Air Taxi Services are to be on a per seat basis. The State reserves the right to charter aircraft for services as needed. Pricing structure may vary depending on flight

availability, destination, travel schedule flexibility, advance notice for scheduling, day/time of flight, number of travelers, type of aircraft, etc.

For purposes of evaluation, provide your rate schedule or pricing structure for your Air Taxi Services.

### BILLING FORMAT

Customers shall provide a state issued VISA or other major credit card for payment. In addition to VISA, provide a listing of major credit cards accepted by your company.

Billing in arrears (more than one bill cycle) or in advance is not acceptable and the State will not be obligated to pay unless agreed upon in advance.

### PURCHASE ORDER

Will your company accept a State of Florida Purchase Order/Direct Order?

### SALES SUMMARY REPORTS

The following data must be reported to the Department on a quarterly and annual Agreement basis: Report shall include:

- Vendor's Name;
- Reporting Period;
- Total dollar value of purchases per quarter separated by State Agency and Eligible User totals;
- Total dollar value of purchases per quarter separated by product group;
- Excel report itemizing total purchases for period that includes columns for the following information: agency name, date(s) of travel, city pairs flown and final purchase price; and
- Number of flights by city pair and total number of travelers per quarter.

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or Agreement year may result in the Agreement supplier being found in default and cancellation of the Agreement by State Purchasing.

Upon request, the Vendor shall report to the Department, the spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code, and Federal Employer Identification Number (FEIN) of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing Agency ordering under the terms of this Agreement.

Initiation and submission of the Agreement Sales Summaries are to be the responsibility of the Vendor without prompting or notification by the Purchasing Analyst. The Vendor will submit the completed Agreement Sales Summary forms by email to the Purchasing Analyst. The Department shall distribute, in electronic format, the Agreement Sales Summary forms to be used by the awarded Vendor upon Agreement signature.

## ENVIRONMENTAL CONSIDERATIONS

Describe what efforts your company can take to encourage the participation and support of environmental and conservation programs.

**SERVICE COVERAGE (EXHIBIT A)**

**Air Taxi Services**

Any additional products/services not listed above, but needed in conjunction with the items on the Price Sheet, will be provided by negotiation between the ordering agency and the Vendor(s) at no less than the percent discount offered for each item, or greater discount.

How long has your company been providing these services? \_\_\_\_\_Months \_\_\_\_\_Years

**Air Taxi Service Coverage to be provided:**

**Nationwide Coverage**                          Yes                          No

**International Coverage**                          Yes                          No

**Florida Statewide & Region**

Statewide       Western       Northern       Central       Southern

**or Section**

**NOTE TO VENDOR:** The following link provides a Florida Sectional map. Please designate the Sections your company can provide Air Taxi Services.

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_purchasing\\_agreements/batteries\\_automotive\\_truck\\_and\\_marine\\_types\\_with\\_recycled\\_content/regional\\_county\\_map](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_purchasing_agreements/batteries_automotive_truck_and_marine_types_with_recycled_content/regional_county_map) (Please press Control Key, and then Click on web site link.)

Section 1       Section 2       Section 3       Section 4       Section 5  
 Section 6       Section 7       Section 8       Section 9       Section 10  
 Section 11       Section 12       Section 13       Section 14       Section 15  
 Section 16       Section 17

**For service areas provided outside of Florida, please include information with your response.**

**SAVINGS/PRICE REDUCTION (EXHIBIT B)**

**Air Taxi Services**

**Respondent is required to furnish the percent (%) savings in prices offered in this eQuote compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of an Agreement resulting from this eQuote.**

**DATE** \_\_\_\_\_

**COMPETITIVE PRICES OFFERED AVERAGE** \_\_\_\_\_ **% SAVINGS.**

**HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at (url), or other source of benchmark prices)?**

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_  
**(optional)**

**RESPONDENT NAME:** \_\_\_\_\_  
**(typed or printed)**

**COMPANY NAME:** \_\_\_\_\_  
**(typed or printed)**

**TELEPHONE NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**Do Not Write in Area Below:**

**IF AGREEMENT IS AWARDED, STATE PURCHASING ANALYST/SPECIALIST/AGENT TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:**

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

**WHAT WERE THE RESULTS?** \_\_\_\_\_

**PURCHASING ANALYST/SPECIALIST/AGENT:** \_\_\_\_\_

**Ordering Instructions (EXHIBIT C)**

**Air Taxi Services**

**VENDOR/COMPANY NAME:** \_\_\_\_\_

**SPURS VENDOR NUMBER(FEIN/FEID):** \_\_\_\_\_

**eQuote/Agreement Administration**

**Please identify the person who shall be responsible for administering the Agreement on your behalf if award is made, and include an emergency contact phone number:**

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

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

**Street Address, City, State, Zip:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number(s):** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**If the person responsible for answering questions about the eQuote is different from the person identified above, please provide the same information for that person.**

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

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

**Street Address, City, State, Zip:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number(s):** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Direct Orders**

**Please provide the following information about where the Customers should direct orders. You must provide a regular mailing address. If equipped to receive purchase orders electronically, you may also provide an Internet address.**

**Street Address or P.O. Box:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Toll Free Number:** \_\_\_\_\_

**Ordering Fax Number:** \_\_\_\_\_

**Internet Address:** \_\_\_\_\_

**Federal ID Number:** \_\_\_\_\_

**Remit Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Circle one

Yes No

**WILL ACCEPT THE STATE OF FLORIDA PURCHASING CARD (VISA)**

Yes No

**WILL ACCEPT THE STATE OF FLORIDA PURCHASE/ DIRECT ORDERS**

**Attach additional addresses for all locations in Florida authorized to perform services under this Agreement. All locations must be registered in MyFloridaMarketPlace.**

**EMERGENCY SITUATIONS (EXHIBIT D)**

**Air Taxi Services**

**Emergency situations, resulting from events such as natural disasters, may require immediate supply of commodities and services to various government entities.**

**If your firm is capable and willing to supply item(s) offered in this solicitation during an emergency, please complete the following:**

**AGREEMENT TITLE** \_\_\_\_\_

**CONTACT PERSON (24 HOURS)** \_\_\_\_\_

**EMERGENCY TELEPHONE NUMBER** \_\_\_\_\_

**PAGER TELEPHONE NUMBER** \_\_\_\_\_

**CELLULAR TELEPHONE NUMBER** \_\_\_\_\_

**ANSWERING SERVICE / AFTER HOURS TELEPHONE NUMBER** \_\_\_\_\_

**The above information will be used by this office should the State of Florida determine an emergency situation exists.**

**VENDOR COMPANY NAME:** \_\_\_\_\_

