

Submit Bid to: **FLORIDA A&M UNIVERSITY**  
 Office of Procurement Service  
 2380 Wahnish Way, Room 214  
 Tallahassee, Florida 32307-3200  
 Telephone Number: (850) 599-3203



**INVITATION TO BID**  
**Bidder Acknowledgement**

Page of Pages <b>1 of 26</b>	<b>BID WILL BE OPENED: July 26, 2012 @ 2:00 PM</b>	ITB NO. <b>0019-2012 REBID</b>
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<b>Mailing Date:</b> <b>July 11, 2012</b>	<b>BID TITLE:</b> <b>Florida A&amp;M University (FAMU) Bus Charter Services</b>
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME	<b>REASON FOR NO BID</b>  <b>POSTING OF BID TABULATIONS</b> Bid tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and University Regulation 6.005 (9) (k), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
VENDOR MAILING ADDRESS	
CITY-STATE-ZIP	
AREA CODE: _____ TELEPHONE NUMBER: _____ TOLL-FREE NUMBER: _____	

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the FLORIDA A&M UNIVERSITY Board of Trustees all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by FLORIDA A&M UNIVERSITY. At the University's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the proposer.*

\_\_\_\_\_  
 AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
 AUTHORIZED SIGNATURE (TYPED) & TITLE

**GENERAL CONDITIONS**

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bids must contain an original manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number shall appear on each pricing page of the proposal as required.
2. NO BID SUBMITTED: If not submitting a proposal, respond by returning only this proposer acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the proposer's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO BID", and it must be received no later than the stated proposal opening date and hour.
3. BID OPENING: Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the bidder's responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the proposal receipt and other generic administrative information may be announced and recorded on the proposal opening date. The contents of the proposals will be kept confidential for 10 calendar days, or date of award, whichever is sooner. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal tabulations will not be provided by telephone.
4. PRICES, TERMS AND PAYMENT: Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the University and State of Florida.
  - a) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
5. TAXES: FLORIDA A&M UNIVERSITY, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.
7. MISTAKES: Bidders are expected to examine the conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk.
8. ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.
9. PAYMENTS: In the event University owes payment to the Vendor, the University shall mail the Vendor's payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to payments within 40 days shall result in the University paying interest pursuant to Section 55.03(1) Florida Statutes, on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the Vendor. The University has established a "Vendor Ombudsman". The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The University's ombudsman may be contacted at (850) 599-2978.
  - b) Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.
  - c) The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper preaudit and postaudit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.
  - d) The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this agreement for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.
  - e) Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a

6. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

properly completed invoice is provided to the University.

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Florida A&M University or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and Bidders must disclose with their proposal any such conflict of interest.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in proposals received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person who is adversely affected by the University's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(9). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:

- a) Contractor's name being removed from the Purchasing vendor mailing list.
- b) All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses the University for all procurement and cover costs.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this proposal the proposer shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the bidder's facilities at any time with prior notice.

20. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30a.m. and 1:00p.m. to 4 p.m., excluding State of Florida and University's holidays, unless otherwise specified.

21. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

22. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- a) Record any evidence of visible damage on all copies of the delivering carriers Bill of Lading.
- b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.

23. AS SPECIFIED: A purchase order may be issued to the successful bidder with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with specifications as stated herein or fails to meet the University's standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. BID PREPARATION: All costs associated with responding to this ITB are the sole responsibility of the Vendor.

25. FORCE MAJEURE: No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

26. POLICIES AND RULES: All Vendor employees and their agents will govern their conduct in a professional business manner. Sexual harassment, discrimination and/or any other behavior considered unprofessional, disruptive or not conducive to the University environment or in violation of University policies will not be tolerated. Any vendor employee participating in unacceptable activities will not be allowed to continue performance. Chronic behavioral or conduct problems with vendor employees may result in cancellation/ termination of any agreement/purchase orders issued.

The Vendor, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to insure the safety and well being of University personnel. Unsafe practices or the reckless endangerment of personnel may result in the cancellation/termination of any agreement/purchase orders issued. Any agreement/ purchase orders issued to the Vendor does not protect nor relieve the Vendor of responsibility from any fines or other actions that may be taken as a result of a violation.

27. PUBLIC ENTITY CRIME LAW: In accordance with FLORIDA A&M UNIVERSITY's Regulation 6.005(6): The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by a public entity pursuant to Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Bidder in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, FLORIDA A&M UNIVERSITY may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

**INVITATION TO BID**

**Florida A&M University (FAMU)  
Bus Charter Services  
ITB No.: # 0019-2012 REBID**

Refer ALL Inquiries to:

**Office of Procurement Services  
Florida A & M University  
2380 Wahnish Way, Room 214  
Tallahassee, FL 32307  
(850) 599-3203 (Office)  
(850) 561-2160 (Fax)**

**E-mail:  
Purchasing@famuedu**

**Website:  
<http://www.famu.edu/index.cfm?a=Purchasing&p=Solicitations>**

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**FLORIDA A&M UNIVERSITY  
SPECIAL CONDITIONS**

**INVITATION TO BID NO: #0019-2012REBID**

**BID TITLE: Florida A&M University (FAMU) Bus Charter Services**

**OPENING DATE: July 26, 2012 TIME: 2:00 P.M.**

**PURPOSE:** The purpose of this solicitation is to acquire round trip air transportation for Florida A&M University (FAMU) football team and Student Government Association. See Specifications for further details.

The successful Contractor will provide the services consistent with all local, state and federal rules and regulations applicable to the business they are in and must adhere to professional standards and use due care in performing all services required under this agreement in a manner consistent with generally accepted procedures for approved charter companies.

<b>Date/Time</b>	<b><u>Action</u></b>
<b>07/11/2012</b>	Invitation to Bid - Advertised
<b>07/11/2012</b>	Invitation to Bid - Proposal Released
<b>07/17/2012</b>	Deadline for submitting questions and/or inquiries in writing only; preferably by email to <b><u>colleen.washington@famuedu</u></b> and <b><u>Purchasing@famuedu</u></b>
<b>07/19/2012</b>	Responses to inquiries and Addenda, if any, will be posted on FAMU Website: <a href="http://www.famuedu/index.cfm?a=Purchasing&amp;p=Solicitations">http://www.famuedu/index.cfm?a=Purchasing&amp;p=Solicitations</a>
<b>07/26//2012</b>	Deadline for Proposal submission at 2:00PM (ITB opening) Office of Procurement Services, 2380 Wahnish Way, Room 214, Tallahassee, Florida 32307
<b>0726/2012</b>	Posting of the Intent to Award (or other Notice(s) as Appropriate)
<b>08/01/2012</b>	End of 72-hour Protest Period

## SECTION #1 GENERAL CONDITIONS

### 1.0 INVITATION TO BID/PROPOSAL FORM

All bids/proposals must be submitted on the Florida A&M University, Invitation to Bid/Proposal Acknowledgement form in order to be considered in the award. The original form must be properly completed, executed and returned with the bid/proposal by the bidder/proposer including all submittals, documentation, brochures or pertinent requirements. For the purpose of this solicitation, the terms vendor, bidder and contractor have the same meaning. The paragraphs in the Special Conditions Section are numbered for the convenience of the University.

### 2.0 UNIVERSITY PURCHASING STAFF

The Office of Procurement Service employee named in this paragraph will be responsible for this bid/proposal solicitation including amendments and necessary coordination with University departments and vendors/contractors. Please contact in writing the Procurement staff by email at: [Purchasing@famu.edu](mailto:Purchasing@famu.edu)

### 2.1 NOTICES TO VENDORS/CONTRACTORS

The employment of unauthorized aliens by any Vendor/Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor/Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the purchase order/contract.

### 2.2 PURCHASE OF TANGIBLE PERSONAL PERPERTY- PRICE PREFERENCE TO FLORIDA VENDORS

For purchases of tangible personal property, the 2012 Florida legislature enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose “principle place of business” is the State of Florida.

- Principle place of business is defined as location where a corporation’s officers direct, control, and coordinate the corporation's activities (known as the nerve center test). In most states, corporations must report their principle place of business to the Secretary of State.
- Personal Property: When the lowest responsible and responsive bid or proposal is submitted by a bidder or proposer whose principle place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the purchase of commodities when awarding the bid or calculating the cost in a proposal, the University must apply a preference which is equal to the preference granted by the state or political subdivision in which the lowest responsible and responsive bidder or proposer has its principle place of business. If the lowest responsive and responsible bidder or proposer in that state does not grant a preference in competitive solicitation to companies having a principle place of business in that state, the

preference granted to the lowest responsible and responsive bidder/proposer having a principle place of business in Florida shall be 5 percent.

- **Public Printing:** When awarding a contract to have materials printed, the University must grant a preference to the lowest responsible and responsive bidder having a principle place of business within the State of Florida. The preference shall be 5 percent if the lowest bid is submitted by a bidder whose principle place of business is located outside the State and if the printing can be performed by the Florida bidder at a level of quality comparable to that obtainable from the a bidder submitting the lowest bid located outside of Florida.
- **IMPORTANT NOTICE:** Pursuant to Section 287.084, Florida Statutes, bidders or proposers whose principle place of business is outside the state of Florida must include, with their Bid or RFP response document, a written statement, signed by an attorney at law licensed to practice in the bidder or proposer's state (referred to as their "principle place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.

### **3.0 AWARD**

As the best interest of the Florida A&M University (FAMU) may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technically in bids received. When it is determined there is no completion to the lowest responsive bidder, evaluation of other bids are not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

### **4.0 TERM OF CONTRACT**

The contract resulting from this ITB, if any, will be for a period of one (1) years beginning approximately August, 2012 with FAMU, with the option to renew for an additional one (1) year periods pending mutual consent.

### **4.1 PURCHASE ORDER/CONTRACT**

The University will issue a purchase order/contract to the successful bidder incorporating by reference all the terms and conditions of this bid solicitation including bid prices. The actual award of this bid is manifested by the issuance of the purchase order/contract to the successful bidder. The successful bidder is not to assume receipt of an award until the purchase order/contract is issued/executed in writing.

### **5.0 APPROVAL**

A purchase order will be issued as a result of this bid with the understanding that all items delivered must meet the approval of the University official mentioned below. Materials not acceptable will be returned for credit. All approvals are made with the understanding that commodities and materials are in conformance with all aspects of the bid specifications. Approving Official, Stephany Fall, Director of Office of Procurement Services.

### **6.0 POSTING OF BID DOCUMENT/BID TABULATION**

- a. Any protest concerning this solicitation shall be made in accordance with section 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted to the address in this paragraph

- b. Bid tabulations with recommended awards will be posted for review by interested parties on the Purchasing Website: <http://www.famu.edu/index.cfm?a=Purchasing&p=Solicitations> and will remain posted for a period of seventy-two (72) hours (three (3) business days). The tabulation will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted to the address in this paragraph.

All bids/proposals accepted by the University are subject to the University's terms and conditions and any and all additional terms and conditions submitted by the bidders/proposers are rejected and shall have no force and effect. Offers from the bidders listed herein are the only offers received timely as of the opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

- c. **PROTEST** Any notice of protest or formal written protest to the award or intended award which is filed before the bid tabulation posting is null and void. To be considered, a notice of protest or formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.

The University reserves the right to reject any and all bids as may be required in the best interest of the University.

- e. Any notice of protest or formal written protest to any amendment issued by the University must be filed within the time limits set forth in Section 120.57(3) (b), F.S.

## **7.0 NOTICE OF BID/PROPOSAL, SPECIFICATIONS PROTEST, BONDING REQUIREMENT**

Any person or company/business who files an action protesting the bid document or a decision or intended decision pertaining to bids/proposals, administered by the University pursuant to Section 120.57(3)(b), Florida Statutes, shall post with the University at the time of filing the formal written protest, a BOND payable to the University in an amount equal to ten (10) percent of the total volume of the contract or \$10,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE**

**THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

## **8.0 PAYMENT TERMS**

Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P. O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice or the goods or services are received, inspected and approved, a separate interest penalty set by the Florida Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain applicable interest rate, contact the University's Accounting Department at (850) 561-2978. Payment to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .02740%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the



University. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency or by calling the State Comptroller's Hotline, 1-800-848-3792. Further, the disbursement of funds from grants and aids for lobbying the legislature or a state agency is prohibited.

## **9.0 CANCELLATION**

The purchase order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the University's performance standards.

### **9.1 RIGHT TO TERMINATE**

In the event that any of the provisions of a contract resulting from the bid award are violated by the successful bidder, the University may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all violation(s) shall not be affected by any such termination.

### **9.2 TERMINATION FOR CONVENIENCE**

The University, by written notice to the Contractor, may terminate the Contract in whole or in part when the University determines in its sole discretion that it is in the University's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profit

## **10.0 AVAILABILITY OF FUNDS**

The obligations of the University under the resulting contract/purchase order are subject to the availability of funds lawfully appropriated for its purposes by the Florida Legislature or specifically allotted for the purposes stated herein.

## **11 PRICES**

Firm prices shall be bid and include **all services rendered to the purchaser. The University will not allow additional prices if they were not initially included in your proposal reply. Therefore, the proposer must include all cost associated with this transaction.**

## **12.0 CONTRACTOR'S INSURANCE**

The successful bidder (Contractor) shall be required to furnish a commercial general liability policy and commercial automobile liability policy of insurance protecting the University and the public against bodily injury and property damage, and professional liability (when required). The successful contractor shall also furnish worker's compensation coverage for employee job related injuries.

The contractor **SHALL NOT** commence any work in connection with this contract until the contractor has obtained all of the appropriate insurance coverage, and said coverage has been verified by the UBOT, protecting the UBOT and the public from any and all liability and property damage hazards

which may result from the performance of this contract by the contractor. The UBOT shall be exempt from, and in no way liable for, payment of any sums of money associated with the contractor's insurance contract. The payment of such funds shall be the sole responsibility of the contractor.

All insurance shall be procured with insurers qualified and duly licensed to transact business in the State of Florida. Florida A&M University Board of Trustees, Florida A&M university, Florida Board of Education and the State of Florida shall be listed as additional insured for general liability and automobile liability coverage. Furthermore, the solicitation number and the name of the specific project must be listed in the 'Descriptions of Operations' section on the Certification of Liability Insurance. The requested coverage must also contain an endorsement giving Florida A&M University Purchasing Department thirty (30) days written notice in advance of any material alteration or cancellation.

The following is a schedule of the required coverage and the minimum policy limits acceptable by the University:

Commercial General Liability  
\$1,000,000 each occurrence  
\$2,000,000 aggregate

Automobile Liability  
Combined Single Limit - \$1,000,000 each occurrence

Worker's Compensation and Employer's Liability  
Worker's Compensation limit of liability as provided by  
Florida Statutes Chapter 440.  
Employer's Liability \$500,000

Professional Liability  
\$1,000,000 per occurrence

Evidence of the required insurance coverage must be provided to Florida A&M University , Office of Procurement Services, 2380 Wahnish Way, Room 214, Tallahassee, FL 32307; Attention: Director of

Procurement Services.. Such evidence shall to be submitted/included with bid at the time of bid opening.

### **13.0 PUBLIC ENTITY CRIMES**

Any person submitting a bid or proposal in response to this invitation must comply with SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

### **14.0 IDENTICAL TIE BIDS**

Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Procedures for processing tie bids, such as flipping a coin or drawing straws publicly and in the presence of witnesses, will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statute or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free work-place through implementation of this section.

In addition, if two equal responses to an invitation to bid or request for proposals are received and one response is from a certified minority-owned firm or company, the University will enter into a contract with the certified minority business. Finally, the bid/proposal, which relates to commodities manufactured within the State of Florida or from any foreign manufacturer with a factory in the State employing over 200 employees working in the State, shall be given preference over the bid/proposal from any other bidder/proposer and any other foreign manufacturer, respectively.

As the person authorized to sign this bid document and bind the company/firm/business, I certify that this firm complies fully with the above requirements, and that proof will be provided upon request. Failure to submit proof within five (5) days of request by the University will result in disqualification as a bidder.

## **15.0 EQUAL OPPORTUNITY STATEMENT**

The State University System believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.

Vendors and Contractors providing goods/services to the University are encouraged to take positive steps to assure that their personnel do nothing of a racially offensive nature during the performance of the contract. Racially offensive conduct by contractors and suppliers of goods/services to the University is forbidden by Rule 6C3-10.103 FAC. Further, Rule 6C3.125 FAC, Discrimination, Harassment, Complaint Procedures provides steps for filing a complaint involving either discrimination or harassment. For assistance, contact the University Director or Assistant Director of Purchasing.

## **16.0 ACCOMMODATIONS FOR DISABILITIES**

If an accommodation is needed in order to participate in this bid opening, please contact the Purchasing Department at (850) 599-3203 at least seven (7) days prior to the opening date.

**17.0 FORCE MAJEURE** - No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

## **18.0 AMENDMENT**

A written amendment may be issued prior to the bid opening which may modify, supplement or interpret any portion of this Invitation to Bid. No verbal or written information from other sources are authorized as representing the University. ALL DOCUMENTS WILL BE POSTED ON <http://www.famu.edu/index.cfm?Purchasing&Solicitations>

## **19.0 INTERPRETATION**

No interpretation of the meaning of the drawings, specifications, bidding documents, any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Each request shall be made in writing, addressed to the Purchasing Staff mentioned in the Special Conditions Section, paragraph 2.0, page 5.

In case the University finds it necessary to supplement, modify or interpret any portion of the bidding documents prior to the bid opening date, a written addenda will be issued to the Invitation to Bid which will be post on the University's Website. ALL DOCUMENTS WILL BE POST ON <http://www.famu.edu/index.cfm?Purchasing&Solicitations>

## **20.0 CONFLICT OF INTEREST**

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

## Section #2 – Special Conditions

### Florida A&M University Technical Specifications Charter Bus Service for Florida A&M University

The Florida A&M University Athletic Department is requesting prices for charter bus service for transporting its Football team and Student Government Association for the 2012 season. The Florida A&M University Department of Intercollegiate Athletics maintains a philosophy of excellence for its athletic programs and enjoys a fine sports tradition. The charter buses that transport the University believes that its student athletes, students and coaching staff are psychologically affected by the knowledge that they will travel safely arrive on time and rested for a competitive sports event that requires their best performance. Therefore, the University expects the successful vendor to share the University's philosophy in providing excellence in its buses offered and its customer service as well as in the quality of the buses bid.

**2.2.1 Specifications** - Bidders are required to meet or exceed the specification below:

#### **A. BUS SPECIFICSTIONS:**

1. All buses must be model year 2006/2010 or newer and equipped with anti-lock brakes.
2. All buses must be Extra-Wide body, 102' buses.
3. All buses must seat fifty-four (55) to fifty-seven (57) passengers unless otherwise stated.
4. All buses must be identical in exterior appearances (logo, colors and markings, etc).
5. All buses must have individual overhead air controls.
6. The exterior of the bus must be well painted and clean with no signs of damage.
7. The interior of the bus must be clean with upholstery and flooring in good condition.
8. Restroom facility must be completely functioning and clean. Restrooms must be serviced as often as necessary to avoid offensive odors in the rear portion of the bus.
9. Air conditioning and heating must be in excellent working order.
10. All buses must have a DVD and at least four (4) to six (6) monitors per bus that are in excellent working order.
11. Overhead parcel racks inside the bus.
12. All buses must have the bus storage/baggage compartments with locks.
13. All charter buses provided for the scheduled trips **MUST** be in good condition and meet all Department of Transportation Federal Highway Administration rules, regulations and guidelines. All maintenance records for buses to be provided must be available to the University for inspection.
14. If an inspection of your bus or buses is requested by the University, the inspection should take place within ten (10) working days of request. The records for the bus or buses **MUST BE WITH THE BUS OR BUSES AT THE TIME OF THE INSPECTION.** Failure to provide these records will eliminate your bid from consideration.
15. Vendor will be responsible for compliance with all DOT/FHWA regulations with regard to their service for the Florida A&M University Athletic Department charter bus trip. If more than one (1) driver per bus is needed based on the bid itinerary, it is the vendor's responsibility to determine this need.

16. Any **back up or replacement buses** must meet the same criteria as originally required in the bid specifications.
17. All buses must have proper disposable trash bags to store trash from snacks eaten by the passengers on the bus.

**B. CELL PHONES:**

Every bus used for The Florida A&M University Athletic Department **MUST** have a functioning cell phone with each driver at all times. Failure to provide cell phones will eliminate your bid from consideration.

**C. CONVOY REQUIREMENTS:**

The Florida A & M University Football team and Student Government Association is a large group requiring from 2 to 3 buses to travel in a convoy. It is very important for safety and efficiency purposes that the successful bidder be proficient in moving a large convoy with drivers well trained in this type of movement.

**D. DRIVERS SLEEPING ACCOMMODATIONS:**

Driver's Rooms will be reserved for game sites away from Tallahassee, at team headquarters. **TWO SINGLE ROOMS (1 DRIVER PER ROOM) WILL BE RESERVED AT THE UNIVERSITIES EXPENSE.**

**E. DRIVERS MEALS:**

The successful vendor is responsible for ensuring that all drivers' meals are covered. The university is not liable for providing meals to drivers.

**F. CAMPUS LOADING LOCATION:**

Every pickup and drop off will be designated in the trip itinerary. The team Travel Coordinator will advise of any adjustments once team and buses are on site.

**G. CONTACT PERSON:**

The successful vendor is responsible for contacting the team contact person upon receipt of the purchase order and again within seven (7) days prior to departure. Contact person will be provided with the purchase order.

**H. TRIP CONFIRMATION:**

The successful vendor must confirm charter bookings with the University Purchasing Department within twenty-four (24) hours after receipt of purchase order.

**I. DRIVER SERVICE:**

- a. Drivers **MUST** be dressed in Professional Bus Driver uniform at all times, while transporting the University team and personnel. Drivers must wear company supplied name tags at all times while transporting the University team and personnel. Street clothes are totally unacceptable.
- b. Drivers **MUST** stay in the same hotel as the team on overnight trips to be available to transport the team and personnel to and from the hotels for practices, games, meals and other functions.
- c. Drivers **MUST NOT** leave the team, without permission for the group leader.
- d. Drivers and buses must be on-site no later than thirty (3) minutes to one (1) hour prior to departure times as specified to the group leader's itinerary. Written itinerary will be supplied prior to the trip.

- e. Each driver MUST have a cell phone and be available for contact at any time during the trip. Drives May be expected to make multiple shuttle trips, when the need arises. No limit shall be placed on the number of people per shuttle trip, as this transportation will be needed as determined by the University person in charge of the trip. Your bid price MUST include allowances for these shuttle trips as well as the road trip from the original departure point to the event location to the return destination point.
- f. Drivers should obtain directions and May out travel for all destinations, prior to departing, including travel within a city. It is the vendor's responsibility, not the coaches' responsibility to provide maps or directions.
- g. Drivers are expected to have a pleasant, encouraging attitude and provide excellent professional service.
- h. Drivers are at no time to discuss or request gratuity from coaches, staff or students.
- i. Drivers will schedule smoke breaks at the same time the team stops for meals, snacks or restroom breaks.
- j. The successful vendor is responsible for communicating the bid requirements to their driver(s) prior to the trip.

### 2.2.2 Contractor's Requirements

- a) The contractor will provide the number of buses requested as per pages 18-19 for each travel date.
- b) The contractor will provide two (2) buses for football team and four (4) buses for Student Government Association travel dates, including transportation to and from the Tallahassee Regional Airport. **The University will require a minimum of 56 seats per bus, not older than 2006, and the bus must have VCR/DVD and wireless internet capabilities.**
- c) Bidders must certify with their bid response that they will furnish a replacement bus of the same seating capacity within three to one hour of a trip being delayed for any reason other than inclement weather along route of the charter trip, between the point of origin and destination that cannot be driven through or bypassed safely. This exclusion applies to buses carrying passengers and not empty/deadhead buses.
- d) The successful contractor will be responsible for having the buses at the appointed places, dates and times.
- e) The successful contractor will furnish a complete seating chart to the Athletic and Student Government Association Department at the time the contract/purchase order is issued.
- f) The price per bus must be firm and inclusive of all related charges including, but not limited to, excise taxes, passenger facility charge, other federal fees, fuel surcharge, tolls, insurance fees and security fee. The University will not allow price increases unless such charges are mandated by state or federal regulations. The University is the certificate holder of the Florida Tax Exemption No. 47-00-025014-57C and Federal Excise No. S9-73-0209K.
- g) The price, schedule or any other aspect of the services to be provided must not be contingent upon trips with other schools/universities.
- h) The contractor will not subcontract the services unless it has prior written approval from the University.
- i) The bidder must be properly licensed/registered at the time of the bid opening in order to do business. The proposer must comply with all local, state, and federal rules and regulations

applicable to the line of business they are in and must adhere to professional standards and use due care in performing all services required under this agreement in a manner consistent with generally accepted procedures for chartered bus transportation. The University retains the right to ask and receive proof of license/registration from the bidder after the bid opening date/time or prior to execution of the contract. Proof must be submitted within (10) calendar days of request. Failure to provide the proof requested within the time will be sufficient reason for contract termination at the option of the University.

### **2.2.3 University's Requirements**

- a) Payment - The University will make a down payment of 50 percent of the contracted amount (30) calendar days prior to the schedule trip. The University, upon boarding in Tallahassee per round trip, will pay the balance. The University will consider different payment terms if they are reasonable and not contrary to state regulations. It is anticipated that a purchase order will be issued to the successful contractor to obligate the funds that will be used to pay for each round trip. July 8, 2010 is the earliest date for the University to obligate fund for the Fiscal Year 2010-2011
- b) Award Notification - The University will notify the successful bidder of the award on or about (30) days after the bid opening.
- c) Indemnification - The State of Florida cannot agree to indemnify (hold harmless) the contracting party. Any such clause cannot be part of the contract/agreement.
- d) Insurance - The State of Florida has limited authority to purchase insurance. Any clause requiring the University to purchase insurance cannot be part of this contract/agreement.
- e) The University will not be part of any contractor's activities involving bankruptcy, insolvency and receivership. The contractor will remain an independent contractor for the life of this transaction.
- f) The University cannot agree to any contractual term regarding liability or damages. The University will consider contractor's terms and conditions so long as they do not contradict University policies and state regulations. The contractor has an opportunity to submit contract documents for consideration by the University.
- g) The University will provide the contractor with the times and dates of departure/arrival. The information below is an estimated schedule for use during the bidding process. However, it reflects, with reasonable certainty, departure and arrival information.
- h) Cancellation - In case events or circumstances beyond the control of either party do not permit the discharge of the contractual obligations by the parties, neither the University nor the contractor will be bound to the agreement.
- i) If the University cancels a trip within (30) calendar days of the scheduled trip, the University May be liable for 50 percent of the contracted amount applicable to the cancelled trip.
- j) If the university cancels a trip between 31 and 60 calendar days, the University May be liable for 20 percent of the contracted amount applicable to the cancelled trip.
- k) There will be no cancellation charges assessed to the University if the trips are cancelled (61) calendar days or more from the trip



## 2.2.4 SUBMITTALS

Bidders are required to submit the documentation listed below with their bid reply. The bids are to be in a sealed envelope, marked with the bid number, title, opening date and time for identification that it is a sealed bid.

1. Invitation to **Bid Acknowledgment Form**, page 1, completed, executed and signed. Also a contact name(s) and title of the individual(s) responsible for the company(s) proposal during the ITB process, including phone, fax and email.
2. Submit the **Price Sheet** including the break-down of all costs for each charter including fuel, security, taxes and fees. Identify all variable costs and include a timeline for all deposits, fuel invoices and payments. Also include any non-financial compensation contributions such as sponsorships, scholarships, marketing, advertising, student employment, internships, and any other such programs.
3. Submit a **statement** with your bid response indicating that the company will furnish a replacement of the same seating capacity within one (1) hour of a delayed for any reason other than inclement weather along route, between the point of origin and destination.
4. Submit you **company's payment terms** that involve applicable deposit and payment of remaining balance if they are different than those University's terms. The University will consider different payment terms if they are reasonable and not contrary to state regulations.
5. Submit a **comprehensive and detailed plan** for servicing Florida A&M University (FAMU) bus charter service. Include any information regarding the bus charter, operator, security and safety reports, licenses, certifications, insurance, and other pertinent information regarding the service to the University.
6. A **listing of all the company's current higher education clients** and any other appropriate clients of similar size and a scope to the service operation stated herein. Please include the name, address, telephone and email of the client contract administrator.
7. Copy of required Insurance
8. Notice of Conflict of Interest, Non-Collusion and Statement of No Involvement

Each Bidder is responsible for ensuring that its bid is delivered at the proper time and place. The University shall not consider late bids. BIDS MUST BE RECEIVED AT THE OFFICE OF PROCUREMENT SERVICES, 2080 Wahnish Way, Suite 214, Tallahassee, FL 32307 or before 2:00 PM on July 26, 2012.

**Florida A&M University  
Purchasing Department**

**Price Sheet, Bid No. #0019-2012**

<b>GAME DATE</b>	<b>OPPONENT</b>
Game 1. August 31, 2012	Tennessee State University
Game 2. September 07, 2012	University of Oklahoma
Game 3. September 21, 2012	Delaware State University
Game 4. September 28, 2012	Southern University
Game 5. October 5, 2012	Howard University
Game 6. November 2, 2012	North Carolina A&T University
Game 7. November 16, 2012	Bethune Cookman University

GROUP 1: TRANSPORTATION FROM TALLAHASSEE, FL TO AWAY GAME SITE AND RETURN TO TALLAHASSEE. This includes transportation from Tallahassee, FL to the away game site, local transportation at away game site and return to Tallahassee. Request also includes transportation to and from hotel, practices, meals, entertainment and the game. Vendor must quote round trip price for all charters.

**FOOTBALL TEAM /COACHES/MANAGERS/TRAINERS/STAFF**

	<u>No.of Buses</u>	<u>Price/Bus</u>	<u>Total Price</u>
<b>Tennessee State University</b>			
Nashville, Tennessee	(1)		
Depart: 8/31/2012 from: Galimore Fieldhouse 10:30am- 12:00pm. To Tallahassee, FL Airport (TLH)			
Return: 9/2/2012 (TBD) from: Tallahassee, FL Airport to Galimore Fieldhouse		\$ _____	\$ _____
<u>*Option to acquire another bus if needed. The department must notify (7) days before event</u>			

<b>University of Oklahoma</b>			
Norman Oklahoma	(1)		
Depart: 9/07/2012 from: Galimore Fieldhouse 10:30a.m- 12:00pm. to Tallahassee, FL Airport			
Return: 9/09/2012 (TBD) from: TLH Airport to Galimore Field house		\$ _____	\$ _____
<u>*Option to acquire another bus if needed. The department must notify (7) days before event</u>			

<b>Delaware State University</b>	<u>No.of Buses</u>	<u>Price/Bus</u>	<u>Total Price</u>
	(1) 55/57passenger		
<b>Wilmington Delaware</b>			

Depart: 9/21/2012 from: Galimore Fieldhouse 10:30a.m.- 12:00pm.  
to Tallahassee, FL Airport

Return: 9/23/2012 (1:45a.m.) from: Tallahassee, FL Airport to Galimore Fieldhouse \$ \_\_\_\_\_ \$ \_\_\_\_\_

\*Option to acquire another bus if needed. The department must notify (7) days before event

<b>Southern University</b>	<u>No.of Buses</u>	<u>Price/Bus</u>	<u>Total Price</u>
	(2) 55/57passenger		
<b>Atlanta, Georgia</b>			

Depart: 9/28/2012 from: Galimore Fieldhouse 7:00am- TBD.  
to Atlanta, GA

Return: 9/26/2012(TBD) from: Atlanta, GA to TLH, Galimore Fieldhouse \$ \_\_\_\_\_ \$ \_\_\_\_\_

\*Option to acquire another bus if needed. The department must notify (7) days before event

<b>Howard University</b>	<u>No.of Buses</u>	<u>Price/Bus</u>	<u>Total Price</u>
	(1) 55/57passenger		
<b>Norfolk, VA</b>			

Depart: 10/5/2012 from: Galimore Fieldhouse 10:30A.M. 12:30pm.  
to Tallahassee, FL Airport

Return: 10/6/2012(TBD) from: Tallahassee, FL Airport to Galimore Fieldhouse \$ \_\_\_\_\_ \$ \_\_\_\_\_

\*Option to acquire another bus if needed. The department must notify (7) days before event

<b><u>North Carolina A&amp;T University</u></b>	<u>No.of Buses</u>	<u>Price/Bus</u>	<u>Total Price</u>
	(1) 55/57passenger		
<b>Greensboro, North Carolina</b>			

Depart: 11/2/2012 from: Galimore Fieldhouse 10:30A.M. 12:30pm.  
to Tallahassee, FL Airport

Return: 11/3/2012(TBD) from: Tallahassee, FL Airport to Galimore Fieldhouse \$ \_\_\_\_\_ \$ \_\_\_\_\_

\*Option to acquire another bus if needed. The department must notify (7) days before event

**Bethune Cookman University**

**No.of Buses**  
**(2) 55/57passenger**

**Price/Bus**      **Total Price**

Orlando, Florida

Depart: 11/16/2012 from: Galimore Fieldhouse 6:30am- TBD  
to Orlando, FL

Return: 11/17/2012(TBD) from Orlando, FL to Tallahassee, FL

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**\*Option to acquire another bus if needed. The department must notify (7) days before event**

**Note:** The price per bus must be firm and inclusive of all related charges including, but not limited to, excise taxes, passenger facility charge, other federal fees, fuel surcharge, tolls, insurance fees and security fee. The University will not allow price increases unless such charges are mandated by state or federal regulations. The University is the certificate holder of Florida Tax Exemption No. 47-00-025014-57C and Federal Excise No. S9-73-0209K.

**STUDENT GOVERNMENT ASSOCIATION  
2012-2013  
FLORIDA A&M UNIVERSITY  
BUS CHARTERS  
PRICE SHEET**

**STUDENT GOVERNMENT ASSOCIATIONS COACHES**

GROUP 2: TRANSPORTATION FROM TALLAHASSEE, FL TO AWAY GAME SITE AND RETURN TO TALLAHASSEE. This includes transportation from Tallahassee, FL to the away game site, local transportation at away game site and return to Tallahassee. Request also includes transportation to and from hotel. Vendor must quote round trip price for all charters

	<u>No.of Buses</u>	<u>Price/Bus</u>	<u>Total Price</u>
<b>Game 1 Southern University</b>			
<b>(4)Buses Required for Trip 55/57passenger Atlanta, Georgia</b>			
<b>Depart: 09/28/2012 from: Bragg Stadium 9:30am- To Atlanta, GA</b>			
<b>Return: 09/30/2012 9:00PM from: Atlanta, GA to Tallahassee, Bragg Stadium</b>			
<b><u>*Option to acquire another bus if needed. The department must notify (7) days before event</u></b>			
		\$ _____	\$ _____

	<u>No.of Buses</u>	<u>Price/Bus</u>	<u>Total Price</u>
<b>Game 2</b>			
<b><u>Bethune Cookman University</u></b>			
<b>(4)Buses Required for Trip 55/57passenger Orlando, Florida</b>			
<b>Depart: 11/16/2012 from: Galimore Fieldhouse 9:30am To Orlando, FL</b>			
<b>Return: 11/17/2012 9:00p.m. from Orlando, FL to Tallahassee, FL, Bragg Stadium</b>			
<b><u>*Option to acquire another bus if needed. The department must notify (7) days before event</u></b>			
		\$ _____	\$ _____

**AMENDMENTS ISSUED BY THE UNIVERSITY**

Failure to acknowledge receipt and compliance with the amendments issued by the University will result in disqualification.

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_  
YOUR INITIALS

\_\_\_\_\_  
COMPANY'S NAME

\_\_\_\_\_  
TYPE THE NAME OF THE AUTHORIZED REPRESENTATIVE  
TO BIND THE COMPANY INTO A CONTRACT/PURCHASE  
ORDER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
FEID NO./SOC. SEC. NO. (ENTER APPLICABLE NUMBER)

\_\_\_\_\_  
Phone number                      Fax number

\_\_\_\_\_  
Email address

# NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I state that I \_\_\_\_\_ of \_\_\_\_\_,  
(Name) (Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm, and its owner, directors, and officers. I am the person responsible in my firm for the price(s), the amount of this Response, and the preparation of the Response. I state that:

1) The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential Provider, bidder, or potential bidder.

2) Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, bidder, or potential bidder, and they will not be disclosed before bid opening.

3) No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices) in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4) The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5) \_\_\_\_\_, its affiliates, subsidiaries, officers, director, and employees  
(Name of Firm)

are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations, are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the State of Florida of the true facts relating to the submission of Responses for this contract.

\_\_\_\_\_  
Signature Title Company

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Notary

STATE OF \_\_\_\_\_

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

**STATEMENT OF NO INVOLVEMENT**

I, \_\_\_\_\_, as an authorized representative of the aforementioned company, certify that no member of this firm or any person having any interest in this firm has been involved with the Florida A&M University to assist it in:

- 1) Developing this Invitation to Bid; or,
- 2) Performing a feasibility study concerning the scope of work contained in this Invitation to Bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



**NOTICE OF CONFLICT OF INTEREST**

Company or Entity Name \_\_\_\_\_

For the purpose of participating in the Invitation to Bid process and complying with, the provisions of Chapter 112, *Florida Statutes*, and University Regulation 6.002, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the Florida A & M University or Users:

_____	_____
_____	_____
_____	_____

The persons listed below are current University employees who own an interest of five percent (5%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

The above information is true and correct to the best of my knowledge. Signed on this \_\_\_\_\_, day of, \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title