



**Delaware State University**

**Request for Proposal**

**Athletic Charter Bus Transportation**

**Contract No. 18-07-26-08**

Responses must be received by **3:00 p.m.** local time of the State of Delaware  
**August 31, 2018**

Delaware State University, Office of Contracts and Data Administration  
Room Number 103, Facilities Management Building  
Attention: Zafar Chaudhry, Associate Vice President  
1200 North DuPont Highway  
Dover, DE 19901-2277

**Point of Contact**

Zafar Chaudhry, Associate Vice President  
Phone. (302) 857-7852  
Email: [zchaudhry@desu.edu](mailto:zchaudhry@desu.edu)

**TO: ALL BIDDERS**

The enclosed packet contains an "INVITATION TO BID" for Delaware State University (University). The invitation consists of the following:

- I. DEFINITIONS and GENERAL PROVISIONS**
  - A – GENERAL PROVISIONS**
  - B – AWARD AND EXECUTION OF CONTRACT**
  - C – GENERAL AUTHORITY**
  - D – EQUAL OPPORTUNITY**
- II. SPECIAL PROVISIONS**
- III. TECHNICAL SPECIFICATIONS**
- IV. BID QUOTATION REPLY SECTION (INCLUDES BID SUBMISSION FORM)**

**Attachments:**

- 1) Non-Collusion Statement**
- 2) Exceptions**
- 3) Confidentiality and Proprietary Information**
- 4) Business References**
- 5) Subcontractor Information Form**
- 6) Bid/ Pricing Sheet**

**Appendix(s):**

**A. Scope of Work**

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly. Proposal/ Bid Submission Form along with all attachments shall be completely filled-in, signed and notarized where indicated.

Please review and follow the information and instructions contained in all sections of this ITB.

**Bidder bears the risk of incomplete response, late delivery or delivery at wrong location of the University other than specified in this ITB.**

The term of the contract between the successful bidder and the University shall be for **one year (1) years**. There is an **option** to renew the contract for **four (4) one-year extensions by negotiation**.

**Each proposal must be submitted with one original paper copy and one electronic copy on USB memory stick.**

**There will not be any mandatory pre-bid meeting for this ITB.**

**Bid bond requirement for the purpose of this ITB has been waived.**

**INTRODUCTION**

Delaware State University (University) solicits proposals for Athletics Bus Transportation. The tentative schedule of games for 2018-19 season is provided in the scope of work under Appendix A.

## KEY ITB DATES/ MILESTONES

The following dates and milestones apply to this ITB and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

- **Deadline for Questions** July 17, 2018 at 10:00 AM (Local Time)
- **Response to Questions Posted by** July 24, 2018
- **Deadline for Receipt of Proposals** July 31, 2018 at 3:00 PM (Local Time)
- **Contractor Selection Date** TBD
- **Anticipated Contract Start** August 15, 2018

\* Each of the above date is subject to change. Local time means State of Delaware local time.

**Note:** All questions shall be in writing and sent to [zchaudhry@desu.edu](mailto:zchaudhry@desu.edu) Questions should be submitted in the following format. Deviations from this format will not be accepted and entertained.

- Section number
- Paragraph number
- Page number
- Text of passage being questioned

Questions not submitted electronically shall be accompanied by a USB memory stick and questions shall be formatted in Microsoft Word. USB containing questions must be received prior to the deadline by the University's designated contact person.

Each proposal must be accompanied by a transmittal letter, which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the ITB which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 2).

## ITB DESIGNATED CONTACT

All requests, questions, or other communications about this ITB shall be made in writing to the University. Address all communications to the person listed below; communications made to other University personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the ITB designated contact.

**Delaware State University, Office of Contracts and Data Administration  
Room Number 103, Facilities Management Building  
Attention: Zafar Chaudhry, Associate Vice President  
1200 North DuPont Highway  
Dover, DE 19901-2277**

To ensure that written requests are received and answered in a timely manner, correspondence through email is acceptable, but other forms of delivery, such as postal and courier services can be used.

**I. DEFINITIONS  
AND  
GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

**DEFINITIONS**

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

**STATE:** The State of Delaware

**UNIVERSITY:** The Delaware State University

**BOARD:** The Delaware State University Board of Trustees

**AGENCY:** Delaware State University/ or any other State of Delaware Agency

**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 OR VENDOR:** Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**BIDDER'S DEPOSIT:** The security designated in the proposal 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 material or equipment to be furnished is awarded to the bidder.

**BID INVITATION:** The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**BOND:** The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

**CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR:** Any individual, firm, or corporation with whom a contract is made by the University.

**DESIGNATED OFFICIAL:** The agent authorized to act for the University.

**GENERAL PROVISIONS:** General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the University, and instructions to vendors.

**ITB:** Invitation to Bid.

**LOCAL TIME:** Eastern Standard Time/Eastern Daylight Time

**PROPOSAL:** The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

**SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**SURETY:** The corporate body which is 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 its acceptable performance of the work for which it has contracted.

## SECTION A - GENERAL PROVISIONS

### 1. BID INVITATION

See "Definitions".

### 2. PROPOSAL FORMS

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

### 3. INTERPRETATION OF ESTIMATES

The attention of bidders is called to the fact that, unless stated otherwise, any quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The University may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

### 4. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

### 5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

### 6. PREPARATION OF PROPOSAL

**a. The bidder's proposal shall be written in ink or typewritten** on the form provided.

**b.** If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open-end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

### 7. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. to the University and include all charges that may be imposed during the period of the contract.

**All prices must be quoted in U.S. Dollars.**

## 8. DISCOUNT

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

## 9. SAMPLES OR BROCHURES

Samples or brochures may be required by the University for evaluation purposes. They shall be such as to permit the University to compare and determine if the item offered complies with the intent of the specifications.

## 10. PROPOSAL GUARANTY; BID BOND

**Unless Bid Bond has been waived as noted in the Special Provisions**, each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).

Each vendor shall furnish a bond to the University in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. A certified check made out to the Delaware State University in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

## 11. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**Attention: Zafar Chaudhry, Associate Vice President**  
**Office of Contracts and Data Administration**  
**Phone: 302-857-7852**  
**Email: [zchaudhry@desu.edu](mailto:zchaudhry@desu.edu)**

**Mailing Address:**  
**DELAWARE STATE UNIVERSITY**  
**Office of Contracts and Data Administration**  
**Room Number 103, Facilities Management Building**  
**1200 NORTH DUPONT HIGHWAY**  
**DOVER, DE 19901 – 2277**

All proposals will be accepted at the time and place set in the advertisement. **Bidder bears the risk of incomplete response, late delivery or delivery at wrong location of the University other than specified in this ITB.**

## 12. WITHDRAWAL OF PROPOSALS

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

### 13. PUBLIC OPENING OF PROPOSALS

The bids shall be publicly opened at the time and place specified by the University. Bidders or their authorized representatives are invited to be present.

### 14. PUBLIC INSPECTION OF PROPOSALS

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

### 15. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

### 16. ADDENDA TO THE INVITATION TO BID (ITB)

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/> . By submitting an offer to the State/ University, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

### 17. LOBBYING AND GRATUITIES

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a University employee or agent of the State of Delaware concerning this ITB or the award of a contract resulting from this ITB shall have their proposal immediately rejected and shall be barred from further participation in this ITB.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this ITB upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the University shall have the right to annul

any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with University employees, contractors or agents concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB.

## **18. SOLICITATION OF UNIVERSITY EMPLOYEES**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the University to leave the University's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the University's authorized officer. Solicitation of University employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a University employee who has initiated contact with the vendor. However, University employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

## **19. INDEPENDENT CONTRACTORS**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the University's discretion as to the location of work for the contractual support personnel during the project period.

## **20. TEMPORARY PERSONNEL ARE NOT STATE/ UNIVERSITY EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED**

Vendor agrees that any individual or group of temporary staff person(s) provided to the University pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the University pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the University and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the University is a dual employer or the sole employer of any individual temporary staff person(s) provided to the University pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State/ University to the maximum extent of any liability to the State/ University arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the University subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the University shall cease and terminate for the period following the date of

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hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the University for any liability that arises out of compliance with the ACA prior to the date of hire by the University. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State/ University's intention to hire.

## SECTION B - AWARD AND EXECUTION OF CONTRACT

### 1. CONSIDERATION OF BIDS

- a. After the proposals have been opened, the winning bidder's contact information will be made public.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the University or its agent, the best interest of the State/ University will be promoted thereby.

### 2. MATERIAL GUARANTY

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

### 3. CONTRACT AWARD

Within thirty days from the date of opening proposals, the contract may be awarded.

### 4. EXECUTION OF CONTRACT

The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.

If the successful bidder fails to execute the required contract and performance bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the University may decide.

### 5. REQUIREMENT OF CONTRACT PERFORMANCE BOND

**Unless Performance Bond has been waived as noted in the Special Provisions**, successful bidders shall furnish a Performance Bond simultaneously with the execution of the formal contract, to the University with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract. Performance Bonds are not required at the time of bid submission.

### 6. WARRANTY

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

### 7. THE CONTRACT(S)

The contract(s) with the successful bidder(s) will be executed with the University.

### 8. RETURN OF BIDDER'S DEPOSIT

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

**9. INFORMATION REQUIREMENT**

The successful bidder's shall be required to advise the University of the gross amount of purchases made as a result of the contract.

**10. CONTRACT EXTENSION**

The University reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

## **SECTION C – GENERAL AUTHORITY**

### **1. AUTHORITY OF 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 the University shall be final and binding.

### **2. LAWS TO BE OBSERVED**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the University, and all Officers, Agency, Agents, 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 or by its employees.

### **3. APPLICABLE LAW AND JURISDICTION**

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.

### **4. PERMITS AND LICENSES**

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

### **5. PATENTED DEVICES, MATERIAL AND PROCESSES**

- a. The contractor 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 contractor and the surety shall hold and save harmless the State of Delaware, the University, the University President, 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.

### **6. 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 contractor 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.

**7. TAX EXEMPTION**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the University. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

**8. OR EQUAL (PRODUCTS BY NAME)**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

**9. BID EVALUATION AND AWARD**

The University will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the University in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the University in making judgment. In case of error in price extension, the unit price(s) shall prevail.

**10. INVOICING**

After the awards are made, the University may forward its purchase orders to the successful bidder(s). The University will generate a payment voucher upon receipt of an invoice from the vendor.

**11. SEVERABILITY**

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.

**12. ASSIGNMENT OF ANTITRUST CLAIMS**

As consideration for the award and execution of this contract by the University, the Vendor hereby grants, conveys, sells, assigns, and transfers to the University all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the University pursuant to this contract. Upon either the State/ University's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the University and Vendor shall meet and confer about coordination of representation in such action.

## SECTION D - EQUAL OPPORTUNITY

### 1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware/ University, the contractor agrees as follows:

- a. 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 University setting forth the provisions of this non-discrimination clause.
- b. During the performance of this contract, the contractor agrees as follows:
  1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual 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 positive steps to ensure that applicants are employed and that employees are treated 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: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the University setting forth this nondiscrimination clause.
  2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

## II. SPECIAL PROVISIONS

### 1. CONTRACT REQUIREMENTS

This contract will be issued to cover the University requirements as specified in this ITB.

### 2. AGENCY USE CONTRACT

Pursuant to 29 Del. C. §6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

### 3. CONTRACT PERIOD

Each vendor's contract shall be valid as specified in this ITB document.

### 4. PRICES

**Prices shall remain firm for the term of the contract. All prices shall be quoted in U.S. Dollars.**

### 5. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The University reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted as requested in this ITB document along with its addendums.

### 6. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

### 7. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that the University, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the University. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The University reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the University.

### 8. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The University is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the University may agree to exercise.

If agreement is reached to extend this contract beyond the initial period, the University shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price

Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

## 9. SHIPPING TERMS

F.O.B. destination; freight pre-paid.

## 10. QUANTITIES

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by the University as deemed necessary during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.

Prior contract utilization may be viewed at the following site: <http://bids.delaware.gov/> OR AT CONTRACT'S MAIN WEBSITE

## 11. ELECTRONIC CATALOG

At the discretion of University, the successful vendor(s) may be required to submit their items list in an electronic format.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

## 12. FUNDING OUT

The continuation of this contract is contingent upon funding appropriated by the University.

## 13. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

## 14. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

## 15. MANDATORY INSURANCE REQUIREMENTS

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused

by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the Delaware State University.
3. During the term of this contract, the vendor must, at its own expense, obtain and keep in force and effect including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the University. All contractors must carry the following coverage depending on the type of service or product being delivered.

a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

b. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

**or**

c. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 aggregate,

**or**

d. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to other,

and

f. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the University.

All contractors must carry (a), (e), and (f), and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

Before any work is done with the University, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the University's Insurance Office that is:

**Delaware State University  
Attention Ms. Denese Lindsey  
AVP for Systems, Budgeting, and Insurance  
Dr. Claiborne D. Smith Administration Building, 3<sup>rd</sup> Floor,  
1200 North DuPont Highway  
Dover, DE 19901-2277**

**Note: The Delaware State University shall not be named as an additional insured.**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to any work being completed by the awarded vendor(s).
5. The Delaware State University shall not be named as an additional insured.
6. Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

## **16. BASIS OF AWARD**

University shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

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, pursuant to 29 Del. C. § 6926.

## **17. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor shall either furnish the University with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers:302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

## 18. INDEMNIFICATION

### a. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the University, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

### b. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the University, the University shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the University against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the University to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the University agrees to and accepts in writing.

## 19. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the University. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the University to evidence the University's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

## 20. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the University may terminate any individual orders in accordance with General Provisions, Item titled as "TERMINATION OF INDIVIDUAL PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the University no later than 30 days following the delivery of the University's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

## 21. 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 in writing of any situation that may prevent performance under the terms and conditions of this contract.

## 22. CONTRACTOR NON-ENTITLEMENT

University Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

## 23. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this ITB. University shall evaluate each exception according to the intent of the terms and conditions contained herein, but University must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

**Exceptions must be submitted utilizing Attachment 2 to be considered.** University maintains sole discretion to reject any vendor exceptions that are submitted.

## 24. BUSINESS REFERENCES

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

**PLEASE DO NOT UTILIZE UNIVERSITY PERSONNEL AS REFERENCES.**

## 25. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the University's option, without imposing any additional fees, costs or conditions.

## 26. BILLING

After the awards are made, the Delaware State University may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with University Purchasing Procedures. The University will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

The successful bidder (s) is 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](mailto:Invoices@desu.edu) or through mail to:

Delaware State University  
Attention: Accounts Payable Department  
Administration Building, 3<sup>rd</sup> Floor  
1200 N. DuPont Highway  
Dover, DE 19901-2277

## 27. PAYMENT

The University will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the University's option, without imposing any additional fees, costs or conditions.

## 28. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the University to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the University exists. In such cases, the University may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

## 29. OPPORTUNITY BUYS

The University can waive use of a contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the University for goods and/or services for consideration despite the existence of a contract. See [Opportunity Buy Flowchart](#). The University will afford any vendor on an existing contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

## 30. I FOUND IT CHEAPER

Delaware State University can waive use of a contract pursuant to 29 Del. C. §6911(d). A process has been developed to permit any State/ University employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a contract. See [I Found It Cheaper Flowchart](#). The Delaware State University will afford any Vendor on an existing contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

## 31. BID/CONTRACT EXECUTION

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the University.

The University requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a University vendor record.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

### 32. VENDOR RESPONSIBILITY

The University will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 5, and are subject the approval and acceptance of the University.

### 33. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under Federal, State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the University. Only those subcontractors identified in Attachment 5 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 5 must be approved in writing by the University.

### 34. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State/ Delaware State University are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

### 35. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access University/ state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the University's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:  
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded University/ state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the University listed in the solicitation. The University's decision to allow or deny access to any individual identified on a registry database is final and at the University's sole discretion.

By University request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to University/ state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the University's contract.

### **36. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS**

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at: [4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

### **37. LIFE CYCLE COSTING**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the University to realize the lowest total cost of ownership and operation over the useful life of the equipment

### **38. MINIMUM WAGE RATES**

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php>.

### **39. PREVAILING WAGE**

The prevailing wage law, 29 Del.C. [§6960](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

### **40. ENVIRONMENTAL PROCUREMENT PRODUCTS**

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: [Environmentally Preferred Purchasing Policy](#)

#### 41. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the University shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (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 Vendor in the performance of the P.O. shall, at the option of the University, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the University.
- b. **Termination for Convenience:** The University may terminate the P.O. 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the University.
- c. **Termination for Non-Appropriations:** In the event the University fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the University requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

#### 42. DISPUTE RESOLUTION

At the option of University, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, then the matter will proceed to mediation as set forth below. Any

disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by the University, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

### 43. TERMINATION OF CONTRACT

The contract resulting from this ITB may be terminated as follows by the University.

**a. Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the University shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) 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 Vendor under this Contract shall, at the option of the University, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the University.

On receipt of the contract cancellation notice from the University, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the University provides a written acceptance of the vendor response. If the University does accept the Vendor's method and/or action plan to correct the identified deficiencies, the University will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the University's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the University may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

**b. Termination for Convenience:** The University may terminate this 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the University, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the University.

**c. Termination for Non-Appropriations:** In the event the General Assembly/ University fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the University requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

#### 44. CHANGES

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

#### 45. AFFIRMATION

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

#### 46. AUDIT ACCESS TO RECORDS

The Vendor 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 Vendor agrees to preserve and make available to the University, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official University representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the University or other duly authorized University, 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 Vendor's financial records will be borne by the Vendor. Reimbursement to the University for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

#### 47. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the University.

#### 48. NOTICE

Any notice to the University required under the contract shall be sent by registered mail to:

**Delaware State University  
Attention: Mr. Thomas P. Preston, General Counsel  
Administration Building, 4<sup>th</sup> Floor  
1200 North DuPont Highway  
Dover, DE 19901**

#### 49. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the University, the University may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the University, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

## 50. SUBCONTRACTS

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment 5) and agreed to in writing by the University or as are specifically authorized in writing by the University during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the University.

The vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the University.

**If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.**

## 51. UNIVERSITY'S RESPONSIBILITIES

The University shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the University and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Contractor whenever the University observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When University first experiences a relatively minor problem or difficulty with a vendor, the University will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. University should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The University has several remedies available to resolve non-performance issues with the contractor. The University should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the University should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the University cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the University or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. [Corrective Action Report](#)

**52. CONFIDENTIALITY**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the University/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

**53. PRICE NOT CONFIDENTIAL**

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

**54. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The University reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the University with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the University.

The University will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the University/ State's seal or imply preference for the solution or goods provided.

### III. TECHNICAL SPECIFICATIONS

The Vendor(s) shall provide all equipment, materials and labor to supplement the University's need for this contract as described herein in Appendix A. The contract will require the Vendor(s) to cooperate with the University to insure the University receives the most current state-of-the-art material and/or services.

**IV. BID QUOTATION REPLY SECTION**

**PUBLIC BID OPENINGS**

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The University is required by law to publicly open the bids at the time and place specified. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the University.

**NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING**

## Proposal/ Bid Submission Form:

**Delaware State University**  
**Athletic Charter Bus Transportation**  
**Contract Number 18-07-26-08**

By signing this statement, you certify the information provided is accurate and that you are authorized to sign on behalf of the responder. If the contract is awarded, vendor agrees to the terms and conditions of the State of Delaware's standard contract posted at <http://mymarketplace.delaware.gov/agency-forms.shtml> under [Agency/Vendor Contract](#) and under [Professional Services Agreement](#). The Delaware State University reserves the right to deny any and all exceptions taken to the ITB requirements. It's further understood that in case of any conflict or inconsistency between the provisions of the contract documents shall be resolved by giving precedence to such documents in the following order: (a) the signed Contract/ Agreement (including any amendments or modifications thereto); (b) the ITB itself; and (c) Vendor's response to the ITB.

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Vendor/ Business Name

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Authorized Signature/ Date

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Address

---

Printed Name of Authorized Signatory

---

City, State                  Zip Code

---

Telephone Number

---

Fax Number

---

E-Mail Address (clearly print)

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Federal EI Number

CONTRACT NO. 18-07-26-08

Attachment 1

CONTRACT TITLE: Athletic Charter 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. Please print everything listed below.

COMPANY NAME \_\_\_\_\_ Please circle one: Corporation, Partnership, Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_ EMAIL \_\_\_\_\_

FEDERAL EI # \_\_\_\_\_ STATE OF DELAWARE BUSINESS LICENSE # \_\_\_\_\_

COMPANY CLASSIFICATION: \_\_\_\_\_ CERTIFICATE NO. \_\_\_\_\_

CERTIFICATION TYPE (S). Please circle all (Yes or No) that applies.

Table with 3 columns: Certification Type, Yes, No. Rows include Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Disadvantaged Business Enterprise (DBA), Veteran Owned Business Enterprise (VOBE), and Service Disabled Veteran Owned Business Enterprise (SDVOBE).

(Information provided through above table is for informational and statistical use only)

PURCHASE ORDER SHOULD BE SENT TO:

Company Name and Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

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 \_\_\_\_\_ or No \_\_\_\_\_

If yes, please explain \_\_\_\_\_

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED, AND 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 \_\_\_\_\_





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**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. 18-07-26-08  
 CONTRACT TITLE: Athletic Charter Bus Transportation

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. 18-07-26-08	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 (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

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

**CONTRACT NO. 18-07-26-08**

**CONTRACT TITLE: Athletic Charter Bus Transportation**

**BID/ PRICING SHEET**

The bidder 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.

	<u>Price Per Mile</u>	<u>Price Per Hour</u>	<u>Price Per Day</u>
54-passenger motor coach:	\$ _____	\$ _____	\$ _____
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 bidder must fully describe as part of the bidder’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 bidder must specifically identify as part of the bidder’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 bidder’s proposal.

# Scope of Work

**CONTRACT NO.** 18-07-26-08  
**CONTRACT TITLE:** Athletic Charter Bus Transportation

## 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 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.
- 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.

**Tentative schedule of games and related information is listed in the following pages**

Football 2018-2019					# of	Mode of Transportation
Event	Destination	Depart Date	Game Date	Return Date	Travelers	Rental
DSU Vs Buffalo	Buffalo, NY	8/31/2018	9/1/2018	9/1/2018	100	3-Buses
DSU Vs St. Francis	Loretta, PA	9/7/2018	9/8/2018	9/8/2018	100	3-Buses
DSU Vs Western Michigan	Kalamazoo, MI	9/14/2018	9/15/2018	9/15/2018	100	Bus/Plane/Bus
DSU Vs Norfolk State University	Norfolk, VA	9/28/2018	9/29/2018	9/29/2018	100	3-Buses
DSU Vs Howard University	Washington, DC	10/13/2018	10/13/2018	10/13/2018	100	3-Buses
DSU Vs South Carolina State University	Orangeburg, SC	10/19/2018	10/20/2018	10/20/2018	100	3-Buses/Plane/3- Buses
DSU Vs Morgan State University	Baltimore , MD	11/10/2018	11/10/2018	11/10/2018	100	3-Buses

Women's Basketball					# of	Mode of Transportation
Event	Destination	Depart Date	Game Date	Return Date	Travelers	Rental
Temple University	Philadelphia, PA	11/6/2018	11/6/2018	11/6/2018	25	Bus
Open			11/10/2018		25	
James Madison University	Harrisonburg, VA	11/12/2018	11/13/2018	TBA	25	Bus
Longwood University	Farmville, VA	11/14/2018	11/16/2018	11/16/2018	25	Bus
St. John's University	NY,NY	11/29/2018	11/29/2018	11/29/2018	25	Bus
Xavier University	Cincinnati, OH	12/7/2018	12/8/2018	12/9/2018	25	Bus
Robert Morris University	Corrapolis, PA	12/17/2018	12/18/2018	12/18/2019	25	Bus
Marshall University	Huntington, WV	12/27/2018	12/29/2018	TBA	25	Bus
Virginia Commonwealth University	Richmond, VA	12/30/2018	12/31/2018	12/31/2018	25	Bus
Norfolk State Univ.	Norfolk, VA	1/4/2019	1/5/2019	1/5/2019	25	Bus
Bethune-Cookman Univ.	Daytona, FL	1/18/2019	1/19/2019	1/19/2019	25	Bus
Florida A & M University	Tallahassee, FL	1/19/2019	1/21/2019	1/22/2019	25	Bus
NCA&T	Greensboro, NC	2/8/2019	2/9/2019	TBA	25	Bus
NCCU	Durham, NC	2/10/2019	2/11/2019	2/12/2019	25	Bus
Coppin State	Baltimore, MD	2/25/2019	2/25/2019	2/25/2019	25	Bus
Univ. of Maryland Eastern Shore	Princess Anne, MD	3/7/2019	3/7/2019	3/7/2019	25	Bus
MEAC Tournament	Norfolk, VA	3/10/2019	3/10-16/19	3/16/2019	25	Bus

Sleeper Quote as well

Sleeper Quote as well

Sleeper Quote as well

## Soccer

Event	Destination	Depart Date	Game Date	Return Date	Travelers	Rental
Away vs. Lafayette College	Easton, PA	19-Aug	19-Aug	19-Aug	24	Bus
Away vs. VMI	Lexington, VA	8/21/2018	8/22-8/23	8/22-8/23	22	Bus
NC/SC Trip	Asheville NC and Spartanburg SC	8/29/2018	8/30-9/2	8/30-9/2	23	Bus
Fairfield University	Fairfield, CT	8-Sep	9-Sep	9-Sep	24	Bus
Mount St. Mary's	Emmetsburg, MD	16-Sep	16-Sep	16-Sep	24	Bus
Stony Brook Univ	Stony Brook, NY	20-Sep	21-Sep	21-Sep	24	Bus
Loyola Univ MD	Baltimore, MD	1-Oct	1-Oct	1-Oct	24	Bus
Naval Academy	Annapolis, MD	8-Oct	8-Oct	8-Oct	24	Bus
Univ of Penn	Philadelphia, PA	23-Oct	23-Oct	23-Oct	24	Bus
Brown Univ	Providence, RI	29-Oct	30-Oct	30-Oct	24	Bus

Sleeper Quote as well

## Volleyball

Event	Destination	Depart Date	Game Date	Return Date	Travelers	Rental
JMU Tournament	Harrisonburg, VA	8/23/2018	8/23-25/18	8/25/2018	16	Bus
St. Francis-Brooklyn Tournament	Brooklyn, NY	8/31/2018	8/31-9/1/18	9/1/2018	16	Van
UNCG/ NC A&T Invitational	Greensboro, NC	9/7/2018	9/7-8/18	9/8/2018	16	Bus
University of Penn	Philadelphia, Pa	9/11/2018	9/11/2018	9/11/2018	16	
Lafayette Tournament	Easton, Pa	9/14/2018	9/14-15/18	9/15/2018	16	Van
MEAC Mini Round Up	Baltimore, MD	9/21/2018	9/21-22/18	9/22/2018	16	Van
Morgan State	Baltimore, MD	10/12/2018	10/12/2018	10/12/2018	16	Van
Coppin State	Baltimore, MD	10/14/2018	10/14/2018	10/14/2018	16	Van
UMES	Princess Anne, MD	10/28/2018	10/28/2018	10/28/2018	16	Van
Howard	Washington D.C	11/2/2018	11/2/2018	11/2/2018	16	Van
Norfolk State	Norfolk, VA	4-Nov	4-Nov	11/4/2018	16	Bus
MEAC Championship	Washington D.C	15-Nov	11/15-18/18	11/18/2018	16	Van

## Softball

Event	Destination	Depart Date	Game Date	Return Date	Travelers	Rental
Campbell University Tournament	Blues Creek, NC	14-Feb	Feb 15-17	Feb 17		Bus
Liberty University	Lynchburg, VA	Feb 21	Feb 22-24	Feb 24		Bus
Hampton University Tournament	Hampton, VA	Feb 28	Mar 1-3	<i>Continue</i>		Bus
NC Central Univ Double Header	Durham, NC	<i>Continue</i>	6-Mar	<i>Continue</i>		Bus
HBCU Classic	Atlanta, GA	<i>Continue</i>	Mar 8-10	Mar 10		Bus
<i>Villanova</i>	<i>Philadelphia, PA</i>	Mar 14	14-Mar	Mar 14		Bus
Howard University	Washington, DC	Mar 30	Mar 30-31	Mar 31		Bus
George Washington University	Washington, DC	Apr 3	3-Apr	Apr 3		Bus
Morgan State University	Baltimore, MD	Apr 6	Apr 6 - 7	Apr 7		Bus
University of Delaware	Newark, DE	Apr 10	10-Apr	Apr 10		Bus
UMBC	Baltimore, MD	Apr 13	13-Apr	Apr 13		Bus
MEAC Tournament	Ormond Beach, FL					Bus

Men's Basketball						# of
Event	Destination	Depart Date	Game Date	Return Date	Travelers	Rental
East Carolina Univ.	Greenville, NC	11/5/2018	11/6/2018	11/6/2018	25	Bus
Grand Cannon Univ.	Phoenix, AZ	11/9/2018	11/10/2018	11/10/2018	25	Bus
Loyola Univ. of Maryland	Baltimore, MD	11/13/2018	11/13/2018	11/13/2018	25	Bus
Longwood College	Farmville, VA	11/15/2018	11/16/2018	11/16/2018	25	Bus
Washington State Univ.	Pullman, WA	11/23/2018	11/24/2018	11/24/2018	25	Bus
Saint Bonaventure Univ.	Saint Bonaventure, NY	11-31-18	12/1/2018	12/1/2018	25	Bus
Univ. of Delaware	Newark, DE	12/19/2018	12/19/2018	12/19/2018	25	Bus
Penn State	University Park, PA	12/22/2018	12/22/2018	12/22/2018	25	Bus
Ball State	Muncie, IN	12/28/2018	12/29/2018	12/29/2018	25	Bus

Sleeper Quote as well

Norfolk State Univ.	Norfolk, VA	1/5/2019	1/5/2019	1/5/2019	25	Bus
Bethune-Cookman Univ.	Daytona, FL	1/18/2019	1/19/2019	1/19/2019	25	Bus
Florida A&M Univ.	Tallahassee, FL	1/20/2019	1/21/2019	1/21/2019	25	Bus
North Carolina A&T Univ.	Greensboro NC	2/8/2019	2/9/2019	2/9/2019	25	Bus
North Carolina Central Univ.	Durham, NC	2/10/2019	2/11/2019	2/11/2019	25	Bus
Coppin State	Baltimore, MD	2/25/2019	2/25/2019	2/25/2019	25	Bus
Univ. of Maryland Eastern Shore	Princess Anne, MD	3/7/2019	3/7/2019	3/7/2019	25	Bus
MEAC Tournament	Norfolk, VA	3/9/2019	3/10-16/19	TBD	25	Bus

Sleeper Quote as well

Sleeper Quote as well

## Equestrian

Event	Destination	Depart Date	Game Date	Return Date	Travelers	Rental
Travel to TCU	Texas	9/26/2018	9/27/2018	9/29/2018	22	Bus to/from airport
Travel to Baylor meet Fresno	Waco, TX	9/26/2018	9/28/2018	9/29/2018	22	
Travel to Fresno meet Auburn	Fresno, CA	2/1/2019	2/2/2019	2/3/2018	25	Bus to/from airport
Travel to Sweet Briar College	Lynchburg, VA	3/14/2019	3/15/2019	3/15/2019	15	bus
UEC Conference Championship	Martin, TN	21-Mar	3/22-23/19	3/24/2019	25	Bus to/from airport
NCEA Nationals	Waco, TX	16-Apr	4/17-20/19	4/20/2019	25	Bus to/from airport

## Lacrosse

Event	Destination	Depart Date	Game Date	Return Date	Travelers	Rental
Fall game	Wilmington University	6-Oct	6-Oct	6-Oct	22	bus
Fall game	TBD		Oct		21	bus
Gardner Webb/ Presbyterian	Away	3/5/2018	3/6-3/8	8-Mar	25	Bus
Kent State/Coastal Carolina	Away	28-Mar	3/29-3/31/19	31-Mar	25	Bus
Furman/Wofford	Away	17-Apr	4/18-4/20/19	20-Apr	25	Bus
Mercer	Away	4/26/2018	4/27/2019	27-Apr	25	Bus

Sleeper Quote as well