INVITATION TO BID
Charter Bus Service

Submit Bids to:
FLORIDA A&M UNIVERSITY
PURCHASING DEPARTMENT
Foote-Hilyer Administrative Center
1700 Lee Hall Drive, Room 208
Tallahassee, Florida 32307-3200
Telephone Number: (850) 599-3203

ITB NO. 7388
BID TITLE:

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MAILING DATE: JUNE 9, 2009

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME:

VENDOR MAILING ADDRESS:

CITY-STATE-ZIP:

AREA CODE: TELEPHONE NUMBER: TOLL-FREE NUMBER:

UNCHANGING (MANUAL)

AUTHORIZED SIGNATURE (TYPED) & TITLE:

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.

GENERAL CONDITIONS

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.

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.

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

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 properly completed invoice is provided to the University.

INVITATION TO BID
Bidder Acknowledgement

BID WILL BE OPENED
June 24, 2009 at 2:30 P.M.

and may not be withdrawn within 45 days after such date and time.

POSTING OF BID TABULATIONS
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.

JUNE 9, 2009
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(6). 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 cause 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.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submit 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 therefrom 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 will be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.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 records of the University and will be retained by the University, whether or not the University accepts the proposal. The University reserves the right to determine in its sole discretion whether any 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 cancellations/termination of any agreement/purchase orders issued.

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 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.

29. FAILURE TO FILE THE PROPER ATTACHMENT AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.
INVITATION TO BID

Charter Bus Service

For

Florida A&M University (FAMU)

ITB No.: #7388

Refer ALL Inquiries to:

Purchasing Department
Florida A & M University
208 Foote-Hilyer Administration Center
Tallahassee, FL 32307
(850) 599-3203 (Office)
(850) 561-2160 (Fax))

E-mail:
Purchasing@famu.edu

Website:
http://www.famu.edu/index.cfm?Purchasing&Solicitations
Expanded Contents

Invitation to Bid

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INVITATION TO BID NO.: #7388

BID TITLE: Charter Bus Service for Florida A&M University (FAMU)

OPENING DATE: June 24, 2009     TIME: 2:30 P.M.

PURPOSE: The purpose of this solicitation is to acquire round trip chartered bus transportation for Florida A&M University (FAMU) Football Team travel. 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.

Calendar of Events

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<tr>
<td>June 24, 2009</td>
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<td>June 29, 2009</td>
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<td>July 02, 2009</td>
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Section #1

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 Purchasing Department 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 Purchasing staff mentioned below: Willie Minton, (850) 599-3203, Fax (850) 561-2160, E-mail: willie.minton@famu.edu

NOTICE 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.

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 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, Purchasing Director.

6.0 POSTING OF BID TABULATION

   a. Bid tabulations with recommended awards will be posted for review by interested parties on the bulletin board outside the Florida A&M University, Purchasing Department, Foote-Hilyer Administration Center, Room 208, Tallahassee, Florida, 32307. 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.

   b. 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.

   c. Posting DATES AND TIME of the bid tabulation will take place as indicated below. If unable to meet this posting schedule, the University will notify the bidders of the recommended
action/award by fax with proof of receipt. The 72 hour period will begin at 5:00 p.m. of the business day on which the faxed notification is acknowledged by the bidder.

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

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.

NOTICE OF BID/PROPOSAL PROTEST, BONDING REQUIREMENT

Any person or company/business who files an action protesting 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.

7.0 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) 410-9724. 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, may be contacted at (904) 488-2924 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.

8.0 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.

8.1 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.

9.0 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.

9.1 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.

10.0 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 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, Purchasing Department, Foote-Hilyer Adm. Ctr., Room 208, Tallahassee, FL 32307; Attention: Purchasing Director. Such evidence is to be submitted for approval not less than ten (10) calendar days prior to the commencement of the term of the agreement.

11.0 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.

12.0 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 Statue 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.

13.0 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.

14.0 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.

15.0 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.

16.0 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.
17.0 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 mailed to all prospective bidders.

18.0 BID BOND

Each bid must be accompanied by a Certified or Cashier’s Check or a bid bond equivalent to one (1) percent of the total base bid. The base bid represents the amount to be considered for award purposes and excludes options and alternates. Alternates and options will be clearly identified in the bid document for the convenience of the bidders. All checks must be made payable to Florida A&M University. Unsuccessful bidder’s checks will be returned upon evaluation and award of the bid. Failure to submit a bond or a check with the bid will result in disqualification.

19.0 PERFORMANCE AND PAYMENT BOND

The successful bidder shall furnish a surety bond as security for faithful performance of services/delivery of products under the purchase order/contract awarded as a result of this bid, and for the payment of all persons performing labor, and furnishing materials in connection therewith. Surety of such bond shall be in an amount equal to the bid. The attorney-in-fact who signs the bond must file with the bond a certificate and effective dated copy of power of attorney. This performance and payment bond in the amount of the bid award must be received by the Director of Purchasing no later than (5) calendar days after notification of award. Failure to provide the bond as specified will result in disqualification and the purchase order/contract will be cancelled immediately.
Section #2 - Special Conditions

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

Florida A&M University
Technical Specifications
Charter Bus Service
Department of Intercollegiate Athletics
Football Team – 2009 Season

The Florida A&M University Athletic Department is requesting prices for charter bus service for transporting its Football Team for the 2009 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 and coaching staff are psychologically affected by the knowledge that they will travel safely, arrive on time and feel rested for a competitive sports event that requires their best performance. Therefore, the Athletic Program expects the successful vendor to share the Department’s philosophy in providing excellence in its buses offered and its customer service as well as in the quality of the buses bid.

A. BUS SPECIFICATIONS:

1. All buses must be model year 2005 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 the University requests an inspection of your bus or buses, 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.
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 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 ATHLETIC DEPARTMENT’S 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. 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 from the group leader.
d. Drivers and buses must be on-site no later than thirty (30) 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 chart out travel routes 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.

1.1 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 each football travel date, including transportation to and from the Tallahassee Regional Airport. The University will require a minimum of 56 seats per bus, not older than 2005, and the bus must have VCR/DVD 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 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 charted air services/air 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.

1.2 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 by _________________ to obligate the funds that will be used to pay for each round trip. _________________ is the earliest date for the University to obligate fund for the Fiscal Year 2009-2010

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 100 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 dates.
2.0 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.

1. Invitation to Bid Acknowledgment Form, completed, executed and signed.

2. Submit the Price Sheet, and acknowledgment of amendments form issued by the University.

3. Submit copy of required Business License.

4. Submit copy of required Insurance.

5. Submit Bid Bond, certified/cashier’s check for Ten (10) percent of the total base bid.

6. Submit three (3) references: including name of company, contact person and phone number.

Florida A&M University reserves the right to contact any References, Businesses, or Institutions submitted.

7. Notice of Conflict of Interest.
Florida A&M University

Price Sheet
Bid No. #7388

A. Football Team 2009 Season

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.

<table>
<thead>
<tr>
<th>FOOTBALL TEAM/COACHES/MANAGERS/ TRAINERS/STAFF</th>
<th>No.of Buses</th>
<th>Price/Bus</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAMU at Tennessee State-Two Buses</td>
<td>(1) 55/57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Atlanta, GA</td>
<td>(1) 36/37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depart: Friday September 25, 2009, TBA</td>
<td>2</td>
<td>$________/ea</td>
<td>$__________</td>
</tr>
<tr>
<td>Return: Saturday, September 26, 2009, following game, TBA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAMU at Miami-Two Buses</td>
<td>(1) 55/57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miami, FL</td>
<td>(1) 55/57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depart: Friday October 9, 2009, TBA</td>
<td>2</td>
<td>$________/ea</td>
<td>$__________</td>
</tr>
<tr>
<td>Return: Saturday, October 10, 2009, following game, TBA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAMU at Bethune- Cookman-Two Buses (1) 55/57</td>
<td>(1) 36/37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orlando, FL</td>
<td>(1) 55/57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depart: Friday November 20, 2009, TBA</td>
<td>2</td>
<td>$________/ea</td>
<td>$__________</td>
</tr>
<tr>
<td>Return: Saturday November 21, 2009, following game, TBA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

GROUP 1 TOTAL  $____________
GROUP 2: LOCAL AIRPORT TRANSFERS FOR AWAY GAMES. This includes round trip transportation to and from the Tallahassee Municipal Airport. Round trip includes transportation to the airport from the Athletic Facility on Friday preceding all away games and the return from the airport on the Saturday of the game. Vendors should spot buses no later than 30 minutes prior to projected arrival of return flight. Vendor must quote round trip price for these trips. Times are TBA.

<table>
<thead>
<tr>
<th>FOOTBALL TEAM/COACHES/MANAGERS/ TRAINERS/STAFF</th>
<th>No. of Buses</th>
<th>Price/Bus</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAMU at Winston Salem State - (1) Bus 55/57 passenger</td>
<td>1 each</td>
<td>$________/ea</td>
<td>$___________</td>
</tr>
<tr>
<td>Depart: Friday September 11, 2009</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return: Saturday September 12, 2009</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAMU at University of Miami - (1) Bus 55/57 passenger</td>
<td>1 each</td>
<td>$________/ea</td>
<td>$___________</td>
</tr>
<tr>
<td>Depart: Friday October 09, 2009</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return: Saturday October 10, 2009</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAMU at South Carolina State - (1) Bus 55/57</td>
<td>1 each</td>
<td>$________/ea</td>
<td>$___________</td>
</tr>
<tr>
<td>Depart: Friday October 16, 2009,</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Return: Saturday, October 17, 2009,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAMU at Morgan State University - (1) Bus 55/57 passenger</td>
<td>1 each</td>
<td>$________/ea</td>
<td>$___________</td>
</tr>
<tr>
<td>Depart: Friday October 30, 2009</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return: Saturday, October 31, 2009,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAMU at Hampton University - (1) Bus 55/57 passenger</td>
<td>1 each</td>
<td>$________/ea</td>
<td>$___________</td>
</tr>
<tr>
<td>Depart: Friday November 13, 2009</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return: Saturday November 14, 2009</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

GROUP 2 TOTAL $___________
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
B. NOTICE OF CONFLICT OF INTEREST

Company or Entity Name  ________________________________________________

For the purpose of participating in the Request for Response 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, ____________________________, 2009.

_________________________________

Signature

_________________________________

Print Name and Title