1. EXECUTION OF BID: Bids must contain an original manual signature of the authorized representative in the space provided above. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the 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 bidder 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 procurement 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. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the bid receipt and other generic administrative information may be announced and recorded on the bid opening date. The contents of the bids will be kept confidential for 30 calendar days, or date of award, whichever is sooner. NOTE: Bid tabulations will be posted on the University’s website or furnished upon written request with an enclosed, self-addressed, stamped envelope. Bid 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.
   b) 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.
   c) DISCOUNTS: Cash discount for prompt payment shall not be considered in

5. DISCOUNTS: Cash discount for prompt payment shall not be considered in

6. POSTING OF BID TABULATIONS
   Bid tabulations with recommended awards will be posted for review by interested parties on Procurement Services Website at http://www.famu.edu/index.cfm?section=purchasing&subsection 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.
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 bids 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 wishes to protest such decision, or the intended decision shall file a protest in accordance 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 bid and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprocurement 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 reprocurement 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, performance, and completion of any contract awarded hereunder. Bin any event, the University reserves the right to cancel any and all bids or contracts which are determined to be non-compliant 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.

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 pass to the successful proposer at the time the University receives the delivery. Until such time, title and risk of loss or damage shall remain with the contractor. The University, unless otherwise notified by the contractor, may reserve the right to inspect the contractor’s facility at any time, or send representatives, or any other person, natural or otherwise; and lack of knowledge by any representative, or any other person, natural or otherwise, of such inspection will not 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 loss 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 proceedings. 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 require, in its discretion, a letter of credit or cash bond in an amount equal to 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.
ATTACHMENT

INVITATION TO BID

Florida A&M University (FAMU)
(Charter Bus 2016 Football Season Bid)

ITB No.:  #0015-2016

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@famu.edu

Website:  
http://www.famu.edu/index.cfm?a=Purchasing&p=Solicitations
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0.0 CALENDAR OF EVENTS

INVITATION TO BID NO: 0015-2016

BID TITLE: FLORIDA A&M UNIVERSITY (FAMU) CHARTER BUS 2016 FOOTBALL SEASON

OPENING DATE: JUNE 14, 2016 TIME: 2:00 P.M.

PURPOSE: THE PURPOSE OF THIS SOLICITATION IS TO ACQUIRE ROUND TRIP BUS TRANSPORTATION FOR FLORIDA A&M UNIVERSITY (FAMU) FOOTBALL TEAM. 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.

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<tr>
<td>06/10/2016</td>
<td>DEADLINE FOR SUBMITTING QUESTIONS AND/OR INQUIRIES IN WRITING ONLY; PREFERABLY BY EMAIL TO <a href="mailto:ELANA.ANDERSON@FAMU.EDU">ELANA.ANDERSON@FAMU.EDU</a> AND <a href="mailto:PURCHASING@FAMU.EDU">PURCHASING@FAMU.EDU</a></td>
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<tr>
<td>06/11/2016</td>
<td>RESPONSES TO INQUIRIES AND ADDENDA, IF ANY, WILL BE POSTED ON FAMU WEBSITE: <a href="HTTP://WWW.FAMU.EDU/INDEX.CFM?A=PURCHASING&amp;P=SOLICITATIONS">HTTP://WWW.FAMU.EDU/INDEX.CFM?A=PURCHASING&amp;P=SOLICITATIONS</a></td>
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<td>06/14/2016</td>
<td>DEADLINE FOR PROPOSAL SUBMISSION AT 2:00P.M. (ITB OPENING)</td>
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<td>OFFICE OF PROCUREMENT SERVICES, 2380 WAHNISH WAY,</td>
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<td>ROOM 214, TALLAHASSEE, FLORIDA 32307</td>
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1.0 SPECIAL CONDITIONS

1.1 INVITATION TO BID/PROPOSAL FORM

All bids/proposals, Invitation to Bid/Bidder Acknowledgement forms must be submitted to the Florida A&M University in order to be considered for this 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 this Section are numbered for the convenience of the University.

1.2 UNIVERSITY PURCHASING STAFF

The Office of Procurement Services 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 mentioned below: Elana Y Anderson, (850) 599-3203, E-mail: Purchasing@famu.edu

1.3 NOTICES TO VENDORS/CONTRACTORS

The employment of unauthorized aliens by any Vendor/Contractor are 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.

1.4 STATE LICENSING REQUIREMENTS

All corporations seeking to do business with the State of Florida shall, at the time of submitting a response to this solicitation, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to FAMU when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this solicitation, if any. Partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes.

A Certificate of Good Standing shall be required indicating that the Bidder is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State’s Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850)245-6051; or www.sunbiz.org

1.5 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.
1.6 TERM OF CONTRACT

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

1.7 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.

1.8 APPROVAL

A purchase order/contract 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

1.9 POSTING OF BID DOCUMENT/BID TABULATION

a. Any protest concerning specifications to a 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.

d. 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.

1.10 NOTICE OF 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.**

1.11 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 University Controller Office at (850) 561-2978? Further, the disbursement of funds from grants and aids for lobbying the legislature or a state agency is prohibited.

1.12 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.

1.13 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.

1.14 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 profits.

1.15 **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.

1.16 **PRICES**

The contractor will provide all painting materials and supplies. Painting supplies must be approved prior to the start date. The University will not allow price increases unless such charges are mandated by state or federal regulations. 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 bidder must include all cost associated with this transaction.

1.17 **CONTRACTOR’S INSURANCE**

The successful bidder (Contractor) shall be required to furnish a commercial general liability policy and commercial or personal 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 (University Board of Trustees) 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 Office of Procurement Services 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, Suite 214, Tallahassee, FL 32307; Attention: Director of Procurement Services. Such evidence shall to be submitted/included with bid at the time of bid opening.

1.18 PUBLIC ENTITY CRIMES

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

1.19 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:

a. 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.

b. 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.

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

d. 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 contender 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.

e. 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.

f. 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.

g. 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.

1.20 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 Office of Procurement Services.

1.21 ACCOMMODATIONS FOR DISABILITIES

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

1.22 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.

1.23 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

1.24 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 and addressed to the Procurement Staff mentioned in the Special Conditions Section 1.2 page 6.

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

1.25 RERSERVED

1.26 RERSERVED

1.27 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.

1.28 PRICE PREFERENCE FOR 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 "principal place of business" is the State of Florida.

a. A vendor’s principal place of business” is determined as follows:

1. If the vendor is an individual or a sole proprietorship, then its “principal place of business” is in state where the vendor's primary residence is located.

2. If the vendor is a business organization, then its “principal place of business” is in the state where the majority of the vendor’s executive officers direct the management of the vendor’s business affairs.

b. Personal Property: When the lowest responsible and responsive bid or bid is submitted by a bidder or bidder 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 bid, 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 bidder has its principle place of business. If the lowest responsive and responsible bidder or bidder 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/bidder having a principle place of business in Florida shall be 5 percent.

c. Bidders or bidders whose principle place of business is outside the state of Florida must include, with their Bid or ITB response document, a written statement, signed by an attorney at
law licensed to practice in the bidder or bidder’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.

1.29 SUBMITTAL

Submit the original bid in a sealed envelope. The face of the envelope shall indicate Office of Procurement Services address, the Invitation to Bid number, and date and time of the bid opening. Bids not submitted on the forms included with these solicitation documents shall be rejected.

a. Invitation to Bid Acknowledgement Form, completed and signed
b. Business License
c. Copy of required insurance
d. Reserved
e. Three (3) references; including name of company, contact person and phone number
f. Notice of Conflict of Interest
g. Price, Acknowledgment of amendments form issued by the University
h. Non Collusion
i. State 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 P.M. on 05/28/2016.
2.0 TECHNICAL SPECIFICATIONS - Bidders are required to meet or exceed the specification below:

The Florida A&M University Athletic Department is requesting prices for charter bus service for transporting its Football team for the 2016/2016 academic year. 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.

2.1 BUS SPECIFICATIONS:

A. BUS

1. All buses must be model year 2010/2012 or newer and equipped with anti-lock brakes, (prefer newer models).
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 the following
   - a DVD and VCR with at least four (4) to six (6) monitors per bus that are in excellent working order;
   - WiFi
   - PA system
   - Comfortable reclining seats
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.

I. 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.

II. 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. Drives 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 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 2012, 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.

g. 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.

h. The price, schedule or any other aspect of the services to be provided must not be contingent upon trips with other schools/universities.

i. The contractor will not subcontract the services unless it has prior written approval from the University.

j. 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 charted 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.

2.3 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, 2016 is the earliest date for the University to obligate fund for the Fiscal Year 2016-2017

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.

### 2.4 REQUIRED PROPOSAL FORMAT

a. The bidder shall not alter the ITB in any way and shall not reproduce all or any part of the ITB in its proposal document. The contract, if any, resulting from this ITB shall attach the entire ITB and incorporate the ITB by reference.

b. To facilitate analysis of its proposal, the bidder must prepare its proposal in accordance with the instructions outlined in this section. If bidder’s proposal deviates from these instructions, such proposal may, in FAMU’s sole discretion, be REJECTED.

c. FAMU EMPHASIZES THAT THE BIDDER CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The bidder must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters that the Bidder wishes FAMU to take into consideration in reviewing the proposal. Bidder’s response to this ITB must be sent to FAMU’s Authorized Representative at the address listed in Section 2.0 above.

### 24.1 Proposal Sections

a. The bidder shall organize its proposal into the following major sections.

d. 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. Each Respondent must submit one (1) signed original Response, seven (7) paper (hard) copies of the original signed Response, and one (1) electronic media (USB Drive) with the Response in either the Microsoft Word or Adobe PDF format.

e. Invitation To Bid Acknowledgment Form, page 1, completed, executed and signed.

f. Price Sheet including acknowledgment of amendments issued by the University.

g. Copy of required license and background information

h. Copy of required insurance.

i. Each Proposer shall submit evidence of qualifications and reference. Vendor must have been in business for a minimum of three (3) years. Vendor must include one (1) account that are similar in size and have comparative programmatic complexity. Florida A & M University reserves the right to contact these businesses, institutions, etc.
## 3.0 APPENDIX - FORMS

### Football Schedule and Departure Times 2016

<table>
<thead>
<tr>
<th>DATE</th>
<th>TEAM</th>
<th>LOCATION</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/02-03/2016</td>
<td>Miami</td>
<td>@ Sun Life Stadium Miami Gardens, FL</td>
<td>TBA</td>
</tr>
<tr>
<td>09/09-10/2016</td>
<td>Coastal Carolina **</td>
<td>Conway, SC</td>
<td>TBA</td>
</tr>
<tr>
<td>09/16-17/2016</td>
<td>Tuskegee 5th Quarter Classic -</td>
<td>@ Ladd-Peebles Stadium Mobile, Ala</td>
<td>7:00 PM</td>
</tr>
<tr>
<td>09/23-24/2016</td>
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</tr>
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<td>6:00 PM</td>
</tr>
<tr>
<td>10/07-08/2016</td>
<td>North Carolina Central</td>
<td>@ Durham, NC</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>10/14-15/2016</td>
<td>Delaware St **</td>
<td>@ Dover, Del*</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>10/21-22/2016</td>
<td>Hampton University FAMU Homecoming 2016</td>
<td>Bragg Memorial Stadium Tallahassee, FL*</td>
<td>3:00 PM</td>
</tr>
<tr>
<td>10/28-29/2016</td>
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<td>@Greensboro, NC</td>
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</tr>
<tr>
<td>11/11-12/2016</td>
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<td>Bragg Memorial Stadium Tallahassee, FL</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>11/18-19/2016</td>
<td>Bethune-Cookman Univ</td>
<td>@Orlando Citrus Bowl</td>
<td>TBA</td>
</tr>
</tbody>
</table>

### Florida A&M University Price Sheet 2016

<table>
<thead>
<tr>
<th>Travel Dates</th>
<th>Opponent</th>
<th>Location</th>
<th># of buses/size</th>
<th>Price per bus</th>
<th>Total Cost</th>
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<td>Meets</td>
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</tr>
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<td>Coastal Carolina</td>
<td>Conway, SC</td>
<td>3 **</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/16-17/2016</td>
<td>Tuskegee 5th Quarter Classic -</td>
<td>@ Ladd-Peebles Stadium Mobile, Ala</td>
<td>3 *</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/23-24/2016</td>
<td>South Carolina State Hall of Fame</td>
<td>Bragg Memorial Stadium Tallahassee,</td>
<td>2 *</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Team</td>
<td>Location</td>
<td>Notes</td>
<td></td>
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<tr>
<td>10/30-01/2016</td>
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<td>Bragg Memorial Stadium</td>
<td>2 *</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Tallahassee, FL</td>
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<td></td>
</tr>
<tr>
<td>10/07-08/2016</td>
<td>North Carolina Central</td>
<td>@ Durham, NC</td>
<td>3 **</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/14-15/2016</td>
<td>Delaware St</td>
<td>@ Dover, Del*</td>
<td>3 **</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/21-22/2016</td>
<td>Hampton University FAMU</td>
<td>Bragg Memorial Stadium</td>
<td>2 *</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Homecoming 2016</td>
<td>Tallahassee, FL</td>
<td></td>
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<tr>
<td>10/28-29/2016</td>
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<td>@Orlando Citrus Bowl</td>
<td>3 *</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Denotes home games – only 2 buses will be needed. Will need to transport team to hotel in Bainbridge, GA. Overnight transportation required.

**Denotes games with flights involved. Will need transportation to Tallahassee airport and ground transportation at arriving airport. Overnight transportation required.(3 buses needed)
3.2

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 that 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 misstatement 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 __________________, 2015.

______________________________
Signature of Notary

STATE OF __________________________

______________________________
Print, Type or Stamp Commissioned Name of Notary Public
Personally known _________ OR Produced identification _________
Type of identification produced
3.4

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 __________________________, 2016.

________________________________________
Signature

________________________________________
Print Name and Title
Florida Department of State
Certificate of Good Standing