



**Air Charter Service 2011 Football Season**

**CONTRACT NO. 11-06-16**

Bid packets must be received by  
2:00 p.m., Thursday, June 16, 2011  
Delaware State University  
Room 321  
New Administration Building  
1200 North DuPont Highway  
Dover, DE 19901-2277

Point of Contact  
Deborah Roussell  
(302) 857-7822

May 31, 2011

**TO: ALL BIDDERS**

The enclosed packet contains an "INVITATION TO BID" for Air Charter Service – 2011 Football Season. The bid consists of the following documents:

**INVITATION TO BID – CONTRACT NO.**

1. Definitions and General Provisions
2. Special Provisions, Invitation to Bid, and Scope of Work
3. Bid Reply Section
  - a. Non-Collusion Statement and Acceptance
  - b. Bid Reply Section

Your bid and the Bid Reply Section must be executed completely and correctly and returned in a clearly marked envelope by 2:00 p.m., Thursday, June 16, 2011, to be considered.

Please review and follow the information and instructions contained in the General Provisions and this Invitation to Bid. Should you need additional information, please call Deborah Roussell at (302) 857-7822.

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit bids and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State University reserves the right to extend the time and place for the opening of bids from that described in the advertisement, of not less than two (2) calendar days notice be certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specification or contract descriptions. Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

**SECTION 100.00 BID GENERAL INFORMATION:**

**Whenever the following terms are used, their intent and meaning shall be interpreted as follows:**

<b>State:</b>	The State of Delaware
<b>Board:</b>	The Delaware State University Board of Trustees
<b>University:</b>	The Delaware State University
<b>Designated Official:</b>	The person authorized to act for the Delaware State University Board of Trustees
<b>Inspector:</b>	Individual authorized by the University to act as its agent to inspect any feature of the material or work entering into the contract
<b>Bidder:</b>	Any individual, firm or corporation submitting a bid in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative
<b>Contractor:</b>	Any individual, firm or corporation with whom a contract is made by the University
<b>Surety:</b>	The corporate body which bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for this acceptable performance of the work for which he has contracted
<b>Bid:</b>	The offer of the bid submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications
<b>Advertisement For Bid:</b>	The public announcement that the University is inviting bids covering work to be performed or materials or equipment to be furnished
<b>Bid Bond:</b>	The security designated in the bid to be furnished by the bidder as a guaranty of good faith to enter into a contract with the University if the work to be performed or the materials to be furnished is awarded to him
<b>Special Provisions:</b>	Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the bid
<b>Contract:</b>	The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following: <ul style="list-style-type: none"><li>A. Bid by firm or individual furnishing materials and/or services</li><li>B. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda (Sect 100, 200, 300, 400 inclusive) of the bidding documents</li><li>C. Approved University purchase order</li></ul>
<b>Performance, Labor &amp; Material Payment Bond:</b>	The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the Special Provisions.

**SECTION 200.10 EXECUTIVE ORDER 11246**

**GENERAL COMPLIANCE CERTIFICATE AND AGREEMENT OF VENDORS AND SUBCONTRACTORS**

To: \_\_\_\_\_ AND ITS SUBSIDIARY  
CORPORATIONS

**EXECUTIVE ORDER 11246**

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirement of Executive Order 11246 as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in each order submitted to you for supplies or services exceeding \$10,000 if and so long as required by Executive Order No. 11246 and regulations issued hereunder by the Office of Federal Contract Compliance, Equal Employment Opportunity.

**A. EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency-contracting officer advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, accounts by the contracting agency of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended

in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to B. **CERTIFICATE OF NONSEGREGATED FACILITIES**

Contractor does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is in violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained

Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such section with respect to any subcontractor's purchase order as the contracting agency may direct as a means of enforcing such provisions including sanction for non-compliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States. identical certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

**C. NOTICE OF PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be

Submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

**D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM**

Contractor agrees to develop a written Affirmative Action Compliance program for each of its establishments as required by Section 60 140 Title 41 of the Code of Federal Regulations.

**E. EMPLOYER INFORMATION REPORT (EEO-1 STANDARD FORM 100)**

Contractor has filed standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" as

required by Section 60-1-7 of Title 41 of the code of Federal regulations.

We are exempt from filing SF 100 (EEO-1) as defined above (check if applicable).

SIGNATURE OF BIDDER

CORPORATE SEAL

\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Secretary

SWORN to and SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public

**SECTION 200.9 NON-COLLUSION STATEMENT**

Delaware State University  
Office of Purchasing  
Dover, DE 19901-2275

Gentlemen:

This is to certify that the undersigned bidder

\_\_\_\_\_

has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid for Contract No. \_\_\_\_\_ or any part(s) thereof, submitted to the Delaware State University on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNATURE OF BIDDER

\_\_\_\_\_

CORPORATE SEAL

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

SWORN to and SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**SECTION 200.00 PROPOSAL REQUIREMENTS AND CONDITIONS**

**ALL PROPOSALS MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:**

**SECTION 200.1 Presentation of Bids**

A. Bids shall be presented on the forms issued with the specifications. Special lease, or rental bids may be presented on vendor's forms. All blanks shall be properly filled in. Live signatures are required. Any alterations, erasures shall be initialed by bidder. The bid form shall be executed to show the amount bid. The total amount of the bid submitted shall be typed, or clearly printed in ink, in both written and numerical figures on the bid form and summary.

B. Bids shall be received at the Office of the Director of Purchasing, (unless otherwise indicated), Delaware State University, 1200 N. DuPont Highway, Dover, Delaware, 19901-2275, not later than the time state in the advertisement. Bids will be received in a sealed envelope and plainly marked as follows:

**Contract No.:** 11-06-16

**Name of Bidder:**  
\_\_\_\_\_

**Date of Opening:** June 16, 2011 2:00 P.M.

C. No responsibility shall be attached to any persons for the premature opening of any bids not properly identified. (See "B" under Paragraph 1).

D. Delaware State University reserves the right to accept, or reject any or all bids either by item, section, job and/or by the total amount proposed is less than the sum of the individual items, sections, or jobs, it will be inferred that a discount was offered as an inducement to award all items, sections, or jobs to the bidder.

**SECTION 200.2 Bid Guaranty**

A. All bid bids exceeding \$10,000 in cost, shall be accompanied with a bid bond or certified check drawn on a solvent bank or trust company licensed to do business with the State of Delaware unless WAIVED under section titled: "Special Provisions." The bid bond or certified check shall be drawn to the order of the Delaware State University in the amount of at least ten percent (10%) of the total price (including all alternates).

B. Upon the execution of a formal contract and agreement, the Bid Bond will be returned to the successful bidder. The deposits of the unsuccessful bidder will be returned to them immediately upon the awarding of the contract, or the rejection of all bids, but in any event, no later than ninety (90) days after the opening of the bids.

C. Should a successful bidder, on being notified in writing by the University, fail to executive the Notification of Award and Agreement contract and furnish satisfactory Performance, Labor and Material payment bond (if requested under Special Provisions) within twenty (20) days from date of receipt, the award of the contract may be rescinded and the certified check or bid bond become liable up to the full amount and the bidder liable for any difference in the bid, which the University may be obligated to award to another bidder because of the omission or refusal of the successful bidder to execute the contract and Performance bond as aforesaid.

D. If no award contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

**SECTION 200.3 Bid Withdrawal**

A. A bidder may withdraw his bid after it has been deposited with the University if

such request is made prior to the time set for the opening of the bid.

B. Any bidder exercising the privilege of withdrawing his bid (bids) waives all claims that may arise should it be found that his opened bid, is for any reason, unacceptable to the University.

#### **SECTION 200.4 Bid Openings**

A. Bids will be opened publicly and read at the place designated by the University, on the date and at the hour set forth in the advertisement. Bidders, or their authorized representatives are invited to be present.

B. Bids received after the time set for the public opening will not be given consideration and will be returned, unopened, to the bidder.

#### **SECTION 200.5 Rejection of Bids**

Any one (1) or more of the following causes may be considered sufficient reason for the disqualification of a bidder and the rejection of his bid:

A. Evidence of collusion among bidders and failure to execute non-collusion statement and execute Order 11246.

B. More than one (1) bid for the same contract from an individual firm, or corporation under the same, or different names. (excluding special lease or rental bids). This does not apply to agents, or brokers representing more than one principal, when separate bids are submitted.

C. Unsatisfactory performance record as proven by past experience with the University.

D. Delaware State University may request prospective bidders to answer a questionnaire and file a financial statement containing a complete statement of the bidder's financial ability and experience in performing such work. If the University is not satisfied with the sufficiency of the answers to the questionnaire or financial statements, the owner may refuse the prospective bidder submitting such

unsatisfactory answers access to the plans and specifications for the work and the bid of any such bidder may be disregarded.

E. Unit prices are obviously unbalanced either in excess, or below reasonable cost analysis value and/or in excess of the budget.

F. Any unauthorized additions, interlineations, conditioned or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous in meaning.

G. Lack of bid bond or certified check accompanying bids exceeding \$10,000 in cost unless waived under "Special Provisions."

H. Delaware State University reserves the right to waive any informalities in bids received and to accept or reject any or all items bid.

I. Failure to submit with bid, the latest manufacturer's technical specifications on substitutions or "or equal" products.

#### **SECTION 200.6 Notification of Award and Agreement**

A. Upon notification by Delaware State University that the bid has been accepted, the successful bidder shall agree to execute a formal contract (bids of \$10,000 or over), within twenty (20) days, with the University, embodying the bid which he has submitted consistent with the specifications, terms and conditions provided (and provide Performance, Labor & Material payment bonds if required under special provisions). Such contract shall make provisions for all Federal, State and City antipollution, conservation and environmental protection ordinances, rules and regulations which will be involved in the execution of the contract. The cost for any anti-pollution, conservation or environmental protection control activity that is not specified in the contract, or otherwise provided for, but becomes necessary, or is deemed desirable by the University after contract has been awarded,

shall be paid in accordance with Section 6904 (E) of the Delaware Code.

B. The notification of award and agreement shall not be considered final until a purchase order has been approved by the University and received by the successful bidder.

#### **SECTION 200.7 Termination of Contract**

A. Delaware State University reserves the right to annul any contract if, in its opinion, there is failure at any time to perform adequately the stipulations of this invitation to bid, and/or the general conditions, special provisions and detailed specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the University materials, products, workmanship or service which is, in the opinion of the University, of an unacceptable quality.

#### **SECTION 200.8 Performance, Labor & Material Payment Bond**

A. The successful bidder will (when requested under Section: "Special Provisions") be required to furnish satisfactory bonds for the faithful Performance, Labor & Material payment, guarantee periods and the satisfactory completion of all work as specified.

B. The bonds shall be paid for by the contractor and shall cover the total amount of the contract price. Bonds must accompany the executed contract award and agreement.

C. Failure to submit properly executed bonds within twenty (20) days may result in the University awarding contract to the next lowest responsible bidder.

#### **SECTION 200.9 Non-Collusion Statement**

A. Delaware State University requires a sworn statement to accompany all bids, executed by, or on the behalf of the person, or corporation submitting the bid, certifying that such person, or corporation has not

either directly, or indirectly participated in any collusion with such contract. The form for this sworn statement is included herein and must accompany bids being submitted.

#### **SECTION 200.10 Compliance Certificate**

A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids exceeding \$10,000 shall properly execute the "General Compliance Certificate and Agreement of Vendors and Subcontractors" form submitted herein. The form must accompany bids being submitted.

#### **SECTION 300.00 GENERAL CONDITIONS**

##### **SECTION 300.1 Interpretation of Estimates**

A. The estimate of quantities given in the bid are considered approximate and given as a basis for comparison of bids. Delaware State University reserves the right to increase, or decrease the quantity of any item as deemed necessary.

##### **SECTION 300.2 Prices Quoted**

A. Items covered by this bid are exempt of all Federal State taxes. Such taxes shall not be included in prices quoted.

B. Prices quoted shall include F.O.B. Delaware State University freight prepaid, installed as directed and all charges imposed during the life of the contract.

C. Bids submitted by the bidder shall be binding for a period of ninety (90) days from the opening date of bid unless requested for an additional period of time under "Special Provisions."

D. Delaware State University does receive Federal Grants; therefore, all bidders should keep in mind that the University is entitled to the privilege of using GSA contracts.

##### **SECTION 300.3 Use of Trade Names**

A. In every case where a trade name is used for the purpose of identification and simplifications, it shall be understood that merchandise of equal quality and similar

features will be subject to acceptance by Delaware State University. However, Delaware State University reserves the right to make the final determination as to whether or not the merchandise offered is in fact of equal quality with similar features.

#### **SECTION 300.4 Or Equal Bids**

A. Substitution of products offered by bidders other than specified, may be considered, provided the bidder furnishes (with his bid) the manufacturer's latest brochure, which shall contain complete specifications to enable Delaware State University to compare and determine if article (s) and/or services offered comply with the intent of the specifications herein and will be satisfactory for the work to be accomplished. Failure to provide this information with the bid may result in rejection of bid. Delaware State University shall be the sole judge of equivalencies.

#### **SECTION 300.5 Merchandise Sample**

A. Before any contract is awarded, the successful bidder will (when requested under "Special Provisions") furnish a complete statement of the origin, composition, manufacturer and sample of any or all materials or items used in the contract for the purpose of evaluating and testing.

#### **SECTION 300.6 Warranty**

A. Bidders shall include their bid, a statement on conditions and terms of warranty of all items and/or services to be provided.

B. Defects occurring during the warranty period shall be made good and/or corrected by the contractor without cost to Delaware State University.

C. The contractor must submit warranty to the University that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work be of good quality, free from

faults and defects and in conformance with the specifications.

D. Verification and inspection upon delivery of materials or services (s) will be performed by representatives of the University and will be rejected if found defective in any way, and not conforming with specifications.

#### **SECTION 300.7 Delivery**

A. Time is of the essence and may be a factor considered in making the award. List delivery and/or completion date in indicated space on bid form.

B. The bidder agrees to deliver all equipment and/or perform all work in accordance with its specifications.

C. All cartons and packages being delivered directly, or indirectly to the University shall show identifying purchase order number and contain a packing list indicating quantities being shipped. Deliveries must be made to location indicated on purchase order.

#### **SECTION 300.8 Liquidated Damages**

A. If requested under section "Special Provisions" a designated sum will be deducted by Delaware State University from monies due vendor, not as a penalty, but as liquidated damages for failure to deliver/complete within the time limit specified. Saturdays, Sundays and state legal holidays will be excluded from the computations for the assessment of liquidated damages.

#### **SECTION 300.9 Laws to be Observed**

A. The Contractor is presumed to know and shall strictly comply with all national, state and county laws and city or town ordinances and regulations in any manner affecting the conduct of the work or delivery. The Contractor shall indemnify and save harmless the State of Delaware, Delaware State University and all officers, agents and servants thereof against any

claim of liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees whether by himself or his employees.

B. All necessary permits, licenses, insurance policies, etc., required by local state or federal laws shall be provided by the contractor at his/her own expense and shall be made available for inspection upon request by authorized personnel of Delaware State University.

#### **SECTION 300.10 Contract Documents**

A. The complete specifications together with all addenda shall be accepted by parties to the contract and bound for the execution of the work herein contemplated and required.

B. Delaware State University reserves the right to recall plans and specifications at any time before or after bids are received, in which case all plans and specifications must be immediately returned to the University.

#### **SECTION 300.11 Obligation of Bidder**

A. Before submitting bids, bidder shall inform themselves fully of the nature of the work by personal examination of the site, the drawings, and specifications and by such other means as they consider necessary as to matters, conditions and considerations bearing on or in any way affecting the preparation of their bids and the contract. They shall not at any time after submitting their bid, dispute or complain of such drawings or the specifications and the general conditions, nor assert that there is any misunderstanding in regard to the location, extent or nature of work to be performed.

#### **SECTION 300.12 Billing**

A. The successful bidder (s) are required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

**Delaware State University  
Accounts Payable  
1200 N. DuPont Highway  
Dover, DE 19901-2275**

#### **SECTION 300.13 Terms of Payment**

A. Delaware State University will authorize and process invoices properly identified by a valid purchase order for payment normally with thirty (30) days after date of receipt, completion of services, UNLESS vendor indicates a discount for prompt payment. Such discounts for prompt payment must be clearly indicated on all invoices. Failure to properly identify invoices with a valid purchase order number will result in payment being withheld until such time invoice is identified and/or all changes have been authorized in writing.

B. Delaware State University may make partial payment on any Contract provided Contractor complies with all General Terms of Condition as stated herein.

#### **SECTION 300.14 Funding Out**

A. The continuation of this contract is contingent upon funding appropriation by the Delaware General Assembly and/or funding duly authorized by the Delaware State University Board of Trustees.

**SECTION 400.00 SPECIAL PROVISIONS:**

**The following "Special Provisions" shall be considered by all Bidders as part of this Contract:**

- 400.0 BID OPENING, TIME AND PLACE: All bids must be received no later than 2:00 P.M. June 16, 2011. Bids received after this time and date will not be accepted. Bids will be received by the Office of Purchasing, Room 321, of the New Administration Building, Delaware State University, 1200 N. DuPont Highway, Dover, DE 19901-227, and will be publicly opened at the time and date indicated above.
- 400.1 CONTRACT REQUIREMENTS: This contract will be issued to provide charter air transportation services.
- 400.2 CONTRACT PERIOD: The contract for the goods and/or services herein shall be valid for twelve (12) months from the date of award.
- 400.3 POINT OF CONTACT: The sole point of contact for purposes of this Invitation to Bid (ITB) is Deborah Roussell, Delaware State University, (302) 857-7822. Any and all changes or modifications affecting this contract in any matter shall be subject to written approval of the Purchasing Department.
- 400.4 PRICES: Prices shall remain firm until all of the terms and conditions contained herein are satisfied.
- 400.5 BID BOND REQUIREMENTS: Waived
- 400.6 PERFORMANCE BOND REQUIREMENTS: Waived
- 400.7 BASIS OF AWARD: This contract shall be awarded to the most responsible bidder who best meets the requirements of the University and the terms and conditions of the bid. The award will be made on the basis of the capability of the vendor, warranty against defects in material and workmanship, quality of proposed agreement, price, and prior service history. Delaware State University reserves the right to reject any or all bids, in whole or in part, to make partial awards, award by type, item for item, or lump sum, whichever may be most advantageous to the University.
- 400.8 PRE-BID MEETING: N/A
- 400.9 DELAWARE BUSINESS LICENSE: All firms must have a Delaware business license as required by Delaware Code, Title 30, Section 2102.
- 401.0 HOLD HARMLESS: The vendor shall agree by offering a bid on this contract, that they shall indemnify and hold the State of Delaware and Delaware State University harmless from and against any and all claims for injury, loss of life, or damage to, or loss of property caused, or alleged to be caused, by acts of omissions of the vendor, its employees, and invitees on or about

**SECTION 400.00 SPECIAL PROVISIONS con't:**

the premises and which arise out of the vendor's performance, or failure to perform as required by the University in this agreement.

401.1 NON-PERFORMANCE: **In the event the vendor does not fulfill its obligations under the terms and conditions of this contract due, the ordering department may purchase any equivalent product and/or service on the open market. Any differences in the cost between the contract prices herein and the prices herein and the price of the open market shall be the responsibility of the vendor. Under no circumstances shall monies be due to the vendor in the event the open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.**

401.2 FORCE MAJEURE: Neither the vendor nor the University shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of this contract.

401.3 BID/CONTRACT EXECUTION: Both non-collusion statement and the compliance certificate that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State University.

**The following "Special Provisions" shall be considered by all Bidders as part of the Contract:**

401.4 AMENDMENTS: The University reserves the right to amend this ITB at any time prior to the opening date. Addendum's, if necessary, will be issued a minimum of three (3) days prior to the date of opening via certified mail or fax to all prospective offerors who have picked up or were mailed specifications. All amendments issued by the University must be acknowledged as to the receipt of the same. Each amendment will provide a space for signature to acknowledge receipt. This signed amendment must be included in your bid package. **Failure to include this acknowledgement may be basis for rejection of the bid.**

401.5 PUBLIC INFORMATION: Offerors must give specific attention to the identification of any portion of their bid that they deem confidential or proprietary information. This information is usually restricted to financial statements, patent or copyright information, or information concerning personnel which is considered confidential.

401.6 SITE INVESTIGATION: As applicable, offerors are expected to inspect the sites where services are requested and satisfy themselves as to all general and local conditions that may affect or impact the cost of the contract. Under no circumstances, will failure to inspect the site (s) constitute grounds for any claim, or additional costs after the award of the contract.

401.7 CANCELLATION OF CONTRACT: In the event of unsatisfactory performance, Delaware State University reserves the right to cancel this contract upon written notice.

**SECTION 500.00 SPECIFICATIONS:**

**All work/Material (s)/services under this Contract MUST MEET OR EXCEED THE FOLLOWING MINIMUM ACCEPTABLE SPECIFICATIONS:**

500.1 COMPLAINT: Unless the offerors bid expressively states otherwise, the offerors agrees to comply with all terms, conditions, special provisions, specifications, and addendums of this contract. Any or all exceptions must be clearly identified in the proposal.

500.2 NON-DISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE ACTION: The policy of the University, both traditionally and currently, is that discrimination against any individual, for reason of race, color, creed, national origin, sex, handicap, or age, is specifically prohibited. Accordingly, the University uses as one of its purchasing criteria, the affirmative action of its vendors in providing equal employment opportunities for all minority groups.

500.3 ASSIGNMENT: Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.

SPECIFICATIONS: The successful bidder (s) shall provide the following items, meeting at a minimum, the specifications as listed:

**GENERAL SPECIFICATIONS**

**SCOPE OF WORK**

The successful bidder must be able to provide air charter services for the dates and times specified in the bid document. All equipment must be transported without removing and or all wheels.

**SCOPE OF WORK:**

The contractor must be able to provide air charter services for 120 passengers and all equipment. The contractor will provide air charter transportation and qualified pilot's and crew to transport designated DSU athletes, coaches, and personnel from Dover, Delaware Civil Air Terminal to indicated destination and return per the provided schedules. Meals will be provided each was for each passenger, consisting of two (2) six inch (6") hoagies, Gatorade or Powerade, energy bar, fruit and water.

**TRIP SCHEDULE/S:**

Trip Information	Time	Date	Round Trip Price	
Depart	Orangeburg, SC	Evening	9/24/2011	\$
Arrive	Dover, DE	TBD	9/24/2011	
Depart	Dover, DE	9:00 a.m.	9/30/2011	\$
Arrive	Tallahassee, FL	Noon	9/30/2011	
Depart	Tallahassee, FL	Evening	10/1/2011	
Arrive	Dover, DE	TBD	10/1/2011	

### **TRIP CANCELLATION:**

In such cases where cancellation of a trip is necessary due to unforeseen circumstances, University personnel will strive to notify the selected firm as soon as possible. In cases where cancellation of a trip occurs at least 6 (six) hours before embarkation or before the pilot has been dispatched, there will be no trip and/or penalty charges assessed. For less than six-hour notification, any penalty charges assessed will not equal the full cost of the planned trip. Such charge should be no larger than is needed to defray the selected firm's expenses.

### **TARDINESS:**

Should the contracted firm arrive more than one (1) hour late, all charges connected with alternate arrangements, either made by DSU or the contracted firm, will be the responsibility of the contracted firm.

Billing: The University desires to use our DSU Procurement Card (Commercial VISA) to the maximum extent possible to pay for services rendered. **Vendor must indicate willingness to accept the VISA card for payment of services.** Services not charged to a department's VISA card shall be billed per trip. Invoices must be itemized listing rate of charge, date(s) of service and department transported.

Business Hours: Contractor shall have a representative at their facilities authorized to act on behalf of the Contractor between the hours of 8 a.m. and 5 p.m. weekdays. Contractor shall provide the University Purchasing Department with a list of individuals who may be contacted after normal business hours in the event of an emergency.

Substitute Service: When the Carrier is unable to provide the requested transportation equipment for any reason other than uncontrollable delay, the Carrier may, with University approval, arrange to furnish substitute transportation from the Carrier's own resources or from another air transportation carrier that meets all conditions of the University contract, including all state and federal safety requirements and regulations.

University Rejection: The University may reject any transportation equipment/services or personnel that do not meet the specific requirements of this contract. To their satisfaction Departments shall have the following options: 1) Contractor to obtain replacement equipment from another approved source at no additional cost to the University; 2) Department to adjust trip schedule; 3) Department may opt to accept the offered equipment/services; or 4) Department may arrange for alternate transportation.

Safety and Quality Assurance: Carrier is obligated to comply with generally accepted standards of the air transportation industry for operation and maintenance practices. As a minimum, Carrier shall comply with all provisions of applicable statutes and agreements which may affect safety, and with all Department of Transportation and State regulations, directives, orders, rules and standards pertaining to services provided hereunder.

1. Carrier shall keep equipment clean, orderly, and in a good state of repair, and comply with generally accepted standards of maintenance.

2. Carrier shall not provide equipment or pilots that are in an “out of service” condition as defined by the North American Uniform Out of Service Criteria, adopted by Commercial Vehicle Safety Alliance (CVSA), or fail to comply with any applicable State laws.
3. The Carrier must make available upon reasonable requests all such records as may be necessary to ascertain the safety of equipment including maintenance records.

Federal and State Regulations: Contractor shall be in compliance with all applicable state and federal laws, including possession of proper operating authority under the Interstate Commerce Commission. The Contractor shall file all current operating authorities (copies of licenses, certifications, etc.) with the University Purchasing Department and immediately give notice, should the carrier’s authority change at any time for any reason.

Insurance and Registrations: Vendor must provide a proof of insurance. Travel may be expected in other states and vendor must be registered to perform the same.

Baggage and Loading: Carrier personnel shall supervise and assist in loading and unloading of baggage and equipment by University personnel. The Carrier shall be responsible for insuring that baggage/paraphernalia and baggage are loaded properly and safely. If the Carrier has a reasonable belief that the weight, size or character of baggage make it unsuitable for air transport, the Carrier, prior to or at any stage of the journey, may refuse to carry the baggage.

ADA Compatibility: The Contractor shall specify whether they are in compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and other laws related to the provision of handicapped transportation services. The Contractor may be asked to provide the university with transportation equipment for the physically handicapped. If the vendor is unable to provide suitable compliant equipment, the University will have the right to obtain these services outside of the contract. The successful vendor may, at their discretion, arrange for suitable equipment through another source and provide services to the University at a pre-agreed upon charge.

REFERENCES:

Please provide the name, address and business contact for two (2) accounts that you provide similar transportation service to in the State of Delaware.

Business: \_\_\_\_\_ Representative: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

City/State: \_\_\_\_\_

Business: \_\_\_\_\_ Representative: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

City/State: \_\_\_\_\_

Delaware State University

Air Charter Service  
2011 Football Season

Contract No. 11-06-16

Bid Specifications

1. Delaware State University is requesting bids for Air Charter Service for two (2) trips the 2011 Football season. Please see bid quotation page for destinations.
2. Specification Requirements
  - 2.1 The successful bidder must provide a single airplane which is capable of transporting one hundred twenty (120) passengers per trip plus luggage and football equipment.
  - 2.2 The successful bidder must ensure that all aircraft and the operators of such aircraft are both licensed and insured in accordance with all applicable laws and regulations for the purpose set forth herein.
  - 2.3 The successful bidder must provide the University's Purchasing Manager a copy of the Certificate of Insurance regarding all flights and, prior to each trip, must also provide a copy of the air worthiness certificate for the airplane to be used.
  - 2.4 Origin of Trips: The successful bidder understands and agrees that all required trips shall originate and terminate at the Dover DE Civil Air Terminal.
  - 2.5 Meals: Each passenger will be supplied with a boxed meal (appropriate for a football player) to include (2) six inch Hoagies, energy bar, fruit, Gatorade or Powerade and water, both departure and return.
  - 2.6 Dates of charters and estimated times of departures are shown in the attached schedule and are subject to change resulting from game time changes, television broadcasting, weather, etc. Actual departure times are to be confirmed with the Delaware State University Football Department approximately ten (10) days prior to departure, as the needs of the Football Department may vary from the present anticipated departure times shown. Proposers offering alternate times must so indicate on their proposals.
  - 2.7 Charter Contractor must furnish an Air Worthiness Certificate along with a Certificate of Insurance to the Delaware State University Purchasing Department prior to beginning of flight service. Certificate of Insurance coverage's shall include Passenger Liability, Bodily Injury, Property Damage, and Personal Injury Liability. The Board of Trustees of the Delaware State University is to be named as an additional insured. Requesting MINIMUM Coverage of \$300,000,000 per occurrence.

**Bid Specifications Continued:**

- 2.8 Fuel Costs Adjustments: Since fuel costs are very volatile, the University will entertain provisions for adjusting charter pricing in response to fuel cost changes. Any adjustment should be based on fuel "in wing". If Carrier/Agent wants such a clause in the contract, the Carrier/Agent must include the formula to be used for making such fuel adjustment along with its response to this Bid Proposal. Please include as part of the adjustment how the fuel price is determined – (Index, Average, Sit specific, etc). If, the Carrier/Agent submits no adjustment formula with its response to the Bid Proposal, it will be assumed that the bid pricing is firm and no adjustment for fuel price will be made for duration of contract. Also, any formula offered and clause that might be added to address fuel cost adjustment will consider both increases and decreases in fuel prices. If a formula is offered which does not make it easy to determine the extent of any adjustment to fuel costs of which only makes provisions for price increase, this may be considered grounds to consider a Carrier/Agent's bid "non-responsive".
- 2.9 The Carrier/Agent will be expected to provide charter services in a clean, safe, efficient and lawful manner, and, in so doing, shall fully comply with all applicable statutes, Federal laws, municipal ordinances, and FAA regulations.
- 2.10 Total Cost: All prices quoted shall be for the complete charter flight service offered including complete crew, any and all services to aircraft, in-flight meals, expenses of crew, taxes, escrow fees, ferry and layover charges, and baggage handling fee from, to, or between aircraft and terminals, landing fees, security and any other expense which may be incurred in providing the charter service.
- 2.11 All payments made to any vendor under this contract will be made to an escrow account, not directly to vendor. Please provide name of escrow bank in your proposal.
- 2.12 Please provide a boiler plate copy of your contract that DSU would sign if you are the successful vendor.
- 2.13 Please provide fuel burn per hour of plane you are bidding and number of total hours of flying for each trip.
- 2.14 List of current Universities you are flying for in upcoming season or flew for in 2010.
- 2.15 Delaware State University will not be able to make deposition on plane until after July 1, since that is the beginning of our budget year. Please state in your bid response that this is understood and OK.

**Delaware State University  
Air Charter Service – 2011 Football Season**

**Contract No. 11-06-16**

---

Vendor

---

Authorized Signature/Date

---

Address

---

Printed Name

---

City, State

Zip Code

---

Telephone Number

---

Fax Number

---

E-Mail Address

---

Federal EI Number