

**PURCHASING DEPARTMENT**  
 1260 Kennedy Avenue  
 Grand Junction, Colorado 81501  
 (970) 248-1337 - telephone  
 (970) 248-1547 - fax



**Bid No. CMU-11-2391**

July 30, 2012, 11:00 a.m.  
 Opening Date of Bid

July 23, 2012  
 Bid Posted

## **Documented Quote – Complete & Return This Page**

Quote **DELIVERED PRICES** on the following goods or services. No bid is to be contingent on the purchase of all items listed. The right is reserved to reject any and all bids or parts thereof.

SEE ATTACHED PAGES FOR TERMS AND CONDITIONS WHICH ARE A PART OF BID SPECIFICATIONS.

Quantity	Unit	Description	Unit Price	Total Price
1	Ea	Air Charter Service for one away game of the Colorado Mesa University Mavericks Football Team – Minimum of 80 Passengers \$ _____/Net Price  # of seats _____, type of aircraft _____  Carrier _____  Base fuel price \$_____/Gallon		
		Times shown are local times requested for take-off. Game time on Thursday, August 30, 2012, is 7:00 pm PST with return flight after conclusion of game. Awarded vendor will be expected to work with the University to achieve a mutually agreeable departure and return schedule.  <p style="text-align: center;"><b>Grand Jct, Colorado (GJT)to Arcata, CA (ACV)</b></p> Depart: 10:00 a.m., Wednesday, August 29, 2012 Return: 10:00 p.m., Thursday, August 30, 2012		

**Bidder Acknowledges Receipt of Addendum No. \_\_, \_\_, \_\_, \_\_** (to be completed by bidder as necessary).

Discounts: \_\_\_\_\_

Firm: \_\_\_\_\_

**Delivery can be completed \_\_\_\_\_ days from date of purchase order.**

Address: \_\_\_\_\_

\_\_\_\_\_

The undersigned hereby agrees to deliver the items specified herein in accordance with the terms, conditions, specifications and prices set forth.

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

By: \_\_\_\_\_

FEIN: \_\_\_\_\_

Date: \_\_\_\_\_

## General Requirements

Air carriers must be Part 121 certified by the FAA to be considered. Air carrier must maintain in its own fleet a minimum of five (5) aircraft capable of meeting the requirements of this flight.

Seating requirements for the flight is approximately 80 passengers with training equipment, football gear and personal luggage.

## Meals

No meals or beverage service.

## Insurance Requirements

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amount, duration, or types.

### COVERAGES

1. **Commercial General Liability** – ISO most current form. Coverage to include:  
Premises and Operations  
Personal/Advertising Injury  
Products/Complete Operations  
Liability assumed under an Insured Contract (including defense costs assumed under contract)  
Broad Form Property Damage  
Independent Contractors
2. **Aircraft Liability**  
Bodily Injury and Property Damage including Passenger
3. **Workers Compensation**  
Statutory Benefits (Coverage A)  
Employers Liability (Coverage B)

### LIMITS REQUIRED

The Contractor shall carry the following limits of liability as required below:

#### **Commercial General Liability**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

#### **Aircraft Liability**

Bodily Injury/Property Damage Including Passenger \$500,000,000

#### **Workers' Compensation**

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000
	\$500,000
	\$100,000

### Additional Insurance Requirements

1. All Insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
2. The Contractor shall provide Colorado Mesa University a Certificate of Insurance Form evidencing all required coverages, prior to commencing work or entering University premises.
3. The Contractor shall name "Colorado Mesa University" as an Additional Insured.

4. Upon request by the University, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
5. The University required that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
6. A Separation of Insureds Clause must be included in general Liability policies.
7. The contractor shall advise the University in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the University a new certificate of insurance showing such coverage is in force.
8. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A VII.
9. Provide a minimum of 30 days advance written notice to the University for cancellation, non-renewal, or material changes to policies required under the contract.

Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the University. The University reserves the right to negotiate additional specific insurance requirements at the time of the contract award.

### **Non-Waiver**

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., as from time to time amended, otherwise available to the University or its officers, employees, agents and volunteers.

### **Mutual Cooperation**

The University and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

### **INDEMNIFICATION AND GOVERNING LAW**

The contract will state that Colorado law shall govern the contract and that the Offeror must agree to indemnify the University. The following language shall appear in the contract:

"To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act of omission by the Contractor, or its employees, agents, subcontractors or assignees pursuant to the terms of this contract." The University is precluded from indemnifying any parties, including vendors.

Also, the contract shall include the "Special Provisions: which are required pursuant to the State of Colorado Fiscal Rules.

### **AWARD**

The University will award this bid based on either the lowest cost of the flight OR the lowest per seat cost, whichever it deems most advantageous. All prices MUST include Federal Excise Tax, Passenger Facility Charges (PFCs), segment fees and security fees, all based on 80 passengers. Please state your fuel base price. Colorado Mesa University will only pay actual fuel charges. Fuel surcharges may not be assessed in performing charter services.

Provide a price per seat beyond 80 passengers.

All flights depart from and return to Grand Junction Regional Airport in Grand Junction, Colorado (GJT)

If you are a charter company and do not own your own aircraft, please state which airline or carrier you are quoting. (Who will actually be doing the flight?) The University may require further information about that airline or carrier. The University will only consider carriers and charter companies that are, in its sole opinion, reputable airlines and charter companies with excellent and traceable histories. References, financial statements, maintenance histories, and accident statistics must be supplied to the University upon request.