



CONTRACT ADDENDUM

Date of Addendum: May 15, 2009

Contract Number: 87074

Buyer: Eileen Lechner Phillips
Telephone: 785-864-5976
E-Mail Address: eileenlp@ku.edu
Web Address: <http://www.purchasing.ku.edu/>

Item: Air Charter Service

Department: University Airplane
Location(s): Lawrence, Kansas

Period of Contract: Date of Award through December 30, 2009

Contractor: Multiple Vendor Award
See Following Pages

Prices: See Attached

Scope: **Upon mutual agreement of all parties, the contract is hereby extended to December 30, 2009**

This contract shall cover the procurement of Air Charter Services for the University of Kansas during the contract period referenced above.

Political

Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

The above referenced contract award was recently posted to the University of Kansas website. The document can be downloaded by going to: <http://www.purchasing.ku.edu/>



CONTRACT AWARD

Date of Award: June 19, 2008

Contract Number: 87074

PR Number: 1397

Replaces Contract: New

Buyer: Eileen Phillips

Telephone: 785-864-5976

E-Mail Address: eileenlp@ku.edu

Web Address: <http://www.purchasing.ku.edu/>

Item: Air Charter Service

Agency: The University of Kansas

Location(s): Lawrence, Kansas

Period of Contract: Date of Award through June 30, 2009

Contractor: Multiple Vendor Award
See Following Pages

Prices: See Attached

Scope: This contract shall cover the procurement of Air Charter Services for the University of Kansas during the contract period referenced above.

Political

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Quarterly Reports: The vendor is required to submit quarterly, to KU Purchasing Services, all acquisitions made from this contract. This report should include as a minimum the agency name, quantity, description, and amount.

Conditions of Contract: The following terms and conditions of award are incorporated by reference and include: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; vendors' response including any addenda, appendices and exhibits.

Order of Precedence: Any conflict to the provisions of this contract and the documents incorporated by reference shall be determined by the following priority order:

- a. State of Kansas Contract Provisions Attachment DA-45/146a;
- b. Written modifications and addenda to the executed contract;
- c. This contract document;
- d. The above referenced Request for Proposal (RFP) including any addenda;
- e. Contractors response including any addenda, appendices and exhibits.

Federal, State and Local Taxes-Governmental Entity: Unless otherwise specified, the bid response price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Solicitation. **The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotations.**

Termination for Cause: The Director of Purchasing may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract; or
- the Contractor provides substandard quality and/or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchasing shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as the University may authorize in writing), the Director of Purchasing shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The Director of Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchasing shall determine that the termination is in the best interest of the University of Kansas. In the event that the Director of Purchasing elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Statement of Work

A primary contractor and a secondary contractor will be chosen for each originating city. In some cases there is a tertiary contractor. Minimum Requirements: Two pilots for each flight.

Vendors:

Kansas Air Center

5490 Ft. Riley Blvd.
Manhattan, KS 66502
PH: 888-462-1991
PH: 785-776-1991
FX: 785-776-1992
Ron Nordt

Midwest Corp Aviation

3512 N. Webb Rd
Wichita, KS 67226
PH: 800-435-9622
PH: 316-636-9700
FX: 316-636-9718
Robert Karlake

Crotts, Inc.

102 Airport Rd.
Dodge City, KS 67801
PH: 800-475-3553
PH: 620-227-3553
FX: 620-227-3411
Patti Robyler

1 = Primary 2 = Secondary 3 = Tertiary	Originating City	# of PAX (not including pilots)	Aircraft Type (ie Baron, Navajo, Lear)	Cost per Mile	Cost per hour of downtime	Excise Tax?	Insurance/Occurrence	Insurance/Passenger
1	Beloit	1-3	crofts c340	3.35	80.00	-	\$1M	N/A
2	Beloit	1-3	kac baron	4.25	50.00	-	\$1M	\$1M
3	Beloit	1-3	mw baron	5.70	50.00	Y	\$5M	\$1M
1	Garden City	1-3	crofts c340	3.35	80.00	-	\$1M	N/A
2	Garden City	1-3	mw baron	6.53	50.00	Y	\$5M	\$1M
1	Hays	1-3	crofts c340	3.35	80.00	-	\$1M	N/A
2	Hays	1-3	kac baron	5.25	50.00	-	\$1M	\$1M
3	Hays	1-3	mw baron	5.24	50.00	Y	\$5M	\$1M
1	Kansas City	1-3	kac baron	4.25	50.00		\$1M	\$1M
2	Kansas City	1-3	mw baron	6.03	50.00	Y	\$5M	\$1M
1	Kansas City	5	kac navajo	5.29	50.00	Y	\$3M	\$3M
2	Kansas City	5	mw c90	8.29	50.00	Y	\$10M	\$1.4M
1	Lawrence	1-3	kac baron	4.25	50.00	-	\$1M	\$1M
2	Lawrence	1-3	mw baron	6.16	50.00	Y	\$5M	\$1M
1	Lawrence	5	kac navajo	5.29	50.00	Y	\$3M	\$3M
2	Lawrence	5	mw c90	7.46	50.00	Y	\$10M	\$1.4M
1	Olathe	1-3	kac baron	4.25	50.00	-	\$1M	\$1M
2	Olathe	1-3	mw baron	5.09	50.00	Y	\$5M	\$1M
1	Olathe	5	kac navajo	5.29	50.00	Y	\$3M	\$3M
2	Olathe	5	mw c90	7.90	50.00	Y	\$10M	\$1.4M
1	Topeka	1-3	kac baron	4.00	50.00	-	\$1M	\$1M
2	Topeka	1-3	mw baron	5.52	50.00	Y	\$5M	\$1M
1	Topeka	5	kac navajo	4.99	50.00	Y	\$3M	\$3M
2	Topeka	5	mw c90	8.56	50.00	Y	\$10M	\$1.4M
1	Wichita	1-3	mw baron	3.57	50.00	Y	\$5M	\$1M
2	Wichita	1-3	kac baron	4.25	50.00	-	\$1M	\$1M
1	Wichita	5	kac navajo	5.29	50.00	Y	\$3M	\$3M
2	Wichita	5	mw c90	5.54	50.00	Y	\$10M	\$1.4M
1	Wichita	7	mw lear35a	8.10	50.00	Y	\$15M	\$1.67M

Purchasing Services

Background and Scope:**Aircraft and Flight Requirements**

- Each aircraft must have two engines and be equipped for instrument flight rules (IFR).
- Pilots must be certified PART 135, F.A.A. Regulation.
- Two qualified pilots are required on each flight.
- Updated FAA Certificates shall be provided to the University of Kansas Airplane Department through the contract period.
- The Contractor will provide on-time departures as specified by the University for each out bound flight as well as the scheduled departure time on the return flight.
- The Contractor will be the sole judge on all matters affecting flight safety and departure delays for weather or aircraft reasons.
- In every case of scheduled flight cancellations on the part of the Contractor because of weather or aircraft and/or flight crew problems, the Contractor hereby agrees to provide prompt notification to the University of Kansas Airplane Department's representative.

Aircraft Maintenance

- All Aircraft offered shall be well maintained and clean. The interior of the Aircraft shall be in good repair, clean, and free of debris. The exterior of the Aircraft shall be clean to the extent that passenger clothing and/or possessions will not be soiled while entering or exiting the aircraft. The University may reject acceptance of an aircraft which fails to meet this requirement.
- Contractor will comply with all Federal and State Laws and C.A.B. and F.A.A. rules and regulations applicable to the maintenance and operation of aircraft and other equipment.
- Pilots employed by the State may make random inspections of the Aircraft offered to insure compliance with specifications.

Insurance

Contractor will carry insurance coverage of the types and in at least the minimum amount required of Common Carriers and Air Charter Operators; and, specifically, to obtain and pay the premiums for liability insurance covering injuries to persons or properties that may arise out of or due to its operations or the furnishings of the services contracted for hereunder. The minimum bodily injury insurance coverage shall be \$1,000,000.00 per occurrence and shall be provided by an insurance company licensed in the State of Kansas. Said policy shall be kept and maintained in full force and effect by Contractor during the term of this agreement. Contractor will furnish the University with a copy of the Insurance Certificate with the technical proposal and an original certificate of such insurance within ten days after the execution of this agreement. Agency and State of Kansas will be named as additional insureds on the insurance policy of the successful bidder. In no event shall the limit of said policy be considered as limiting the liability of Contractor under this paragraph..

Administration

- No charges will be allowed to deadhead the aircraft to the originating city (location where passengers board the aircraft).
- For each flight with a late departure time (beyond fifteen minutes) because of aircraft and/or flight crew problems, the Contractor will agree to a penalty equal to five percent (5%) of the flight cost for the first three (3) occurrences and ten (10%) thereafter with a further penalty of double the amount of this flight cost if such flights are not able to depart within three (3) hours of scheduled flight time when such delay is caused by either aircraft and/or flight crew problems. There will be no penalties for late departures due to weather conditions.
- There will be no charge or cost to the University for agency cancellations four (4) hours prior to scheduled departure time. For University cancellations less than four (4) hours prior to the scheduled departure time, the University hereby agrees, if requested, to reimburse the Contractor fifty (\$50.00) dollars for each such flight cancellation.
- Downtime shall begin when passengers de-plane and end when all passengers are aboard. Downtime may be assessed if the flight cannot begin as scheduled due to University tardiness. If an overnight stay is required, the charge for downtime shall end at 5:00 p.m. and begin again at 8:00 a.m. the next morning.
- If landing fees are charged by an Airport, the Contractor may add these costs to the invoice as a line item. Aircraft deicing, hangar fees or other airport fees may be added to the invoice if agreed to by the University.
- Contractors will not be reimbursed for the cost of pilot meals.

State of Kansas
 Department of Administration
 DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 19 day of June, 2008.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
 2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the University of Kansas.
 3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
 4. **Disclaimer Of Liability:** Neither the University of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
 5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
- Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
 7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the University of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
 8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
 9. **Responsibility For Taxes:** The University of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
 10. **Insurance:** The University of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
 11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
 12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the University of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Purchasing Services

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