**INVITATION TO BID**

**Bidder Acknowledgement**

**FLORIDA A&M UNIVERSITY**

Purchasing Department

1700 Lee Hall Drive, Room 208

Tallahassee, Florida 32307-3200

Telephone Number: (850) 599-3203

**Mailing Date:**

July 14, 2009

**Bid Title:**

Multi Purpose Gym Portable Basketball Goal Assembly

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**Vendor Name:**

**Reason For No Bid:**

**Vendor Mailing Address:**

**City-State-Zip:**

**Area Code:**

**Telephone Number:**

**Toll-Free Number:**

**Mail Date:**

**ITB No.:**

7404

**ITB No.:**

**Bid Title:**

**Firm Prices shall be bid and include all Firm prices shall be bid and include all packaging, handling, shipping charges and delivery to any point within the University and State of Florida.**

**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.
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(5). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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

14. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reimbursement 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 reimbursement and cover costs.

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

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

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

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

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

20. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 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 the property of the University and may not be retained by the responding proposer. 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 filing, processing and collecting all damage claims. However, to assist him in the expedited handing of damage claims, the University will:
   a) Record any evidence of visible damage on all copies of the delivering carriers Bill of Lading.
   b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
   c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
   d) Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.

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

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

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

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

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

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

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University has the burden of demonstrating that a valid bond was not or is not in possession. Any 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.

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

Multi-Purpose Gym Portable Basketball Goal Assembly

For

Florida A&M University (FAMU)

ITB No.: # 7404

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& Solicitatons
Expanded Contents

Invitation to Bid

Section #1

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INVITATION TO BID NO.: # 7404

BID TITLE: Multi-Purpose Gym Portable Basketball Goal Assembly, for Florida A&M University (FAMU)

OPENING DATE: July 28, 2009  TIME: 3:30 P.M.

PURPOSE: The Purpose of this solicitation is to acquire goods and services, including the installation of removable gym equipment and its components consisting of: portable basketball goals, goal mounting assemblies, basketball backboard and safety pads, basketball nets, safety devices, and general operational parts and accessories for the Florida A&M University (FAMU) Teaching Gym located in Tallahassee, Florida. 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 Multi Purpose Gym Equipment manufacturers. The timeline for completion delivery and installation) is September 15, 2009.

Calendar of Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
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<tbody>
<tr>
<td>July 14, 2009</td>
<td>ISSUANCE OF BID INVITATION BY UNIVERSITY</td>
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<tr>
<td>July 20, 2009</td>
<td>DEADLINE FOR SUBMITTING QUESTIONS TO PURCHASING</td>
</tr>
<tr>
<td>July 23, 2009</td>
<td>PURCHASING RESPONSE/ISSUED ADDENDUM TO BIDDERS</td>
</tr>
<tr>
<td>July 28, 2009</td>
<td>BID OPENING DATE AT 3:30PM</td>
</tr>
<tr>
<td>July 29, 2009</td>
<td>POSTING OF INTENT TO AWARD (OR OTHER NOTICE, AS APPROPRIATE)</td>
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<tr>
<td>Aug 04, 2009</td>
<td>END OF 72 HOUR PROTEST PERIOD</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: Marcus Hayes, (850) 599-8012, Fax (850) 561-2160, E-mail: Marcus.Hayes@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.

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.

8.2 EQUIVALENTS

If you are submitting an alternate/substitution/equivalent, it is the responsibility all bidders to include detailed specifications, and to outline differences where they exist. Failure to comply will result in disqualification.

8.3 DELIVERY

Delivery and installation shall be made after August 4, 2009 and prior to September 15, 2009 with prior arrangement through Florida A&M University, Auxiliary Service Department.

8.4 REMOVAL/PLACEMENT

It will be the responsibility of the successful bidder to supply the necessary labor and materials for the removal of existing equipment and placement of new equipment as specified, and assure proper adjustment and satisfactory operation of all features prior to acceptance by the University.

8.5 DEBRIS

Successful bidder shall be responsible for the prompt removal of all debris which is a result of delivery, assembly, or installation.

8.6 WARRANTY

The successful bidder shall furnish factory warranty on all equipment furnished against defect in material and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the University. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the University immediately upon written notice from University Purchasing. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or neglect by the University, acts of God, fires, floods, and hurricanes.

8.7 MAINTENANCE AND INSTRUCTION MANUALS

The successful bidder shall include at least one copy of an instruction manual with each unit supplied. This manual shall include at least a minimum of operating instructions, maintenance and repair information, including schematic diagrams and a list of available replacement parts.
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 Statute or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6) Make a good faith effort to continue to maintain a drug free workplace 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 ten (10) 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:

GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes the following gymnasium equipment:

Basketball Equipment

DEFINITIONS

FIBA: International Basketball Federation (Federation Internationale de Basketball Amateur).

NAGWS: The National Association for Girls and Women in Sport.


NFHS: The National Federation of State High School Associations.

PERFORMANCE REQUIREMENTS

Seismic Performance: Provide basketball backboards capable of withstanding the effects of earthquake motions determined according to ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 9, "Earthquake Loads."

SUBMITTALS

Product Data: For each type of product indicated:

a If applicable, include assembly, disassembly, and storage instructions for removable equipment.

b Motors: Show nameplate data, ratings, characteristics, and mounting arrangements.
Shop Drawings:

Show location and extent of fully assembled gymnasium equipment. Show location and extent of disassembled equipment and components and transport and storage accessories. Include elevations, sections, and details not shown in Product Data. Show method of field assembly, connections, installation details, mountings, floor inserts, attachments to other Work, operational clearances, and relationship to adjoining work.

a  Blocking and Reinforcement: Show locations of blocking and reinforcement required for support of gymnasium equipment.

b  Setting Drawings: For cast-in floor insert sleeves for post standards.

c  Design Calculations: Calculate requirements for supporting gymnasium equipment. Verify capacity of members and connections to support loads and verify loads, point reactions, and locations for attachment of gymnasium equipment to structure with those indicated on Drawings.

d  Gymnasium Equipment Operators: Show locations and details for installing operator components, switches, and controls. Indicate motor size, electrical characteristics, drive arrangement, mounting, and grounding provisions.

e  Wiring Diagrams: Power, signal, and control wiring.

Coordination Drawings: Court layout plans and elevations drawn to scale and coordinating [oversized recesses for deferred installation of floor insert sleeves,] floor-insert penetrations and game lines and markers applied to finished flooring.

Coordination Drawings: Court layout plans, drawn to scale, and coordinating floor inserts, game lines, and markers applied to finished flooring.

Samples for Initial Selection: For each type of gymnasium equipment indicated.

Samples for Verification: For the following products:

a  Basketball Net: Full size.

b  Pad Fabric: Not less than 3 inches (76 mm) square, with specified treatments applied. Mark face of material.

Product Certificates: For each type of gymnasium equipment, signed by product manufacturer.

Qualification Data: For Installer.

Operation and Maintenance Data: For gymnasium equipment to include in emergency, operation, and maintenance manuals.

Warranty: Special warranty specified in this Section.

QUALITY ASSURANCE

Installer Qualifications: Fabricator of products.

Source Limitations: Obtain each type of gymnasium equipment through one source from a single manufacturer.
Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

Composite Wood Products: Made without urea formaldehyde.

PROJECT CONDITIONS

Environmental Limitations: Do not install gymnasium equipment until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

Field Measurements: Verify position and elevation of floor inserts and layout for gymnasium equipment.

COORDINATION

Coordinate installation of floor inserts with structural floors and finish flooring installation and with court layout and game lines and markers on finish flooring.

Coordinate layout and installation of overhead-supported gymnasium equipment and suspension system components with other construction including light fixtures, HVAC equipment, fire-suppression-system components, and partition assemblies.

WARRANTY

Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of gymnasium equipment that fails in materials or workmanship within specified warranty period.

Failures include, but are not limited to, the following:

a Basketball backboard failures including glass breakage.

Warranty Period: Five years from date of Substantial Completion.

PRODUCTS

MATERIALS

Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.

Extruded Bars, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).
Cast Aluminum: ASTM B 179.
Flat Sheet: ASTM B 209 (ASTM B 209M).

Steel: Comply with the following:

Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
Steel Tubing: ASTM A 500 or ASTM A 513, cold formed.
Steel Sheet: ASTM A 1011/A 1011M.
Support Cable: 1/4-inch- (6-mm) diameter, 7x19 galvanized steel aircraft cable with a breaking strength of 7000 lb (3175 kg). Provide fittings complying with cable manufacturer's written instructions for size, number, and method of installation.

Castings and Hangers: Malleable iron, ASTM A 47/A 47M, grade required for structural loading.

Softwood Plywood: DOC PS 1, exterior.

Particleboard: ANSI A208.1 [made with adhesive containing no urea formaldehyde].

Anchors, Fasteners, Fittings and Hardware: Manufacturer's standard corrosion-resistant or noncorrodible units; concealed; tamperproof, vandal- and theft-resistant design.

Grout: Nonshrink, nonmetallic, premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107 with minimum strength recommended in writing by gymnastics equipment manufacturer.

BASKETBALL EQUIPMENT

Basis-of-Design Main Court Portable Backstop Product: Subject to compliance with requirements, provide three Spalding Model A8e Portable backstops with, SuperGlass Pro Backboards, SlamDunk Precision 180 goals, E-Z Bolt Backboard Padding, Upholstered Padding, Auto Lift Mechanism (ALM) with high torque DC electric motor, 8’ extension, floor anchor system and shot clock holders with internal wiring or a comparable product by one of the following:

a AALCO Manufacturing.
b Arizona Courtlines, Inc
c ADP Lemco Inc.
d Basketball Products International; a division of American Athletic, Inc.
e Bison Inc.
f Douglas Industries, Inc.
g Draper Inc.
h Institutional Products Inc.
i Jaypro Sports, LLC.
j L. A. Steelcraft.
k Performance Sports Systems.
l Porter Athletic Equipment Company.
m P. W. Athletic Mfg. Co.

Basis-of-Design Practice Court Portable Backstop Product: Subject to compliance with requirements, provide seven Spalding Model G8 Portable backstops with, SuperGlass Scholastic Backboards, SlamDunk Precision 180 goals, E-Z Bolt Backboard Padding, Upholstered Padding, Spring Assisted Lift Mechanism, 8’ extension and floor anchor system or a comparable product by one of the following:

a AALCO Manufacturing.
b Arizona Courtlines, Inc
c ADP Lemco Inc.
d Basketball Products International; a division of American Athletic, Inc.
e Bison Inc.
f Douglas Industries, Inc.
g Draper Inc.
General:

Provide equipment complying with requirements in NCAA's "NCAA Basketball Rule Book."

*Protruding fasteners or exposed bolt heads on front face of backboards are not permitted.

Backboard Safety Device: Designed to limit free fall if support cable, support chain, pulleys, fittings, winch, or related components fail; with mechanical automatic reset; 6000-lb (2722-kg) load capacity; one per folding backboard.

Retractor Device: Manufacturer's standard device designed to retract both support and safety cables, chains, and straps away from play of the basketball when backboard is in playing position; one per folding backboard.

Basketball Backboard:

a  Shape and Size: Rectangular, 72 by 42 inches (1800 by 1050 mm) width by height.

b  Backboard Material: With predrilled holes or preset inserts for mounting goals, and as follows:

Glass: Not less than 1/2-inch (13-mm) thick, transparent tempered glass. Provide glass with impact-absorbing resilient rubber or PVC gasket around perimeter in a fully welded, brushed-natural-finish, extruded-aluminum frame, with steel subframe, reinforcement, and bracing, including center-strut frame reinforcement, and with mounting slots for mounting backboard frame to backboard support framing.

   a  Standard Mount: Provide steel corner reinforcement with mounting slots for mounting backboard frame to backboard support framing at standard mounting centers.

   b  Direct Mount: Designed for mounting backboard frame to center mast of backboard framing to maximize relief of stresses on backboard frame and glass.

   c  Rim-Restraining Device: Complying with NCAA and NFHS rules and designed to ensure that basket remains attached if glass backboard breaks.

Target Area and Border Markings: Permanently etched in white color, marked in pattern and stripe width according to referenced rules.

Finish: Manufacturer's standard factory-applied, white background.

Goal Mounting Assembly: Compatible with goal, backboard, and support framing; with hole pattern that is manufacturer's standard for goal attachment.
Direct Mount: Designed for mounting goal directly and independently to center mast of backboard support framing so no force, transmitted by ring, is directly applied to backboard and rigidity and stability of goal are maximized.

Basketball Goals: Complete with flanges, braces, attachment plate, and evenly spaced loops welded around underside of ring.

a) Double-Rim Basket Ring: Fabricated with 2 rims manufacturer's standard-diameter steel rod welded into 18-inch (450-mm) ID rings.
b) Type: Fixed, non-movable.
c) Type: Movable, breakaway design with manufacturer's standard breakaway and rebound characteristics identical to those of fixed, non-movable ring.
d) Net Attachment: Loops for tying net to rim.
e) Finish: Powder-coat finish.

Basketball Nets: 12-loop-mesh net, between 15 and 18 inches (400 to 450 mm) long, sized to fit rim diameter, and as follows:

a) Competition Cord: Antiwhip, made from white nylon cord not less than 120- or more than 144-gm thread.

Backboard Safety Pads: Designed for backboard thickness indicated and extending continuously along bottom and up sides of backboard and over goal mounting and backboard supports as required by referenced rules indicated.

a) Attachment: Manufacturer's standard.
b) Color: As selected by Owner from manufacturer's full range.

EXECUTION

EXAMINATION

Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for play court layout, alignment of mounting substrates, installation tolerances, operational clearances, accurate locations of connections to building electrical system, and other conditions affecting performance.

a) Verify critical dimensions.
b) Examine supporting structure and subgrades, subfloors and footings below finished floor.
c) Examine wall assemblies, where reinforced to receive anchors and fasteners, to verify that locations of concealed reinforcements have been clearly marked. Locate reinforcements and mark locations.
d) Proceed with installation only after unsatisfactory conditions have been corrected.

INSTALLATION, GENERAL

General: Comply with manufacturer's written installation instructions and competition rules indicated for each type of gymnasium equipment. Complete equipment field assembly, where required.

Unless otherwise indicated, install gymnasium equipment after other finishing operations, including painting, have been completed.
Permanently Placed Gymnasium Equipment and Components: Rigid, level, plumb, square, and true; anchored securely to supporting structure; positioned at locations and elevations indicated on Shop Drawings; in proper relation to adjacent construction; and aligned with court layout.

a Floor Insert Location: Coordinate location with application of game lines and markers, and core drill floor for inserts after game lines have been applied.
b Floor Insert Elevation: Coordinate installed heights of floor insert with installation and field finishing of finish flooring and type of floor plate.
c Operating Gymnasium Equipment: Verify clearances for movable components of gymnasium equipment throughout entire range of operation and for access to operating components.

Floor Insert Setting: Position sleeve in oversized, recessed voids in concrete slabs and footings. Clean voids of debris. Fill void around sleeves with grout, mixed and placed to comply with grout manufacturer's written instructions. Protect portion of sleeve above subfloor and footing from splatter. Verify that sleeves are set plumb, aligned, and at correct height and spacing; hold in position during placement and finishing operations until grout is sufficiently cured. Set insert so top surface of completed unit is flush with finished flooring surface.

a Anchoring to In-Place Construction: Use anchors and fasteners where necessary for securing built-in and permanently placed gymnasium equipment to structural support and for properly transferring load to in-place construction.
b Connections: Connect automatic operators to building electrical system.
c Removable Gymnasium Equipment and Components: Assemble in place to verify that equipment and components are complete and in proper working order. Instruct Owner's designated personnel in properly handling, assembling, adjusting, disassembling, transporting, storing, and maintaining units. Disassemble removable gymnasium equipment after assembled configuration has been approved by Owner, and store units in location indicated by owner.

ADJUSTING

a Adjust movable components of gymnasium equipment to operate safely, smoothly, easily, and quietly, free from binding, warp, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Lubricate hardware and moving parts.

CLEANING

a After completing gymnasium equipment installation, inspect components. Remove spots, dirt, and debris and touch up damaged shop-applied finishes according to manufacturer's written instructions.
b Replace gymnasium equipment and finishes that cannot be cleaned and repaired, in a manner approved by Architect, before time of Substantial Completion.

DEMONSTRATION

a Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain gymnasium equipment.

END OF SECTION
16.0 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.

17.0 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.

18.0 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.

19.0 BID BOND

Each bid must be accompanied by a Certified or Cashier’s Check or a bid bond equivalent to one (10) 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.

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21.0 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. # 7404

Multi Purpose Gym Portable Basketball Goal Assembly

*(Note: Please attach a separate spreadsheet, if necessary)*

Having read all of the specifications attached hereto and any addenda issued, I / We hereby propose to furnish all required materials and equipment in strict compliance with the project manual, the addenda and all other documents relating thereto or on file in the University Purchasing Department, and if awarded the contract, to deliver said equipment within the time limits specified, for the sums as enumerated therein:

Price: $___________________________________________________

Installation and Set-up (If separate): $________________________

I hereby certify that for all statements and amounts herein made on behalf of:

__________________________________________________________________

(Company or Individual Name)

I have carefully prepared this Bid Proposal from documents described above, I have full authority to make such statements and submit the Bid Proposal in (my) (its) (their) behalf, and all statement are true and correct.

Signed and sealed this _____ day of ____________________

__________________________________________________________________

(Signature) (Printed or typed)

__________________________________________________________________

(Address, City State, Zip)

__________________________________________________________________

(Telephone) (Fax)

Witness:

__________________________________________________________________

(Signature) (Printed)

__________________________________________________________________

(Address)
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
A. 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