



CONTRACT NO: 15-05-06-06
Air Charter Services – 2015 Football Season

Bid packets must be received by
3:00 p.m.,
May 21, 2015

Delaware State University
Room 321
Administration Building
1200 North DuPont Highway
Dover, DE 19901-2277

Point of Contact
Jessica Wilson
(302) 857-6272
(302) 857- 6278 (FAX)

TO: ALL BIDDERS

The enclosed packet contains an “INVITATION TO BID” for Air Charter Services – 2015 Football Season. The bid consists of the following documents:

INVITATION TO BID – CONTRACT NO. 15-05-06-06

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 3:00 p.m., Thursday, May 21, 2015, to be considered. Please submit copies of your response as:

- Hard Copy: One original and two copies

Submittals and requests for information relative to this Invitation to bid should be addressed to:

Jessica Wilson
Delaware State University
Administration Building, Room 321
1200 North DuPont Highway
Dover, DE 19901-2277
Phone: (302) 857-6272, Fax: (302) 857-6278
Email: jwilson@desu.edu

Minority Business Enterprise (MBE), Women Owned Business Enterprise (WBE), veteran owned business (VOBE), service disabled veteran owned business (SDVOBE), and Individuals with Disabilities Owned Business Enterprise (IWDBE) 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.

TIMELINES AND SCHEDULES *

Task(s)	Date
ITB Posting by the State of Delaware	May 6, 2015
Deadline for advance ITB Questions (Noon EST)	May 12, 2015
Answers to ITB questions available online	May 14, 2015
Proposals due (3:00 p.m. EST)	May 21, 2015
Notification of Award	June 1, 2015

* Each date subject to change

SECTION 100.00 BID GENERAL INFORMATION:

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

State:	The State of Delaware
Board:	The Delaware State Foundation Board of Trustees
Foundation:	The Delaware State Foundation
Designated Official:	The person authorized to act for the Delaware State Foundation Board of Trustees
Inspector:	Individual authorized by the Foundation to act as its agent to inspect any feature of the material or work entering into the contract
Bidder:	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
Contractor:	Any individual, firm or corporation with whom a contract is made by the Foundation
Surety:	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
Bid:	The proposal submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications
Advertisement For Bid:	The public announcement that the Foundation is inviting bids covering work to be performed or materials or equipment to be furnished
Bid Bond:	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 Foundation if the work to be performed or the materials to be furnished is awarded to him
Special Provisions:	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
Contract:	The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following: A. Bid by firm or individual furnishing materials and/or services B. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda (Sect 100, 200, 300, 400 inclusive) of the bidding documents C. Approved Foundation purchase order
Performance, Labor & Material Payment Bond:	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.

INTRODUCTION

Purpose

Delaware State University is requesting bids for Air Charter Service for one (1) trip during the 2015 Football season. Please see bid quotation page for destinations.

Background

Delaware State University is a public, comprehensive, 1890 land-grant institution that offers access and opportunity to diverse populations from Delaware, the nation, and the world. Building on its heritage as a historically black college, the University purposefully integrates the highest standards of excellence in teaching, research, and service in its baccalaureate, master's and doctoral programs. Its commitment to advance science, technology, liberal arts, and the professions produces capable and productive leaders who contribute to the sustainability and economic development of the global community. It is located in Dover, Delaware the capital of the state, with a current population of more than 4,000 students that come from 38 states and 31 countries. There are approximately 825 faculty and staff that enhance this great institution.

Bid Specifications

1. Specification Requirements

- 1.1 The successful bidder must provide a single airplane which is capable of transporting one hundred and thirty (150) passengers per trip plus luggage and football equipment.
- 2.1. 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.
- 2.2 The successful bidder must provide the Director of Purchasing 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.
- 2.3 Origin of Trips: The successful bidder understands and agrees that all required trips shall originate and conclude at the Dover DE Civil Air Terminal.
- 2.4 Meals: The successful bidder will provide generously proportioned meals, including Gatorade and water for all passenger meals for departing and returning trips.
- 2.5 Dates of charters and estimated times of departure 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.

- 2.6 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.
- 2.7 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, Site 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 adjustments for fuel price will be made for duration of contract. Also any formula offered and clause that might be added to address fuel cost adjustments 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 as "non-responsive".
- 2.8 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.
- 2.9 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 this charter service.
- 2.10 All payments made to any vendor under this contract will be made to an escrow account, not directly to the vendor.
- 2.11 Please provide a boiler plate copy of your contract that DSU would sign if you are the successful vendor.
- 2.12 Please provide fuel burn per hour of plane you are bidding and number of total hours of flying for each trip.
- 2.13 List of current Universities you are flying for in upcoming season or flew for in 2014.
- 2.14 Carrier must be familiar with all runway restrictions and codes for the planned destination. The University requires name and phone number of the representative assigned as contact as well as a direct contact with the airline

representative in charge of flight operations in order to confirm schedule status and notification of any schedule changes, etc.

- 2.15 The carrier is required to ensure travel on another airline should the chartered flight for any reason become unable to have flight completed without sufficient time to attend scheduled practice, games and return home.

**Air Charter Service
2015 Football Season
Contract No. 15-05-06-06**

Bid Quotation Page

DELAWARE STATE UNIVERSITY FOOTBALL

FY2015 PROJECTED CHARTER FLIGHTS FOR GAMES

***DEPARTURE AND RETURN TIMES TO BE DETERMINED**

<u>DATE</u>	<u>CHARTER FLIGHTS SERVICES</u> -ILG (New Castle Airport) Wilmington	<u>ROUND TRIP PRICE</u>
FRI, OCT 16, 2015 OUTBOUND	9AM -150 PASSENGERS – OUTBOUND - Depart ILG (New Castle Airport) Wilmington, DE Tallahassee FL Airport	
SAT, OCT 17, 2015 INBOUND	<p>SATURDAY, 10/17 – AFTER GAME – INBOUND/DOVER DELAWARE Game time has not been confirmed by FAMU Project 7:30PM leave time for Dover return flight</p> <p>PLEASE BID ATHLETIC BREAKFAST AND DINNER MEAL AT COST PER MEAL. NUMBERS WILL VARY</p> <p>Note: Return time will be directly after the game, postgame showers, press conferences and the bus ride to the airport.</p>	
<p>Catering: No alcoholic beverages are to be served. Specific athlete sized meals will be determined by athletic representative and included for departure and return flight. Athletic beverages (water, Gatorade and juices) must be onboard for departure and return.</p>		

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.:

Name of Bidder:

Date of Opening: May 21, 2015, 3:00 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 execute 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 on 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.

C. The University reserves the right to award this contract to more than one vendor pursuant to 29 Del. C. §6926. The University reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the University.

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 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 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 3:00 P.M., May 21 2015. Bids received after this time and date will not be accepted. Bids will be received by the Office of Purchasing, Room 321, of the 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 Air Charter Services for the 2015 Delaware State University Football season.
- 400.2 CONTRACT PERIOD: The contract for the goods and/or services herein shall be valid for the agreed upon period of the deliverables.
- 400.3 POINT OF CONTACT: The sole point of contact for purposes of this Invitation to bid (ITB) is Jessica Wilson, Delaware State University, (302) 857-6272. 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 or unless further negotiations are deemed necessary by Delaware State University. The prices quoted are those for which the material will be furnished F.O.B. Delaware State University and include all charges that may be imposed during the period of the contract.
- The pricing policy that you choose to submit must address the following concerns
- a. The structure must be clear, accountable and auditable.
 - b. It must cover the full spectrum of services required.
 - c. Costs and compensation must be consistent with the rates established or negotiated as a result of this ITB or P.O. issued based on this contract.
- 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(s) who best meets the requirements of the University and the terms and conditions of the Proposal. Delaware State University reserves the right to make a multiple awards on this Contract. See Scope of Work Section for grading criteria.
- 400.8 PRE-BID MEETING: Waived
- 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 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. Addendums, 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 respondents 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: Respondents 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, respondents 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 TERMINATION FOR CONVENIENCE: Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by Delaware State University. The University may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.
- 401.8 TERMINATION FOR CAUSE: If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, Delaware State University shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of Delaware State University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to Delaware State University.
- 401.9 AUTHORITY OF DELAWARE STATE UNIVERSITY: On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of Delaware State University shall be final and binding.
- 402.0 MOST FAVORED CUSTOMER: The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

- 402.1 SHIPPING TERMS: F.O.B. destination; freight prepaid.
- 402.2 OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, advertising & design materials & artwork (native files), market research studies & findings, documents related to campaigns, marketing, branding and media planning, creations, or inventions created or developed in the performance of this contract shall become the sole property of Delaware State University. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to Delaware State University to evidence the University's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- 402.3 EXCEPTIONS: Respondents may elect to take minor exception to the terms and conditions of this ITB. Delaware State University will evaluate each exception according to the intent of the terms and conditions contained herein, but Delaware State University shall reject exceptions that do not conform to the University's bid law and/or create inequality in the treatment of respondents. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.
- 402.4 FORMAL CONTRACT AND/OR PURCHASE ORDER: No employee of the Contractor(s) is to begin any work prior to receipt of a Delaware State University Purchase Order signed by authorized representatives of the University requesting service, properly processed through the University's Accounting Office. An email, purchase order, telephone call, fax or credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

SECTION 500.00 SPECIFICATIONS:

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

- 500.1 COMPLIANCE: Unless the offer expressively states otherwise, the respondents 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 Contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- 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.
- 500.4 BID/PROPOSAL SUBMITTAL: All bids or proposals must be submitted in the envelope provided with this package. Take care to identify your firm in the space provided on the face of the envelope. Envelopes must be sealed and submitted on or before the date and time specified herein.
- 500.5 SPECIFICATIONS: The successful bidder (s) shall provide the following items, meeting at a minimum the specifications/scope of work as listed:
- 501.0 SCHEDULE FOR PERFORMANCE OF WORK: All work described in these specifications shall be completed with reasonable promptness. As used in this Section, Delaware State University shall be the sole

judge of the term “reasonable”. If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and Delaware State University will forthwith proceed to collect for nonperformance of work.

501.1 **TIME OF PERFORMANCE:** The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

501.2 **PERSONNEL:**

a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.

b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

501.3 **METHOD OF PAYMENT:**

a. For each P.O. issued as part of this contract, Delaware State University will pay contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing to include billable hours.

b. No premium time for overtime will be paid without prior written authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

c. Charges exceeding the estimate amount may not be billed without prior written authorization from Delaware State University.

501.4 **CHANGES:** Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between Delaware State University and the Contractor shall be incorporated in written amendments to the Purchase Order.

501.5 **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:** No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. Delaware State University shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that Delaware State University agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for Delaware State University's support shall be given in the publication.

501.6 **AUDIT ACCESS TO RECORDS:** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to Delaware State University, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to

any official Delaware State University representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of Delaware State University or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to Delaware State University for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

501.7 AMENDMENTS: This contract may be amended, in writing, by mutual agreement of the parties.

501.8 WORK PRODUCT AND FILES: Any and all work product to include electronic files, documents, web production, etc. are considered property of Delaware State University. All native, print and web-ready files must be provided to the University upon completion of each P.O.

REFERENCES:

Please provide the name, address and business contact for three (3) accounts that you provide similar services to in the State of Delaware.

Business: _____ Representative: _____

Address: _____ Telephone Number: _____

City/State: _____

Business: _____ Representative: _____

Address: _____ Telephone Number: _____

City/State: _____

Business: _____ Representative: _____

Address: _____ Telephone Number: _____

City/State: _____

Delaware State University

Air Charter Services – 2015 Football Season

Contract No. 15-05-06-06

Vendor

Authorized Signature/Date

Address

Printed Name

City, State Zip Code

Telephone Number

Fax Number

E-Mail Address

Federal EI Number