



IDAHO STATE UNIVERSITY

ITB # 02212024

ATHLETICS DEPARTMENT AIR CHARTER SERVICE

Invitation To Bid

FOR 2024 FOOTBALL SEASON

**Amendment 1, March 11, 2024 – to change flight destinations from five (5), to four (4),
omitting Attachment A**

Issue Date: February 21, 2024

ITB ADMINISTRATIVE INFORMATION

ITB Title: ISU Athletics Department Air Charter Service	ISU Athletics Dept. Air Charter Service 2024
ITB Project Description:	Air Charter Service for ISU Athletics Dept. Football 2024 Season
ITB Lead:	Randy Jones, Sr. Buyer Idaho State University 921 S. 8 th Ave., Stop 8110 Pocatello, ID 83209 randyjones@isu.edu O 208-282-3411
Questions – Attachment - 6	Questions are due Feb. 28, 2024 by 5 PM MT. Questions will be aggregated and answers will be posted by March 6, 2024 by 5 PM MT at https://www.isu.edu/purchasing/vendor-resources/solicitation-process/solicitation-opportunities/
Email bids to: Or mail via postal service to the ITB Lead address above.	randyjones@isu.edu
ITB Closing Date (Bids Due): ITB Opening Date:	March 22, 2024 by 5 PM MT 5 PM MT the next business day after closing date.

List of attachments:

1 – Flight Bid Schedules – Attachment 1 (B-E)	Mandatory
2 – Specifications / Requirements – Attachment 2	Mandatory
3 – References – Attachment 3	Mandatory
4 – Debarment Statement – Attachment 4	Mandatory
5 - Idaho State University Signature Page – Attachment 5	Mandatory
6 – Vendor Questions – Attachment 6	

Failure to include any of the above mandatory attachments may result in your bid being found non-responsive.

1 PURPOSE

The purpose of this Invitation to bid is to receive Bids from qualified vendors to provide Air Charter Service to four (4) destinations as required for the Idaho State University Football Team and associated parties for the 2024 season as described in this ITB. ISU will utilize the Pocatello, ID (PIH) Airport for all departures and return arrivals.

2 BACK GROUND

Idaho State University (ISU or the University) intends to provide Air Charter Service for its Football Team and associated parties for the 2024 season. Bids are being requested for four (4) round trip flights, originating in Pocatello, Idaho (PIH). Flight times are crucial as they are tied to game times and bus transportation coordination to games. If the Contractor cannot meet any required flight time and does not notify the University within 24 hours of flight time, the Contractor may be required to pay back all or part of the fees to the University.

3 SPECIFICATIONS / REQUIREMENTS

See Attachment 2. These specifications are the minimum mandatory requirements that your Bid must meet in order for the University to consider your Bid for award. Failure to meet these minimum requirements may result in your bid being found non-responsive. Instructions are on the attachment. Please do not modify the Specifications/Requirements Sheet or submit it on any form other than the attachment provided. Doing so may cause your Bid to be found non-responsive.

4 REFERENCES

See Attachment 3. Provide contact information for 3 companies for whom your firm has provided similar services. Universities or Colleges are preferred. Idaho State University (ISU) staff will contact your references at their discretion. ISU may contact other companies whether you have listed them as a reference or not. Information gathered from references will be used in determining which Bid/s offer the most value to ISU.

5 COST

Provide your Total Costs on the Flight Bid Schedules (**Attachments 1 B-E**).

5.1 Each flight must be bid separately. See attached schedules describing each of the four (4) flights: **Attachment 1 (B-E), Flight Bid Schedules**.

5.2 ISU may elect not to award one or more round trip flights under this ITB.

5.3 Your cost per round trip flight must be fully burdened to include all costs associated with the charter, including but not limited to: ground handling, fuel, landing fees, all airport fees, Federal, State and local taxes, Passenger Facility Charges (**PFC**), and Federal Excise Taxes (**FET**).

5.4 Separately identify fuel cost assumption per flight. Identify if fuel cost assumption is based on current fuel costs or a projection of future fuel costs and provide date of that projection. Indicate maximum fuel price above which a surcharge will apply in the costs associated with these charters. If fuel prices are less than expected on the **Flight Bid Schedules** at the time of the flight, ISU will receive a refund or a credit for the actual difference. If fuel prices are more than projected on the **Flight Bid Schedules** at the time of the flight, ISU will pay a fuel surcharge.

5.5 Identify any advance payment requirements on the Bid Schedule, which cannot exceed 50% of the total cost for the flight, and which are fully refundable in the event the flight is not completed as contracted through no fault of the University.

6 BILLING PROCEDURE

The Contractor must provide a signed invoice upon service completion of each line item. The invoice [and respective reports] must be submitted no later than thirty (30) calendar days after service was provided. No invoice will be accepted or paid without receipt of required documentation. Invoices submitted without the required documentation will be returned to the Contractor for resubmission.

The Contractor must provide the following information with each invoice:

1. Idaho State University Purchase Order number
2. Identification of billing period
3. Total amount billed for the billing period
4. Detailed description of services/products provided
5. Name of authorized individual and contact information for Contractor

Invoices and reports are to be submitted to:

Contact Person: Pauline Thiros, Athletic Director
Address: Idaho State University
Holt Arena
921 S. 8th Ave., Stop 8173
Pocatello, ID 83209

7 SUBMISSION REQUIREMENTS

The current versions of the Idaho State University Standard Contract Terms and Conditions and Solicitation Instructions to Vendors are incorporated, by reference into this solicitation, and any resulting contracts if set forth in their entirety. Both documents can be downloaded at <https://www.isu.edu/purchasing/vendor-resources/solicitation-process/solicitation-opportunities/>; or copies obtained by contacting Idaho State University Purchasing Services at 208.282.3111. Failure, by any submitting vendor to obtain a copy of these documents will in no way constitute or be deemed a waiver by Idaho State University of any term, condition or requirement contained in the referenced documents; and no liability will be assumed by Idaho State University for a submitting vendor's failure to consider the Idaho State University Standard Contract Terms and Conditions and Solicitation Instructions to Vendors in preparing its response to the solicitation.

Your submitted bid must contain the following:

- | | | |
|-----|--|--------------------|
| 7.1 | Flight Bid Schedules | Attachment 1 (B-E) |
| 7.2 | Specifications / Requirements | Attachment 2 |
| 7.3 | References | Attachment 3 |
| 7.4 | Debarment Statement | Attachment 4 |
| 7.5 | Idaho State University Signature Page | Attachment 5 |
| 7.6 | Bidders must be willing to register their company with Payment Works, ISU's vendor on-boarding system. I agree to register with Payment Works Yes _____ No _____ | |

Failure to include any of the above required items or agree to 7.6 may result in your Bid being found non-responsive.

8 BID SUBMISSION METHODS

Bids may be submitted manually by postal mail to:

Idaho State University
921 S. 8th Ave., Stop 8110
Building 10, Room 114
Pocatello, ID 83209
Attn.: Randy Jones, Sr. Buyer

Or emailed to:

randyjones@isu.edu

9 AWARD

Award will be made to the vendor whose Bids have the lowest cost or will yield the best overall value to ISU, and who meet all the specifications and requirements. Best overall value will be determined by ISU staff based on information contained on all Bid submittal items listed in #7 above. Award will be made by RT flight, groups of RT flights, or all RT flights, whichever is in the best interest of the University.

10 INSURANCE REQUIREMENTS

Within five (5) days of notification of award, the apparent successful vendor will provide certificates of insurance to the University required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the five (5) business day period may cause your Bid to be declared non-responsive or your Contract to be canceled. The following minimum limits shall be required for all aircraft:

- \$1,000,000 Combined Single Limit, for bodily injury & property damage.
Passenger sub limit shall be no less than \$100,000 per passenger.
- **The "STATE OF IDAHO" and "Idaho State University" must be named as an additional insured under the owner or operator's liability insurance policy.**
- If the owner of the aircraft employs others in the operation of the aircraft, the owner shall warrant that workmen's compensation insurance is purchased for such employees, and shall provide the State with a certificate of insurance to verify the same.

Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the Contract is terminated.

11 CONTRACT MONITORING

Contract will be monitored per flight according to on time departures and arrivals, delays and/or cancellations.

11.1.1 Weather related cancellations: The Contractor shall discuss actual and anticipated weather conditions with the University Athletic Dept. by phone at 215-279-3377 (Dynamite Kuhn). The final decision whether to proceed with or cancel a flight for weather related reasons shall always rest with the Contractor, which shall provide verification and substantiation of the reason(s) for flight cancellation if the University so requests and in writing if the University so requests. If a flight is canceled for weather related reasons, the Contractor shall refund all fees and costs advanced by the University for the Flight and all associated matters.

11.1.2 Cancellation for mechanical and other reasons: if a flight is canceled in whole or in part due to mechanical reasons, flight crew availability, or if a flight is canceled in whole or part for other reasons within the Contractor's control, the Contractor shall be obligated to provide a substantially equivalent replacement aircraft and crew to meet the University's time line. If Contractor fails to provide such an aircraft and crew, it shall refund all fees and costs paid by the University for the Flight and all associated matters. Added expenses shall be claimed as allowed by the Idaho Uniform Commercial Code 28-2-712.

11.1.3 Cancellation by the University: the University may cancel any and all flights, for reasons beyond the University's control, such as but not limited to, game cancellations due to inclement weather. The University shall provide 24-hour advance notice of any such cancellation(s). Upon such cancellation, the Contractor shall credit all fees paid by the University for the Flight and associated matters to be applied to a future flight with the Contractor.

11.1.4 Delay or change by the University: the University may delay or change any and all flights, for reasons beyond the University's control, such as but not limited to game date change. The University shall provide notice to the Contractor as soon as possible. If the Contractor is not able to accommodate the delay or change, the Contractor shall credit all fees paid by the University for the Flight and associated matters to be applied to a future flight with the Contractor.

11.1.5 Notification and substitution: in the case of a substitution of a carrier, the University must approve any substitution. If the substitution is not approved, the carrier will continue to search until an approved one is secured. If an approved substitution is not approved the Contractor shall refund all fees paid by the University for the flight and associated matters.

11.1.6 If the Contractor breaches the contract in whole or in part and/or fails to comply with the requirements and specifications set forth in the contract, it may be required to refund all or some of the fees and costs paid by the University for the flight and all associated matters and shall be liable for all damages, including consequential damage, incurred by the University. Such fees and costs to be refunded will be determined by the University based on the nature and extent of the breach by the Contractor.

12 SUBCONTRACTS

Use of subcontractors is subject to approval by the University, which shall not be unreasonably withheld. The University reserves the right to approve or disapprove any subcontractor.

13 AUDIT RIGHTS

The Contractor agrees to allow Idaho State University purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

14 QUESTIONS

Questions relating to this ITB must be submitted in writing to the ITB Lead, by the date and time noted in the ITB Administration Information section at the beginning of this ITB in order to be considered. **See Attachment 6 – Vendor Questions.**

Official answers to all written questions will be posted on the Idaho State University Purchasing web page <https://isu.edu/purchasing/vendor-resources/solicitation-process/solicitation-opportunities/> as an addendum to this ITB by the date shown on the ITB Administrative Information Page.

Any questions regarding the **Terms and Conditions found within this ITB** and the Idaho State University Standard Contract Terms and Conditions, found at <https://isu.edu/purchasing/vendor-resources/terms-and-conditions/>, must also be submitted in writing, using **Attachment 6 - Vendor Questions**, by the deadline identified in ITB Administration Information section. The University will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

- 1.The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);
- 2.Recommended verbiage for the University's consideration that is consistent in content, context, and form with the University's requirement that is being questioned;
- 3.Explanation of how the University's acceptance of the recommended verbiage is fair and equitable to both the University and to the party submitting the question.

Bids that condition the bid based upon the University accepting other terms and conditions not found in the ITB, or which take exception to the University's terms and conditions, may be found non-responsive, and no further consideration of the Bid will be given.