



CONTRACT NO: 17-04-04-05

Athletic Bus Transportation

Bid packets must be received by
3 p.m.
Thursday, April 27, 2017

Delaware State University
Room 321
Administration Building, 3rd Floor
1200 North DuPont Highway
Dover, DE 19901-2277

Point of Contact
Zafar Chaudhry, Associate Vice President
Ph. (302) 857-7852
Email: zchaudhry@desu.edu

Delaware State University

TO: ALL BIDDERS

The enclosed packet contains an “INVITATION TO BID” for Athletic Bus Transportation. The bid consists of the following documents:

- 1) Definitions and General Provisions
- 2) Special Provisions, Invitation to Bid, and Scope of Work
- 3) Bid Reply Section - **Make sure to submit all attachments duly filled-in along with bid submission form.**

Your response to the bid must be executed completely and correctly. Sealed bids should be clearly marked with **Contract No. 17-04-04-05 – Athletic Bus Transportation** and must be received by the Delaware State University, Room No. 321, Attention to Zafar Chaudhry, Associate Vice President, Contract Administration in the Administration Building, 3rd Floor, 1200 N. DuPont Highway, Dover, DE 19901-2277 (Third Floor). Any bid received after the Deadline for Receipt of bids shall not be considered. Bidder bears the risk of late delivery or delivery at wrong location of the University.

Please review and follow the information and instructions. Should you need additional information, please call Zafar Chaudhry, Associate Vice President at (302) 857-7852. However, all questions related to this ITB must be submitted in writing through email to zchaudhry@desu.edu

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit responses 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 to receive ITB responses from that described in the advertisement, of not less than two (2) calendar days notice by certified delivery, facsimile transmission, or by verifiable electronic means to those responders 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 *

- **ITB issued by the University** April 04, 2017
- **Deadline for advance ITB Questions** April 10, 2017 at 10:00 AM (Local Time)
- **Answers to ITB questions online** April 18, 2017
- **Bids Due by** April 27, 2017 at 3:00 PM (Local Time)
- **Notification of award** TBD

*** Each of the above date is subject to change**

Note: All questions shall be in writing. No Verbal questions will be answered.

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 University Board of Trustees
- University:** The Delaware State University
- Designated Official:** The person authorized to act for the Delaware State University Board of Trustees
- Inspector:** Individual authorized by the University 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 University
- 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 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
- Advertisement For Bid:** The public announcement that the University 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 University 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 University 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.

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.
- B. No responsibility shall be attached to any persons for the premature opening of any bids not properly identified.
- C. The bidder bears all responsibility for insuring that their bid is received on time. Delaware State University bears no responsibility for bids being received late.

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 of the contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

E. The vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the departments, and all Officers, University and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

F. This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

G. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

H. All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

I. PATENTED DEVICES, MATERIAL AND PROCESSES

a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the University.

b. The Vendor and the surety shall hold and save harmless the University, the departments, their employees, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

J. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the University, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

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 unless waived under “Special Provisions.”
- H. Delaware State University reserves the right to waive any informality 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.
- J. Failure to submit with bid, the insurance certificate or not fulfilling the minimum insurance requirement.
- K. The firm has no conflict of interest with regard to any other work performed by the firm for DSU.
- L. The firm meets the continuing professional education standards of the Government Auditing Standards.
- M. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- N. The firm has not been suspended or debarred from performing government audits or from other governmental activity.
- O. The firm has not been the object of any disciplinary action during the past three (3) years.

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, 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 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 200.9 Compliance Certificate

A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids 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 and State taxes. Such taxes shall not be included in prices quoted.
- B. 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.”
- C. 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 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 300.6 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: Invoices@desu.edu or to:

**Accounts Payable Department,
Administration Building, 3rd Floor
Delaware State University
1200 N. DuPont Highway, Dover, DE 19901-2277**

SECTION 300.7 Terms of Payment

A. Delaware State University will authorize and process invoices properly identified by a valid purchase order for payment normally within 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.

SECTION 300.8 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 3:00 P.M., local time, Friday, September 5, 2012. 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, 3rd Floor, Delaware State University, 1200 N. DuPont Highway, Dover, DE 19901-2277, and will be publicly opened at the time and date indicated above.
- 400.1 **CONTRACT REQUIREMENTS:** This contract will be issued to provide Athletic Bus Transportation for Delaware State University.
- 400.2 **CONTRACT PERIOD:** The contract resulting from this ITB shall be effective for one year from date of award, and is renewable for up to four additional one-year renewal periods. Annual renewal shall be contingent upon the University’s satisfaction with the services performed and also it will be the University’s sole discretion if it would like to extend the contract.
- 400.3 **POINT OF CONTACT:** The sole point of contact for purposes of this Invitation to Bid is Zafar Chaudhry, Delaware State University, (302) 857-7852. 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:** 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.

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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 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.

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, fax or e-mail 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 expressly 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. The ITB shall be governed by the Delaware Code Section 6923.

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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.

Delaware State University Athletic Bus Transportation Contract No. 17-04-04-05

Bus Bid Specifications

1. Delaware State University is requesting bids for Athletic Bus Transportation. Please see bid quotation page for destinations and times.
 - 2.1 The contractor must be able to provide 2013 or newer over-the-road motor coaches which accommodate from fifty-four (54) to fifty-six (56) passengers, depending on the needs of the requesting University department. The University reserves the right to inspect, accept or reject all buses. Such motor coaches must also meet the following conditions:
 - 2.1.1 All motor coaches must be equipped with air conditioning and heat, have reclining seats, reading lights, seatbelts, and large overhead enclosed storage area above seats.
 - 2.1.2 All motor coaches must have clean restrooms, window shades and tinted panoramic windows.
 - 2.1.3 All motor coaches must be DOD certified, model year 2013 or newer.
 - 2.1.4 Motor coaches accommodating fifty-four (54) passengers or more must be equipped with: Flat screen video monitors and Video system with multiple viewing screens, (DVD player for watching game DVD's) and VGA Video Port w/3.5 mm audio jack (connects laptop to video system).
 - 2.1.5 All motor coaches should have a working telephone and intercom system, free Wi-Fi, 110v electrical outlets at every seat, and DirecTV satellite television.
 - 2.1.6 Motor coaches accommodating fifty-four (54) passengers or more should have at least 400 cubic feet of storage, luggage, and equipment space under the vehicle with bays that lock. The contractor must provide all necessary locks for the storage bays.
 - 2.1.7 Three motor coaches should be promotional wrapped with DSU marketing materials and primary used for Football and Basketball.
 - 2.2 Dates of charters and estimated times of departure are shown in the attached schedules 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 Department approximately ten (10) days prior to

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departure, as the needs of the Department's may vary from the present anticipated departure times shown. Proposers offering alternate times must so indicate on their proposals.

- 2.3 All bus transportation leaves from Delaware State University Campus, 1200 North DuPont Highway, Dover, Delaware 19901 and returns to Delaware State University campus as per the following schedule, unless other notations are cited.
- 2.4 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.
- 2.5 Drivers must be available to stay with the team during overnight trips. In the case where Air travel is required, all flights are to be met at the airport. Bus will stay with team while in the destination state and will provide local transportation and return transportation to the airport.
- 2.6 The motor coaches provided by the contractor should be wide body, Van Hool or comparable make which is deemed acceptable by the requesting University department.
- 2.7 The contractor must provide an acceptable motor coach(s) and driver(s) for all required trips – without exception! The contractor explicitly understands and agrees that the acceptability of the contractor's motor coach(s) and driver(s) shall be determined solely by the University. All motor coaches provided by the contractor must be in excellent operating condition, and all drivers provided by the contractor must be in good health. Assigned drivers should be familiar with trip routes.
- 2.8 The contractor must ensure that all motor coaches and drivers provided under the terms of the contract are both licensed and insured in accordance with all applicable laws and regulations for the purpose set forth herein.

The firm must have the following minimum limits in insurance:

- o Comprehensive General Liability.....\$1,000,000
- o Medical/Professional Liability.....\$1,000,000/\$3,000,000

The insurance certificates to be submitted by the bidder with its bid shall cover at a minimum the following:

- Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of the general contractor and subcontractors shall also be included. The policy shall not include any endorsement that restricts or reduces coverage without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) general aggregate, three million dollars (\$3,000,000) product/completed operations aggregate. A “per project endorsement” shall be included, so that the general aggregate limit applies separately to the project that is the subject of this contract.
- Comprehensive General Automobile Liability policy covering owned, non- owned, and hired vehicles with minimum limits of \$1,000,000.00 combined single limits.

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- Compensation insurance applicable to conform to the laws of the State of Delaware and Employer’s Liability insurance with a limit of not less than \$1,000,000.00.

- 2.10 The contractor understands and agrees that local transportation may be required while at the trip destination. Local transportation may include, but may not be limited to, trips to and from meals, practices, games, other trip-related events, etc., while at the trip destination.
- 2.11 In the event that the contractor is unable to provide motor coaches and personnel when required, the contractor shall be responsible for obtaining equivalent transportation services elsewhere within a time frame acceptable to the University. If the cost to obtain equivalent services elsewhere is greater than the contract price for such services, the contractor shall be assessed the difference between the contract price and the price paid for equivalent transportation services.
- 2.12 The contractor must have available on-road service arrangements and/or an acceptable replacement vehicle(s) in the event of an accident or mechanical failure. Any additional costs incurred by the University to obtain alternate transportation as a result of the contractor’s inability to complete the trip as required will be deducted from any amount due the contractor.
- 2.11 The contractor understands and agrees that only University-approved passengers will be allowed to travel on any motor coach provided under the terms of the contract.

**Bid Submission Form
Delaware State University
Athletic Bus Transportation, Contract Number 17-04-04-05**

Vendor

Authorized Signature/Date

Address

Printed Name

City, State Zip Code

Telephone Number

Fax Number

E-Mail Address

Federal EI Number

CONTRACT NO. 17-04-04-05
CONTRACT TITLE: Athletic Bus Transportation

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the Delaware State University

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the Delaware State University.

COMPANY NAME _____ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
 (Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
 LICENSE NUMBER

FEDERAL E.I. NUMBER

COMPANY CLASSIFICATIONS:	CERT. NO.:	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No		
Disadvantaged Business Enterprise (DBE)	Yes	No		
Veteran Owned Business Enterprise (VOBE)	Yes	No		
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No		

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
 (COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE. BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

CONTRACT NO. 17-04-04-05
CONTRACT TITLE: Athletic Bus Transportation

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any Personal References or University Employees as a business reference. If you have held a University contract within the last 5 years, please provide a separate list of the contract(s).

1. **Contact Name & Title: Business Name: Address:**

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

Years Associated & Type of Work Performed:

2. **Contact Name & Title: Business Name: Address:**

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

Years Associated & Type of Work Performed:

3. **Contact Name & Title: Business Name: Address:**

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

Years Associated & Type of Work Performed:

CONTRACT NO. 17-04-04-05
CONTRACT TITLE: Athletic Bus Transportation

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. 17-03-10-02	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number:	
b. Mailing Address:	4d. Women Business Enterprise Yes No 4e. Minority Business Enterprise Yes No 4f. Disadvantaged Business Enterprise Yes No 4g. Veteran Owned Business Enterprise Yes No 4h. Service Disabled Veteran Owned Business Enterprise Yes No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

CONTRACT NO. 17-04-04-05
CONTRACT TITLE: Athletic Bus Transportation

BID/ PRICING SHEET/ Bid Quotation

The offeror must provide pricing and related information as requested below to provide charter bus transportation services in accordance with the terms and conditions of this Invitation to Bid.

1. Original Contract Period:

1.1 Athletic Bus Transportation Services: Provide firm, fixed prices as requested below for each of the following passenger size motor coaches with one (1) driver per motor coach. Also, please identify as part of your proposal the manner in which the actual trip cost will be calculated based on the requested pricing information.

Table with 4 columns: Description, Price Per Mile, Price Per Hour, Price Per Day. Rows include 54-passenger motor coach and 56-passenger motor coach.

1.2 Extra Driver: State the firm, fixed price per day for an extra driver, if required.

\$_____ price per day for an extra driver, per motor coach

1.3 Minimum Charges: The offeror must fully describe as part of the offeror’s proposal any minimum charges (mileage, hourly, daily, etc.) associated with the requested services.

1.4 Minimum Notice: State the minimum notice required to guarantee personnel and equipment (motor coaches) availability:

Required minimum notice (specify hours, days, etc.): _____

1.5 Additional Costs and/or Expenses: The offeror must specifically identify as part of the offeror’s proposal any and all additional fees, costs, and/or expenses associated with providing the services specified herein. The University will neither pay nor be liable for any fees, costs, and/or expenses not specifically identified in the offeror’s proposal.

CONTRACT NO. 17-04-04-05
CONTRACT TITLE: Athletic Bus Transportation

Sample schedules of Athletic Events

Note: Following are previous year's schedules for example only. Athletic events, destinations and dates of travel change every year.

**Delaware State University
Men's Basketball 2016 -2017**

City, State	Depart Date	Game Date	Return Date	Depart Time	Arrival Time	Mode of Trans
Ruston, LA	Nov. 15	Nov. 16	-	TBA	TBA	Bus/Plane/Bus
Lafayette, LA	No. 17	Nov. 18	Nov. 20	TBA	TBA	Bus/Plane/Bus
TBD	-	Nov. 21	-	TBA	TBA	Bus/Plane/Bus
Houston, TX	Nov.22	Nov. 23	-	TBA	TBA	Bus/ Plane/ Bus
Bozeman, MT	Nov.25	Nov.26	Nov. 27	TBA	TBA	Bus/Plane/Bus
TBD	-	Nov. 29 or 30	-	TBA	TBA	Bus/Plane/Bus
Wilmington, DE	Dec. 3	Dec. 3	Dec. 3	TBA	TBA	Bus
Binghamton, NY	Dec. 16	Dec. 17	Dec. 18	TBA	TBA	Bus
TBD	-	Dec.6 or 7	-	TBA	TBA	Bus/Plane/Bus
TBD	-	Dec. 19 or 20	-	TBA	TBA	-
Iowa City, IA	Dec. 21	Dec. 22	Dec. 23	TBA	TBA	Bus/Plane/Bus
Honolulu, HI	Dec. 27	Dec. 29	Dec.30	TBA	TBA	Bus/Plane/Bus
Baltimore, MD	Jan. 4	Jan. 4	Jan. 4	TBA	TBA	Bus
Greensboro, NC	Jan. 6	Jan. 7	-	TBA	TBA	Bus
Durham, NC	-	Jan. 9	Jan. 10	TBA	TBA	Bus
Orangeburg, SC	Jan. 20	Jan. 21	-	TBA	TBA	Bus/Plane/Bus
Savannah, GA	-	Jan. 23	Jan. 24	TBA	TBA	Bus/Plane/Bus
Daytona Beach, FL	Feb.3	Feb. 4	-	TBA	TBA	Bus/Plane/Bus
Tallahassee, FL	-	Feb. 6	Feb. 7	TBA	TBA	Bus/Plane/Bus
Baltimore, MD	Feb. 13	Feb. 13	Feb. 13	TBA	TBA	Bus
Norfolk, VA	Mar. 5	Tournament	TBA	TBA	TBA	Bus

**Delaware State University
Softball 2016 -2017**

City, State	Game Date	Depart Date	Depart Time	Arrival Date	Depart Date	Depart Time	Mod of Trans
Spartanburg, SC	2/24/17	2/23/17	TBD	2/23/17	2/26/17	TBD	Bus/Plane/Bus

Delaware State University

Delaware State University Women's Basketball 2016 -2017

City, State	Depart Date	Game Date	Return Date	Depart Time	Arrival Time	Mode of Trans
Philadelphia, PA	Nov. 13	Nov. 13	Nov. 13	TBA	TBA	Bus
Bethlehem, PA	No. 16	Nov. 16	Nov. 16	TBA	TBA	Bus
Staten Island, NY	Nov.19	Nov. 20	-	TBA	TBA	Bus
Hempstead, NY	Nov.21	Nov. 22	Nov. 23	TBA	TBA	Bus
Cincinnati, OH	Nov.30	Dec.1	Dec.2	TBA	TBA	Bus/Plane/Bus
Williamsburg, VA	TBD	TBD	TBD	TBA	TBA	Bus
Ames, IA	Dec. 17	Dec. 18	Dec. 19	TBA	TBA	Bus/Plane/Bus
Philadelphia, PA	Dec. 21	Dec. 21	Dec. 21	TBA	TBA	Bus
Farmville, VA	Dec. 27	Dec.28	Dec. 29	TBA	TBA	Bus
Blacksburg, VA	Dec. 29	Dec. 30	Dec. 31	TBA	TBA	Bus
Baltimore, MD	Jan. 4	Jan. 4	Jan. 4	TBA	TBA	Bus
Greensboro, NC	Jan. 6	Jan. 7	-	TBA	TBA	Bus
Durham, NC	Jan. 8	Jan. 9	Jan. 10	TBA	TBA	Bus
Orangeburg, SC	Jan. 20	Jan. 21	-	TBA	TBA	Bus/Plane/Bus
Savannah, GA	Jan.22	Jan. 23	Jan. 24	TBA	TBA	Bus/Plane/Bus
Daytona Beach, FL	Feb.3	Feb. 4	-	TBA	TBA	Bus/Plane/Bus
Tallahassee, FL	Feb. 5	Feb. 6	Feb. 7	TBA	TBA	Bus/Plane/Bus
Baltimore, MD	Feb. 13	Feb. 13	Feb. 13	TBA	TBA	Bus
Norfolk, VA	TBD	MEAC Tour.	TBA	TBA	TBA	Bus

Delaware State University Volleyball 2016 -2017

City, State	Game Date	Depart Date	Depart Time	Arrival Date	Depart Date	Depart Time	Mod of Trans
Elon, NC	9/9/16	9/9/16	4:30AM	9/9/16	9/10/16	7:00 PM	Bus

Delaware State University Track & Field – Men's & Women's 2016 -2017

City, State	Game Date	Depart Date	Depart Time	Arrival Date	Depart Date	Depart Time	Mod of Trans
Greensboro, NC	10/1/16	9/30/16	TBA	9/30/16	10/1/16	TBA	Bus
New York, NY	2/3-4/17	2/3/17	TBA	2/3/17	2/4/17	TBA	Bus
Boston, MA	2/24-25/17	2/24/17	TBA	2/24/17	2/25/17	TBA	Bus
Richmond, VA	3/18/2017	3/18/17	TBA	3/18/17	3/18/17	TBA	Bus
Raleigh, NC	3/24-25/17	3/23/17	TBA	3/24/17	3/25/17	TBA	Bus

Delaware State University

Delaware State University

Baseball 2016 -2017

City, State	Game Date	Depart Date	Depart Time	Arrival Date	Depart Date	Depart Time	Mod of Trans
Charleston, SC	2/17-19/2017	2/16/17	9:00am	2/16/17	2/19/17	4:00pm	Bus
Charleston, SC	2/24-26/2017	2/23/17	9:00am	2/23/16	2/26/17	4:00pm	Bus

Delaware State University

Equestrian 2016 -2017

City, State	Game Date	Depart Date	Depart Time	Arrival Date	Depart Date	Depart Time	Mod of Trans
Waco, TX	11/11/16	11/10/16	TBA	11/10/16	11/13/16	TBD	Bus/Plane/Bus
Athens, GA	2/4/17	2/3/17	TBA	2/3/17	2/5/17	TBD	Bus/Plane/Bus
Waco, TX Nationals	4/18-20/17	Must Qualify	TBD	TBD	TBD	TBD	Bus/Plane/Bus

Delaware State University

Lacrosse 2016 -2017

City, State	Game Date	Depart Date	Depart Time	Arrival Date	Depart Date	Depart Time	Mod of Trans
Fall Play Date	TBD	TBD	TBD	TBD	TBD	TBD	Bus
Radford, VA	3/4/17	3/3/17	TBD	3/3/17	3/4/17	TBD	Bus
Washington, DC	3/26/17	3/26/17	TBD	3/26/17	3/26/17	TBD	Bus
Kennesaw, GA	4/7/17	4/6/17	TBD	4/6/17	4/7/17	TBD	Bus
Macon, GA	4/9/17	4/8/17	TBD	4/8/17	4/9/17	TBD	Bus
Greenville, SC	4/13/17	4/12/17	TBD	4/12/17	4/13/17	TBD	Bus
Conway, SC	4/15/17	4/14/17	TBD	4/14/17	4/15/17	TBD	Bus
Kennesaw, GA	5/5/17	5/4/17	TBD	5/4/17	5/8/17	TBD	Bus

Delaware State University
Delaware State University
Soccer 2016 -2017

City, State	Game Date	Depart Date	Depart Time	Arrival Date	Depart Date	Depart Time	Mod of Trans
Easton, PA	8/19/16	8/18/16	2:30pm	8/19/16	8/19/16	9:30pm	Bus
Radford, VA	8/26/16	8/25/16	12:00pm	8/25/16	8/27/6	9:00am	Bus
Staten Island, NY/Hamden, CT	9/2-4/16	9/2/16	1:45pm	9/2/16	9/4/16	3:30pm	Bus
Niagara/Buffalo, NY	9/9-11/16	9/8/16	12:00pm	9/8/16	9/11/16	3:30pm	Bus
Baltimore, MD	9/18/16	9/18/16	9:30am	9/18/16	9/18/16	3:30pm	Bus
Fairfield, CT	9/24/16	9/23/16	6:00am	9/23/16	9/24/16	2:30pm	Bus
Hampton, VA	10/10/16	10/10/16	12:30pm	10/10/16	10/10/16	9:30pm	Bus

Delaware State University
Football 2016

DATE	BUSES PICK UP FOR DEPARTURE TO AIRPORT OR GAME	BUSES PICKUP FOR RETURN TO CAMPUS
SEP 23/24 SATURDAY, SEP 24th RETURN TO DOVER	9/24/16 - GAME TIME TBD @UNIVERSITY OF MISSOURI in Columbia, MO 150 PASSENGERS - CHARTER FLIGHT, LEAVING DOVER CIVIL AIR ON FRIDAY, 9/23 @ APPROX 9AM. SATURDAY, 9/15 A LATE NIGHT TV GAME. POSSIBILITY THAT TEAM WILL RETURN TO DOVER ON SUNDAY!! 3 BUSES – PICK UP TEAM AT DSU STADIUM. TRANSPORT TEAM TO DOVER CIVIL AIR. PICKUP TEAM UPON RETURN TO DOVER ON SUNDAY, SEPTEMBER 16	3 BUSES – PICK UP AT DSU FOOTBALL STADIUM TRANSPORT BACK TO DSU CAMPUS Sunday, September 24
OCT 1/2	10/1/16 - 1PM GAME @ MORGAN STATE UNIVERSITY 3 BUSES – PICK UP TEAM AT DSU STADIUM. TRANSPORT TEAM TO BALTIMORE MD - BUSES WILL REMAIN W/TEAM	3 BUSES – TRANSPORT BACK TO DSU CAMPUS
OCT 22/23	10/22/16 - 1PM GAME @ SOUTH CAROLINA STATE 3 BUSES – PICK UP TEAM AT DSU STADIUM. TRANSPORT TEAM TO ORANGEBURG, SC - BUSES WILL REMAIN W/TEAM	3 BUSES – TRANSPORT BACK TO DSU CAMPUS
OCT 28/29	150 PASSENGERS - CHARTER FLIGHT, LEAVING DOVER CIVIL AIR ON FRIDAY, 10/28 @ APPROX 9AM. SATURDAY, 10/29 A LATE NIGHT TV GAME. POSSIBILITY THAT TEAM WILL RETURN TO DOVER ON SUNDAY!! 3 BUSES – PICK UP TEAM AT DSU STADIUM. TRANSPORT TEAM TO DOVER CIVIL AIR. PICKUP TEAM UPON RETURN TO DOVER ON SUNDAY, OCTOBER 29	3 BUSES – TRANSPORT BACK TO DSU CAMPUS

Delaware State University

<i>NOV 19</i>	<i>11/19/16 - 1PM GAME @ HOWARD UNIVERSITY 3 BUSES – PICK UP TEAM AT DSU STADIUM. TRANSPORT TEAM TO WASHINGTON DC. BUSES WILL REMAIN W/TEAM</i>	<i>3 BUSES – TRANSPORT BACK TO DSU CAMPUS</i>
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