Invitation for Bid (IFB)

Date: March 17, 2015  Bid No: 2000008630

Cal Poly State University, Intercollegiate Athletics program requests bids for Air Charter Services for Cal Poly’s 2015 Football Season.

Bids are subject to the attached Exhibits, listed in order of precedence:

- “A” CSU Solicitation Provisions and Bidder Certifications, consisting of seven (7) pages
  Attachment 1 Bidder Declaration;
- “B” CSU General Provisions for Service Acquisitions, consisting of seven (7) pages;
- “C” Certified FAA Air Charter Information, consisting of one (1) page;
- “D” Instructions to Bidders, consisting of one (1) page;
- “E” Scope of Services, consisting of four (4) pages;
- “F” Cost Proposal, consisting of four (4) pages;
- “G” Escrow Instructions, consisting of three (3) pages;
- “H” Certificate of Compliance, consisting of one (1) page.

Must complete Exhibits C, F and H and return sealed and properly identified with the bid number 2000008630 to:

California Polytechnic State University, San Luis Obispo
Attn: Michele Winterfeldt, Buyer II
Bldg. 1, Room 128
San Luis Obispo, CA  93407-0121

Or email to purchasing@calpoly.edu

This IFB, and subsequent amendments and/or updates will be available at http://afd.calpoly.edu/cprm/bidsinprocess.asp?pid=4 and http://www.bidsync.com/. Contractors are responsible for monitoring these websites for information regarding this IFB.

Any questions relating to this Invitation for Bid should be directed to Michele Winterfeldt at mwinterf@calpoly.edu by 2:00pm Pacific Time (PDT) on March 26, 2015.

Sealed bids are due at the above specified office before 3:00pm Pacific Time (PDT) on April 2nd, 2015.
CSU SOLICITATION PROVISIONS AND BIDDER CERTIFICATIONS

I. SOLICITATION PROVISIONS

1. Definitions:
   (a) The Trustees of the California State University are referred to as “CSU” or “University.”
   (b) The terms “bid” and “proposal” are synonymous and mean an offer made in response to a
       solicitation to perform a contract for work and labor or to supply goods at a specified price,
       whether or not it is considered a “seal bid” or results in award of a contract to a single or sole
       source.
   (c) “Bidder” or “Proposer” is used interchangeably and each shall apply to the business entity that
       submits a bid/proposal or is awarded a contract.
   (d) May: Indicates something that is not mandatory but permissible/desirable
   (e) Shall, Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory
       requirements will result in rejection of the proposal as non-responsive.
   (f) Should: Indicates something that is recommended, but not mandatory. If the proposer fails to
       provide recommended information, the University may, at its sole option, ask the proposer to
       provide the information or evaluate the proposal without the information.
   (g) Respondent, Proposer, Bidder, Supplier, Vendor, Service provider, Contractor, Firm: Are
       synonymous in the context of all documents associated with this IFB and contract documents.
   (h) Cal Poly, California Polytechnic State University, University, Customer, and Solicitor: Are
       synonymous in the context of all documents associated with this IFB and contract documents.
   (i) Fee, Rate, Price, Cost: Are synonymous.

2. Preparation of Bids and Proposals:
   (a) Proposer shall carefully review all documents referenced and made a part of this solicitation to
       ensure that all information required to properly respond to the solicitation has been received or
       made available and all requirements are priced in the proposal. Failure to examine any
       document, drawing, specification, or instruction will be at the proposer’s sole risk.
   (b) All bids submitted, including electronic bids, must indicate unit prices for each separate line item
       quoted in addition to showing the totals. In case of discrepancy between the unit price and the
       extension set forth for the item, the unit price shall prevail; however, if the amount set forth as a
       unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, the amount set
       forth in the "Extension" column shall be divided by the quantity for the item and the price thus
       obtained shall be the unit price. In case of discrepancy between the totals shown on the bid form
       and the actual sum of the item totals, the actual sum of all item totals shall prevail.
   (c) Brand names: Any reference to brand names and numbers in the bid solicitation is intended to be
       descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the
       indicated standards of quality will be considered, unless otherwise specified, providing the bid
       clearly describes the article offered and how it differs from the reference brands.
Unless the bidder specifies otherwise in the bid, it is understood that the bidder is offering a referenced brand item as specified in the bid solicitation. The CSU reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references; the CSU may require a bidder offering a substitute to supply additional descriptive material and a sample.

(d) Time of delivery (whether a commodity or a service) is a part of the bid and must be strictly observed. Time, if stated as a number of days, shall mean calendar days.

(e) Bids shall be completed in all respects as required by this solicitation. A bid may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially changed the quality of the bid. Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the evaluation committee, such information was intended to erroneously and fallaciously mislead the CSU in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this solicitation, the bid will be rejected. Statements made by a bidder shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

The CSU reserves the right to request additional information which in the CSU’s opinion is necessary to assure that the proposer’s competence, experience, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

3. Submission of Bids:

(a) Whenever the CSU so designates, bids must be signed and sealed, with the bid number, bidder's name and address, and closing date, on the outside of the envelope.

(b) Bids or partial bids, and modifications or corrections thereof received after the closing time specified may not be considered.

(c) The bidder is solely responsible for ensuring that the bid is delivered to the CSU prior to the date and time specified and in accordance with the solicitation requirements. The CSU shall not be responsible for any delays in mail delivery, including delay occasioned by the internal CSU mailing system, or transmission errors or delivery errors.

4. Cancellation: This solicitation does not obligate CSU to enter into an agreement. CSU reserves the right to cancel this solicitation at any time, should the project be canceled, CSU loses the required funding or it is deemed in the best interest of CSU. No obligation either expressed or implied, exists on the part of CSU to make an award or to pay any cost incurred in the preparation or submission of a bid.

5. Bidder’s Cost: Costs for developing bids are entirely the responsibility of the bidder and shall not be chargeable to the CSU.

6. Revisions in Bid Solicitation: In the event a bidder believes that the CSU’s bid solicitation is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU’s procurement office, either by telephone, telegraph, letter, or visit, immediately upon receipt of the bid solicitation, in order that the matter may be fully considered and appropriate action taken by the CSU prior to the closing time set for bids.
7. **Removal of Names from Bidders' List:** The CSU may remove the name of any vendor or contractor from its lists of potential bidders whenever the CSU has received no recent responses to its bid solicitations from that vendor or contractor.

8. **Award of Contracts:**

   (a) Contracts will be made or entered into with (1) the lowest responsible bidder meeting specifications, (2) the bidder with the highest score attained at the end of a competitive evaluation process, or (3) as otherwise specified in the bid solicitation. The CSU reserves the right to determine the results of the prescribed evaluation process and the awardee.

   (b) Where more than one item is specified in the bid solicitation, the CSU reserves the right to determine the low bidder either on the basis of individual items or on the basis of all items included in the bid solicitation.

   (c) Unless the bidder specifies otherwise in the submitted bid, the CSU may accept any portion or group of items or services offered in the bid, or accept none of them at all.

   (d) The CSU reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

   (e) A CSU purchase order mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid solicitation results in a binding agreement without further action by either party. The binding agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

9. **Bid Evaluation Preferences:** In evaluating bids, the CSU will give preferences in accordance with the law for suppliers who are a California certified Small Business. If the bidder claims preferences under the Target Area Contract Preference Act (TACPA) the bidder must complete and return the appropriate form incorporated in the solicitation. If applicable, preferences may also be given for bidders using recycled products in accordance with Public Contract Code Sections 10408 and 12150 et seq. Where multiple preferences are claimed, the CSU will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

10. **Small Business Preference Request**

    The State of California requires agencies to provide a five percent (5%) preference to Proposers or Bidders who qualify as either California certified small businesses or non-small businesses that commit 25% of the contract value to California certified small businesses. To be eligible, the small businesses must be certified by The Office of Small Business and DVBE Services. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Government Code, Section 14838, et seq. and Title 2, California Administrative Code, Section 1896, et seq. Copies of the codes and regulations are available online or upon request.

    If requesting the Small Business Preference, then include a completed copy of the attached Bidder Declaration to the bid.

    The use of the Small Business Preference shall be in compliance with the law and specifically Government Code Section 14838.B.2. In solicitations where an award is to be made to the highest scored bidder based on evaluation factors in addition to price, the preference to small businesses or microbusiness shall be 5 percent of the highest responsible bidder’s total score. The preference to non-small business bidders that provide for small business or microbusiness subcontractor participation shall
be up to a maximum 5 percent of the highest responsible bidder’s total score, determined according to rules and regulations established by the Department of General Services. In solicitations where an award is to be made to the low bid, the preference is applied by factoring 5 percent of a non-small business low bid total and subtracting this amount from the small business bid total.

11. Financing of Acquisition: Bidder shall include within the contents of its bid or proposal the best financing alternatives it has to offer the CSU whenever the solicitation document expresses the CSU’s desire to consider financing (including third-party possibilities) as an option.

12. Patent, Copyright, and Trade Secret Indemnity: A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

13. Protests:

(a) Prior to Bid Opening - Potential bidders are afforded the opportunity to take exception to or “protest” the specifications and/or requirements of the bid solicitation. Such protests must be conveyed in writing to the CSU and also be resolved in writing by the CSU each within five (5) calendar days, prior to the scheduled bid submittal deadline. However, any protests of specifications or requirements received after the deadline identified in the bid solicitation shall be considered untimely and shall be rejected. The CSU’s decision on a protest is final.

(b) Prior to Contract award - If, prior to award of a contract, a protest is received in writing within five (5) calendar days after the intent to award is issued and filed on the grounds that the intended award is not in conformance with the specifications or requirements of the bid solicitation, the contract shall not be awarded until the protest has been withdrawn or a decision has been reached by the CSU. The CSU shall review the merits and timeliness of the protest and submit a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The CSU’s decision on a protest is final.

14. Accommodations for the Disabled: It is the policy of the CSU to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.

15. Confidentiality: Final bids are public upon bid opening; however the contents of all proposals, drafts bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder’s proposal shall be held in the strictest confidence until Notice of Intent to Award.

The content of all working papers and discussions relating to the bidder’s proposal shall be held confidential indefinitely unless the public interest is best served by an item’s disclosure because of its direct pertinence to a decision, agreement or an evaluation of the bid.

II. BIDDER CERTIFICATIONS

By submitting a bid, the Bidder certifies to the following:

1. Americans With Disabilities Act (ADA): Contractor assures the CSU that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of
disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

2. Unfair Practices Act: Contractor warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).

3. Violation of Air or Water Pollution Laws: Unless the contract is less than $25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Contractor warrants that the Contractor has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution.

By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

4. Compliance with NRLB Orders: In submitting a bid or signing a contract the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

5. Assignment of Antitrust Actions: The bidder's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the bidder:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the procurement body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the procurement body pursuant to the bid. Such assignment shall be made and become effective at the time the procurement body tenders final payment to the bidder (Government Code Section 4552).

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553).

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

6. Noncollusion Affidavit: By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false
or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

7. Safeguards for confidential information: By submitting a bid, Bidder acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Bidder hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314 et seq.

8. Covenant Against Gratuities: The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items, which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

9. Public Contracts Code Restrictions For CSU Employees: CSU employees and immediate past employees must comply with restrictions regarding contracting with the CSU. Bidder needs to be aware of the following provisions regarding current or former CSU employees. In submitting a bid, bidder certifies that the bidder is eligible to contract with the CSU pursuant to the Public Contracts Code (PCC) sections list below:

Current CSU Employees (PCC Section 10831):

(a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CSU department through or by a CSU contract unless the employment, activity or enterprise is within the course and scope of the officer’s or employee’s regular CSU employment.

(b) No officer or employee shall contract on his or her own behalf as an independent contractor with any CSU department to provide goods or services.

(c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.

Former CSU Employees (PCC Section 10832):

(a) For the two-year period from the date he or she left CSU employment, no former CSU officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSU department.
(b) For the twelve-month period from the date he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he or she was employed by that CSU department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSU service.

10. In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Chapter 8.5 of the Public Resource Code, the Bidder certifies that it, and its agents, subsidiaries, partners, joint venturers, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to the CSU that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the bidder, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition the Bidder agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.

11. DARFUR CONTRACTING ACT
PCC sections 10475 et seq., the Darfur Contracting Act of 2008, establish restrictions against contracting with vendors conducting certain types of business in Sudan. The Act sets forth criteria to determine if a vendor is a “scrutinized company” and therefore ineligible to bid on or submit a proposal for State contracts.

Upon submitting a bid, bidders that have had business activities outside of the Untied States within the previous three years certify that they are not a scrutinized company as defined, or demonstrate they obtained permission under the statute. (PCC §§ 10478, 10477(b).) False certifications shall cause the bid to be invalidated. (PCC § 10479.)

12. IRAN CONTRACTING ACT
PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. By submitting a bid in excess of $1 million, bidder certifies that bidder is not a financial institution extending credit to an ineligible vendor on the list published by the California Department of General Services on the web site: http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf (PCC § 2204.) The Act includes certain exceptions. (PCC § 2203(c).)

13. THE CONGO – SECURITIES EXCHANGE ACT
PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. The CSU will not accept bids or proposals or contract for goods or services related to products or services from companies designated as a “scrutinized company” by the Federal Government.

By submitting a bid, bidder certifies that they are not a scrutinized company as defined. False certifications shall cause the bid to be invalidated.

For purposes of this section, a “scrutinized company” is a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.
CSU General Provisions for Service Acquisitions

1. Commencement of Work
   Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor’s own risk and as a volunteer.

2. Contract Alterations & Integration
   No alteration or variation of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the parties hereto.

3. Severability
   Contractor and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

4. Independent Status
   Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker’s Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers’ compensation benefits from CSU.

5. Governing Law
   To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

6. Contractor’s Power and Authority
   Contractor warrants it has full power and authority to enter into this Contract and will hold CSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of the CSU under this Contract.

7. Assignments
   Contractor shall not assign this Contract, either in whole or in part, without CSU’s written consent, which will not be unreasonably withheld.

8. Personnel
   Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU’s requests regarding Contractor’s assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor’s control, Contractor shall use its best effort to provide suitable substitute personnel.

9. Waiver of Rights
   Any action or inaction by CSU or the failure of CSU on any occasion to enforce any right or provision of this Contract shall not be a waiver by CSU of its rights hereunder and shall not prevent CSU from enforcing such provision or right on any future occasion. CSU’s rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

10. Time
   Time is of the essence in the performance of this Contract.

11. Entire Contract
   This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party.
12. Appropriation of Funds

(a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract and not yet paid for by CSU, terminate any future services and commodities to be supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.

(b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

13. Cancellation

CSU has the right to cancel this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

14. Termination for Default

CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

15. Rights and Remedies of CSU for Default

(a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor’s duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.

(b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU’s right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.

(c) In the CSU terminates this Contract, either in whole or in part, for Contractor’s default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.

(d) CSU’s rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

16. Warranty

Contractor warrants that

(i) deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and

(ii) the deliverables will be free from defects in materials and workmanship. Where the parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the deliverables shall provide all functionality required thereby.

17. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Contractor’s violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

18. General Indemnity

Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor’s performance of this Contract.
19. Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.

(a) In the event that additional services are required, the Contractor shall submit invoices in accordance with provisions herein.

(b) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.

(c) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after

(i) the performance completion date of services; or

(ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.

(d) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

20. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Contract number and Contractor identification number may be returned to Contractor and may cause delay in payment.

21. Use of Data

Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

22. Confidentiality of Data

(a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Contractor shall not use, disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor’s or its personnel’s acts or omissions. Further, if so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.

(b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU’s operation designated “confidential” by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall:

1. Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and

(c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor’s obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSU in advance. Contractor’s failure to comply with any provision of this Section shall constitute a material breach of the Contract.

23. Information Security Requirements

(a) Contractor is required to comply with CSU Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Service Acquisitions, attached hereto and by reference made a part of this agreement.

(b) Information Security Plan
24. Patent, Copyright, and Trade Secret Indemnity
(a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third party claims, costs (including without limitation reasonable attorneys‘ fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party (“Third Party Obligation”) and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide CSU with indemnity protection.
(i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and
(ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSU without CSU’s written approval.

(b) Contractor may be required to furnish CSU a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

(c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor’s opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor at its option and expense either to procure for CSU the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably practicable or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractors cost and expense. If, in the sole opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.

(d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

25. Rights in Work Product
All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the “Work Product”), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work. The provisions of this sub-section a) may be revised in a Statement of Work. However, all finished product or deliverables required under this contract shall be the exclusive property of the CSU and may be used at CSU’s discretion.

26. Examination and Audit
For contracts in excess of $10,000, Contractor shall be subject to the examination and audit by
(a) the Office of the University Auditor, and
(b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

27. Dispute
Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor’s Chief Executive Officer (or designee) and CSU’s Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU
contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

28. Conflict of Interest
CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

29. Follow-On Contracts
No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit an award a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

(a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
   (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
   (ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.

(b) “Consulting and Direction” means services for which Contractor received compensation from CSU and includes:
   (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
   (ii) development or design of test requirements;
   (iii) evaluation of test data;
   (iv) direction of or evaluation of another Contractor;
   (v) provision of formal recommendations regarding the acquisition of products or services; or
   (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, “affiliates” are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

(c) Except as prohibited by law, the restrictions of this Section will not apply:
   (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
   (ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor’s own products.

(d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law (“Conflict Laws”). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

30. Endorsement
Nothing contained in this Contract shall be construed as conferring on any party, any right to use the other party’s name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

31. Covenant Against Gratuities
Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSU in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. CSU’s rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

32. Nondiscrimination
(a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care
leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

33. Compliance with NLRB Orders
Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

34. Drug-Free Workplace Certification
Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations

(b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
   (i) the dangers of drug abuse in the workplace;
   (ii) the person's or organization's policy of maintaining a drug-free workplace;
   (iii) any available counseling, rehabilitation and employee assistance programs; and,
   (iv) penalties that may be imposed upon employees for drug abuse violations.

(c) Provide that every employee who works on the proposed or resulting Contract:
   (i) will receive a copy of the company's drug-free policy statement; and,
   (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note: Authority Cited: Government Code Section 8350-8357

35. Forced, Convict, Indentured and Child Labor
By accepting a contract with CSU, Contractor:

(a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at http://www.dir.ca.gov/ and Public Contract Code Section 6108.

(b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (A).

36. Recycled Content Certification
To the extent that services involve the supply of post-consumer materials (see below) Contractor shall certify in writing the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

37. Child Support Compliance Act
For any contract in excess of $100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

(a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

(b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
38. Americans With Disabilities Act (ADA)
   Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor’s failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

39. Debarment and Suspension
   By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (2 Code Federal Regulations[CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

40. Expatriate Corporations
   Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

41. Citizenship and Public Benefits
   If Contractor is a natural person, Contractor certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

42. Loss Leader
   Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

43. Small Business Participation
   If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
   (1) the name and address of the SB(s) who participated in the performance of the Contract;
   (2) the total amount the prime Contractor received under the Contract; and
   (3) the amount each SB received from the prime Contractor. (Govt. Code § 14841.)

44. Contractor’s Staff
   Contractor warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.
Certified FFA Air Charter Information

Instructions – To be completed by air charter company. Submit with bid.

1. Do you hold a current FAA Air Carrier Operating Certificate?
   ___ Yes ___ No

2. Name of the company on certificate
   ___________________________________________________

3. Certificate number #___________________

4. Name of FAA Flight Standard District Office (FSDO)
   __________________________
   Phone Number FSDO (   ) ____________
   Name (First/Last) of FAA Principle
   overseeing your company’s operations ______________________

5. Type of Aircraft (be specific): ______________________________

6. Maximum Passenger Seating Capacity: ________________________

7. Maximum Aircraft Payload: _________________________________

8. Specific Limitations of Aircraft: ______________________________

9. Major Deviation from Proposed Departure Times Itinerary: _____________
Instructions to Bidders

1. Must complete Exhibits C, F and H and return sealed and properly identified with the bid number 2000008630.

2. Questions and Response period ends 2pm, March 26, 2015.

3. Cal Poly requests quotations for each flight originating from San Luis Obispo County Regional Airport (SBP) and Santa Maria Airport (SMX) (refer to Exhibit F).

4. Exact times for departures to be determined based on aircraft availability, flight times and length of games. All estimated times provided are local.

5. Charter service providers will clearly identify the actual airline or aircraft provider to be used, maximum passenger seating capacity, maximum aircraft payload, specific limitations of aircraft and all major deviations from proposed departure times or itinerary. After final contract is executed, no substitutions will be allowed without prior written approval from Cal Poly’s Contracts & Procurement office.

6. Pricing will be a total figure per charter including all applicable costs.

7. Pricing shall clearly indicate the cost of fuel, together with methodology for calculating any fuel surcharge or refund due to a change in the actual price of fuel at the time service is provided. Fuel surcharge or refund will be calculated using either total gallons of fuel specified in proposal/contract, or actual fuel consumption for team flights, as evidenced by refueling invoices.

8. Awarded contractor shall be required to follow the escrow instructions (refer to Exhibit G) and DOT Title 14, part 212.8 in order for payment to be made. Final funds will not be released to the contractor until the flights are complete and any post-flight reconciliation has been settled and a letter to the escrow holder testifying to same is received from Cal Poly State University, San Luis Obispo.

9. Cal Poly reserves the right to reject any or all proposals. Cal Poly may negotiate the terms of the agreement, including the award amount, with the selected contractor(s) prior to entering into an agreement.
**Scope of Services**

CONTRACTOR agrees to provide AIR CHARTER SERVICES to California Polytechnic State University, San Luis Obispo (UNIVERSITY) in accordance with the terms and conditions.

1. Contractor agrees to provide charter aircraft for all times, days, specified herein.

2. CONTRACTOR agrees to charter aircraft(s) for UNIVERSITY and certifies aircraft has a minimum seating capacity of **120 passengers, with minimum payload of 30,000 lbs. (typically a Boeing 737 series, MD-80 series, or similar aircraft)**, has a current certificate of airworthiness, and is of the type, model, and passenger configuration.

3. CONTRACTOR shall:
   
   a. **Schedule the outbound departure time on the Friday preceding the game date, typically between 10:00AM – 11:00AM, so the team will arrive at the destination no later than 3:00PM on the same day. Team will depart the game site on the Saturday immediately following the conclusion of the game.** Exact arrival and departures times to be determined based on aircraft availability, flight times, length of games, etc. All estimated times provided are local.

   b. Put forth its best efforts and make all reasonable attempts to ensure that any delay is as short as possible, and to substitute adequate flight equipment having similar, or greater capacity, utility, and ability, to meet the requirements herein if due to mechanical problems of aircraft. Such sub-service shall include the immediate best efforts of CONTRACTOR, and shall limit or otherwise maintain the price of the Charter to the original price as agreed upon with the UNIVERSITY, together with equivalent insurance coverage, all as set forth herein.

   c. Provide sufficient number sets of fully qualified and licensed cockpit and cabin crews as legally required to perform the work and duties, all of whom shall be paid by, and shall remain the employees of the contracted operating air carrier.

   d. Provide flight dispatch services, fuel and oil into-plane, scheduled and unscheduled repair and maintenance, all ground services including aircraft parking, aircraft handling, baggage and cargo, security screening and inspections, passenger amenities and accommodations if required due to flight delays or cancellations.

   e. Pay all landing fees, navigation and over-flight charges, air traffic control fees, customs, immigration, agriculture, and any related charges, including per-passenger fee, overtime charges, service charges of all types, customs duties on spare parts, and any fines or penalties imposed by government agencies.

   f. Administer all loss and damage claims for passenger baggage and cargo.
g. Collect and remit all taxes, fees, passenger facility charges, security charges, and all charges normally assessed on a per-passenger basis or based on air transportation revenue, which are imposed by any governmental authority or airport authority, including but not limited to departure taxes, head tax, excise taxes, sales taxes, use or trans-national taxes or fees imposed on the sale or use of any goods, services or facilities, including but not limited to federal, state, provincial, and local sales and use taxes, value added-taxes, and airport service fees;

h. Arrange and administer the positioning and repositioning, living accommodations, work permits, airport security I.D. for cockpit, cabin crews, maintenance, operations personnel, and contractors of the air carrier, at bases of operations and layover points, as required to fulfill the terms and conditions of this agreement;

4. OPERATION OF AIRCRAFT: The contracted operating air carrier shall be responsible for the physical and technical operation of the aircraft and the safe performance of all flights, and shall retain full authority and control including exclusive operational control and possession of the aircraft at all times. All operations shall be carried out in accordance with the applicable FAA and DOT regulations, and the standards and practices of the operator’s FAA approved flight manual.

5. RESPONSIBILITIES OF AIRCRAFT CAPTAIN: The captain of each and every flight planned shall have absolute discretion in all matters concerning the preparation of the aircraft for flight and the flight itself, and will supervise the loading of passengers, baggage, and freight and take all necessary measures to ensure safety, including decisions concerning the loading, load and distribution of load, fueling, fuel burn or downloading, the decision whether or not a flight shall be undertaken, the route to be flown, deviations from planned routes, and substitutions of alternate airports where and if landings and/or intermediate landings shall be made, and all other matters relating to the safety in the operation of the aircraft.

6. INSPECTION OF AIRCRAFT: CONTRACTOR agrees to permit UNIVERSITY’S duly authorized agent, to inspect said aircraft at any reasonable time, during normal business hours, immediately prior to dates of the agreed upon flight schedules, subject to coordination with the contracted operating air carrier relative to location, and the flight and maintenance schedules of the aircraft. The time and place of such inspection shall be at the sole discretion of the contracted operating air carrier. CONTRACTOR agrees to make available, or otherwise furnish to UNIVERSITY information in respect to said aircraft, including its vintage, engine type and model, catering facilities, seating configuration, and usual type of use, that UNIVERSITY may reasonably request.
7. OPERATIONAL AUTHORITY: CONTRACTOR warrants that the operating air carrier has, or will have at the time of flight, all necessary approvals, consents or licenses from national and local governments and their agencies as may be necessary to implement this AGREEMENT. CONTRACTOR reserves the right to effect the flight services provided for herein, in any legal manner approved by the Federal Aviation Agency and the Department of Transportation, of the United States of America, and any other civil aviation authority having jurisdiction over such flight services, all pursuant to the terms and conditions hereof.

8. BEST EFFORTS: CONTRACTOR and UNIVERSITY agree that each will use its best efforts to coordinate and operate the flights in accordance with schedules agreed upon between the parties hereto.

9. STATUS OF AIRCRAFT MAINTENANCE: CONTRACTOR warrants that it is familiar with regulations, standards, and rules of the various government agencies as applied to maintenance of aircraft, and has at its own expense as a matter of standard business practice, verified that the operating air carrier is duly and currently licensed by the governing agencies, and as a result is obligated by law to maintain the aircraft in good order and repair, document and assure that the replacement in or on said aircraft of any and all parts, equipment, appliances, instruments, or accessories which may be worn out, lost, destroyed, confiscated or rendered unfit for use, with other property which shall be properly documented, FAA approved, and in good repair and operating condition.

10. NON-AGENCY: Notwithstanding that charter flights shall be arranged by CONTRACTOR on behalf of UNIVERSITY, no representative of CONTRACTOR or crew members supplied by the operating air carrier, shall be deemed to be an officer, agent, employee or servant of UNIVERSITY.

11. BLOCK HOUR DEFINED: For the purposes of this Scope of Work, “Block Hour” shall be deemed to mean each hour of time between the moments when blocks are removed from the wheels of the aircraft prior to takeoff until the moment they are inserted under the wheels after touchdown.

12. NOTICES: All notices and other communications between the parties provided for or permitted shall be given by email with confirmed receipt, fax delivery with confirmed receipt, or by certified or registered mail with postage prepaid, to the parties at the respective numbers stated below or such other address and telefax numbers as the parties may advise each other in writing:

   A. If to CONTRACTOR, to: TBD

   B. If to UNIVERSITY, to: CALIFORNIA POLYTECHNIC STATE UNIVERSITY
      1 Grand Ave, Room 128
      San Luis Obispo, California 93407
      Fax 805-756-6500, Telephone 805-756-2232
13. CANCELLATION BY CONTRACTOR:
Categories of charter contracts shall be by law and pursuant to applicable Federal Regulations, include CFR’s, FAR’s, and the governing rules as published by the Office of General Counsel,. S. Department of Transportation (DOT). For the express purpose, CONTRACTOR waives its rights to the 10-day, prior to flight, notice of cancellation, as permitted by the Department of Transportation. CONTRACTOR hereby agrees to provide UNIVERSITY with a minimum of a 20-day, prior to flight, notice of cancellation. Should CONTRACTOR cancel a charter flight for any reason, excepting FORCE MAJEURE, CONTRACTOR shall be responsible for providing alternate travel accommodations at its cost; or at the option of UNIVERSITY, CONTRACTOR shall refund all funds paid-in by CHARTERER.

Itinerary
Flight Schedule for the 2015 Football Season
Trip #1
University of Montana, Missoula, Montana
Saturday, September 5, 2015 (kickoff time TBA)

Trip #2
Montana State University, Bozeman, Montana
Saturday, September 26, 2015 (kickoff time TBA)
Cost Proposal

TRIP #1:
Departure - San Luis Obispo County Regional Airport (SBP) to Missoula, Montana (MSO)

<table>
<thead>
<tr>
<th>Date</th>
<th>Departure</th>
<th>From</th>
<th>To</th>
<th>Arrival Time</th>
<th>Block Hours</th>
<th>Amount</th>
<th>Total ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, 9/4/2015</td>
<td>Approx. 10:00 am Local Time</td>
<td>SBP</td>
<td>MSO</td>
<td>No later than 3:00 pm Local Time</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Saturday, 9/5/2015</td>
<td>Between 5:00 pm – 12:00 am Local Time</td>
<td>MSO</td>
<td>SBP</td>
<td>TBD</td>
<td></td>
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</tr>
</tbody>
</table>

Type of Aircraft: pax

Transportation Charges

Federal Excise Tax (transportation only)

Crew Standby, ground, hotel & per diem. Aircraft ground (parking)

Fuel priced at $______ per gallon on ______ (date)

PFC (Passenger Facility Charges) $______ @ 120 pax ~ SBP departure

Segment Charges: $______ @ 120 pax ~

Risk Insurance: $______ @ 120 pax one way

Ground Handling:

Landing Fees:

Security Charges: $______ @ 120 pax one way

Catering: Athletic Beverage Service (Required)

Catering: Athletic Meal Service (@ Cal Poly’s Option)

Total Charges Round Trip:

Carrier Name:

Fuel prices that deviate from the quoted prices shall be supported by receipts and refund or surcharge will be determined.

COMPANY NAME: ______________________________________________________

(Print Name & Position)_________________________________________________

SIGNATURE & DATE: _________________________________________________

Transportation and appropriate charges covered by this Quotation / Agreement shall be made in accordance with and subject to the applicable regulations of the Department of Transportation.
## Cost Proposal

**TRIP #1:**
Departure - Santa Maria Airport (SMX) to Missoula, Montana (MSO)

<table>
<thead>
<tr>
<th>Date</th>
<th>Departure</th>
<th>From</th>
<th>To</th>
<th>Arrival Time</th>
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<td>SMX</td>
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<td>Between 5:00 pm – 12:00 am Local Time</td>
<td>MSO</td>
<td>SMX</td>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Type of Aircraft:** pax

Transportation Charges

Federal Excise Tax (transportation only)

Crew Standby, ground, hotel & per diem. Aircraft ground (parking)

Fuel priced at $________ per gallon on ________ (date)

PFC(Passenger Facility Charges) $______ @ 120 pax ~ SMX departure

Segment Charges: $______ @ 120 pax ~

Risk Insurance: $______ @ 120 pax one way

Ground Handling:

Landing Fees:

Security Charges: $______ @ 120 pax one way

Catering: Athletic Beverage Service (Required)

Catering: Athletic Meal Service (@ Cal Poly’s Option)

**Total Charges Round Trip:**

**Carrier Name:**

---

*Fuel prices that deviate from the quoted prices shall be supported by receipts and refund or surcharge will be determined.*

**COMPANY NAME:**

(Print Name & Position)

SIGNATURE & DATE:

Transportation and appropriate charges covered by this Quotation / Agreement shall be made in accordance with and subject to the applicable regulations of the Department of Transportation.
# Cost Proposal

**TRIP #2:**
Departure - San Luis Obispo County Regional Airport (SBP) to Bozeman, Montana (BZN)

<table>
<thead>
<tr>
<th>Date</th>
<th>Departure</th>
<th>From</th>
<th>To</th>
<th>Arrival Time</th>
<th>Block Hours</th>
<th>Amount</th>
<th>Total ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, 9/25/2015</td>
<td>Approx. 10:00 am Local Time</td>
<td>SBP</td>
<td>BZN</td>
<td>No later than 3:00 pm Local Time</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday, 9/26/2015</td>
<td>Between 5:00 pm – 12:00 am Local Time</td>
<td>BZN</td>
<td>SBP</td>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Type of Aircraft:** pax

<table>
<thead>
<tr>
<th>Transportation Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Excise Tax (transportation only)</td>
</tr>
<tr>
<td>Crew Standby, ground, hotel &amp; per diem. Aircraft ground (parking)</td>
</tr>
</tbody>
</table>

**Fuel priced at $_______ per gallon on _______ (date)**

**PFC (Passenger Facility Charges): $______ @ 120 pax ~ SBP departure**

**Segment Charges:** $______ @ 120 pax ~

**Risk Insurance:** $______ @ 120 pax one way

**Ground Handling:**

**Landing Fees:**

**Security Charges:** $______ @ 120 pax one way

**Catering:**
- Athletic Beverage Service (Required)
- Athletic Meal Service (@ Cal Poly’s Option)

**Total Charges Round Trip:**

**Carrier Name:**

*Fuel prices that deviate from the quoted prices shall be supported by receipts and refund or surcharge will be determined.*

**COMPANY NAME:** ______________________________________________________

(Print Name & Position)____________________________________________________

**SIGNATURE & DATE:** ____________________________________________________

Transportation and appropriate charges covered by this Quotation / Agreement shall be made in accordance with and subject to the applicable regulations of the Department of Transportation.
## Cost Proposal

**TRIP #2:**  
Departure - Santa Maria Airport (SMX) to Bozeman, Montana (BZN)

<table>
<thead>
<tr>
<th>Date</th>
<th>Departure Time</th>
<th>From</th>
<th>To</th>
<th>Arrival Time</th>
<th>Block Hours</th>
<th>Amount</th>
<th>Total ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, 9/25/2015</td>
<td>Approx. 10:00 am Local Time</td>
<td>SMX</td>
<td>BZN</td>
<td>No later than 3:00 pm Local Time</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday, 9/26/2015</td>
<td>Between 5:00 pm – 12:00 am Local Time</td>
<td>BZN</td>
<td>SMX</td>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Type of Aircraft:**

- **pax**  
  Transportation Charges

- Federal Excise Tax (transportation only)
- Crew Standby, ground, hotel & per diem. Aircraft ground (parking)
- **Fuel priced at $_____ per gallon on _____ (date)**
- PFC(Passenger Facility Charges) $______ @ 120 pax ~ SMX departure
- Segment Charges: $______ @ 120 pax ~
- Risk Insurance: $______ @ 120 pax one way
- Ground Handling:
- Landing Fees:
- Security Charges: $______ @ 120 pax one way
- **Catering:** Athletic Beverage Service (Required)
- Catering: Athletic Meal Service (@ Cal Poly’s Option)

**Total Charges Round Trip:**

**Carrier Name:**

*Fuel prices that deviate from the quoted prices shall be supported by receipts and refund or surcharge will be determined.*

**COMPANY NAME:**

(Print Name & Position)

**SIGNATURE & DATE:**

Transportation and appropriate charges covered by this Quotation / Agreement shall be made in accordance with and subject to the applicable regulations of the Department of Transportation.
ESCROW INSTRUCTIONS

Pursuant to Agreement Number ____________________ dated ___________ between California Polytechnic State University, San Luis Obispo (Cal Poly) and Contractor, ______________________________ for Air Charter Services, the following escrow instructions shall be in effect for the term of the agreement:

1) Contractor shall set up an escrow account at a federally licensed financial institution named as: ___________________________________________________________________________
in account number: ____________________________.

Concurrent with Cal Poly sending an executed copy (signed by both parties) of the Agreement to Contractor, Cal Poly shall also wire to the named financial institution a deposit of fifty percent (50%) of the total Agreement price along with these escrow instructions:

“The named financial institution shall, within 2 business days of receiving the wire transfer, provide Cal Poly with notarized documentation of the escrow account details and, signed acceptance by the financial institution, of these escrow instructions”.

2) Upon receipt of the Agreement and notification from financial institution that Cal Poly funds are in the aforementioned escrow account, Contractor, in accordance with the Code of Regulations, Title 14: Aeronautics and Space, Sub: Protection of Customer’s Payments, shall:

Set up DOT approved escrow accounts with the contracted air carriers, within 5 business days, for all deposits and payments for the air charter services specified in the Agreement.

Contractor shall, within 48 hours of establishing said air carrier escrow account, provide Cal Poly with notarized documentation of the air carrier escrow account details, and written verification from air carriers confirming flights.

3) 30 days prior to each contracted charter flight, Cal Poly will deposit the remaining 50% of each charter flight cost, to the _____________________ (escrow account).

4) Cal Poly funds from _____________________ (escrow account) will be released to Contractor as each of the defined flights and services per the Agreement are complete and any post-flight reconciliation have been settled. Both parties shall make every effort to finalize the post flight reconciliation within 48 hours of the completed flights and services. An “Escrow Instruction and Release of Funds Letter” from Cal Poly testifying to the same will be addressed to the named financial institution authorizing payment of funds to Contractor.

5) The term of this escrow shall be from ________________ thru ________________ and each contracted air charter shall be terminated with the issuance of Cal Poly’s “Escrow Instruction and Release of Funds Letter”.

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ESCROW & PAYMENT INSTRUCTIONS

In accordance with Exhibit F, Escrow Instructions, and with the Code of Regulations, Title 14: Aeronautics and Space, Sub: Protection of Customer’s Payments, deposits and payments for all contracted flights will be made through a DOT approved escrow account. Funds will be released to the Contractor as each of the charter flights are complete, any post-flight reconciliation has been settled and a letter to the bank testifying to the same is received from Cal Poly State University, San Luis Obispo.

CAL POLY/CONTRACTOR ESCROW HOLDER INFORMATION:
NAME OF ESCROW HOLDER: __________________________________________________
ESCROW ACCOUNT NUMBER: _________________________________________________
CONTACT INFORMATION:
ADDRESS: _________________________________________________________________
PHONE/FAX/EMAIL/WIRE TRANSFER: _______________________________________

REPRESENTATIVE:________________________________________________________

TERMS OF ESCROW:
50% of each contracted air charter shall be deposited at the commencement of this agreement:
$__________

50% remaining balance of each air charter shall be deposited 30 days prior to each charter:
$__________
This remaining balance will be released to the Contractor as each of the charter flights are complete, any post-flight reconciliation has been settled and a letter to the bank testifying to the same is received from Cal Poly State University, San Luis Obispo.

ESCROW INSTRUCTIONS ACCEPTED BY THESE SIGNATORS:

CAL POLY:

CONTRACTOR:

FINANCIAL INSTITUTION (Cal Poly/Contractor escrow holder):
ESCROW VERIFICATION

The Contractor shall, within 7 business days of Cal Poly funds/wire transfer arriving at the Cal Poly/Contractor named financial institution, provide this notarized document for each of the contracted air charters:

**AIR CARRIER INFORMATION:**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Contract Number:</th>
<th>Air Charter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Time:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Routing:</td>
</tr>
</tbody>
</table>

**Contractor/Air Carrier Escrow Account Information:**

<table>
<thead>
<tr>
<th>Name of Financial Institution:</th>
<th>Address:</th>
<th>Phone/fax/e-mail:</th>
<th>Contact name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Escrow Account number: | |
|------------------------| |

**APPROVED SIGNATORS:**

**CAL POLY:**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

**CONTRACTOR:**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

**FINANCIAL INSTITUTION (Contractor/Air Carrier escrow holder):**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

**NOTARIZED by:**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Please provide separate notary documentation.
Certificate of Compliance

The Service Provider must certify below if their bid is in compliance with all exhibits of the bid.

YES ____________

NO ____________

If the Service Provider has indicated that the product(s) offered does not comply in all respects with Cal Poly’s requirements, the service provider is required to list and explain all deviations from the Cal Poly requirements, listed in Cal Poly Requirement Number order.

The attachment of marketing or promotional literature does not preclude this requirement.

Failure to comply with the requirements may cause the bid to be deemed non-responsive.

AUTHORIZED SIGNATURE: __________________________________________

PRINT NAME & TITLE: _____________________________________________

CONTRACTOR NAME: _____________________________________________

DATE: _____________________________________________