



FLORIDA GULF COAST UNIVERSITY

INVITATION TO BID COVER SHEET

INVITATION TO BID NUMBER: ITB 12C-002

INVITATION TO BID NAME: Athletic Bus Charter Service

INVITATION TO BID POSTING DATE: Thursday, August 4, 2011

BID DUE DATE: Friday, August 26, 2011

MANDATORY PRE-BID MEETING: NO YES (See Section 1.7)

QUESTION CUT-OFF: Friday, August 12, 2011

OPENING DATE: Friday, August 26, 2011 **TIME:** 3:00PM EST

Unless otherwise notified within, Bids will be opened at:

Procurement Services
Modular Building II
10501 FGCU Boulevard South
Fort Myers, FL 33965-6565

*The following Bidder Acknowledgement Form must be completely filled in.
Note: If the form is not completed (including signature) it may be grounds for rejecting your bid.*

SUBMIT BID TO:

**FLORIDA GULF COAST UNIVERSITY
PROCUREMENT SERVICES
MODULAR BUILDING II
10501 FGCU BLVD SOUTH
FORT MYERS, FL 33965-6565**

Telephone: (239) 590-1130 Facsimile: (239) 590-1140 Website: www.fgcu.edu

Responses not received at the exact above location, by the appointed hour and date, will not be considered.

**FLORIDA GULF COAST UNIVERSITY
INVITATION TO BID**

Bidder Acknowledgement Form

Page 1 of pages	BID WILL BE OPENED Friday August 26 th at 3:00 PM EST and may not be withdrawn within 90 days after such date and time.	PROCUREMENT CONTACT FOR BID: Sal Catalfamo SCatalfamo@fgcu.edu
-----------------	--	--

BID NUMBER: ITB 12C-002	BID TITLE: ATHLETIC BUS CHARTER SERVICE
----------------------------	--

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER:	SUBMIT ONE (1) ORIGINAL AND 1 COPY OF YOUR BID BY THE COVER SHEET BID DUE DATE	CASH DISCOUNT TERMS:
---	--	----------------------

BIDDER NAME AND MAILING ADDRESS	REASON FOR NOT SUBMITTING A BID
---------------------------------	---------------------------------

TELEPHONE NUMBER ()	POSTING OF BID TABULATIONS Bid tabulations with recommended award(s) will be posted electronically for review by interested parties at www.fgcu.edu/AS/purchasing and will remain posted for a period of 72 hours excluding Saturdays, Sundays, and University holidays. See General Condition number 5 for the bonding requirement.
FAX NUMBER ()	
TOLL-FREE NUMBER	
EMAIL ADDRESS	

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 products and/or services and is in all respects fair without collusion or fraud. I agree to abide by all conditions of this bid 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 on behalf of Florida Gulf Coast University Board of Trustees, hereinafter referred to as University, the Bidder offers and agrees that if the Bid is accepted the Bidder will convey, sell, assign, or transfer to the University 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 University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the Bidder.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

BID SUBMISSION: All Bids must contain this Bid Acknowledgement Form with a manual signature (or a facsimile) in the appropriate space above. Bids must be typed except for those areas where the Bid specifically allows hand written entries. If submitted by mail, do not include more than one Bid in an envelope. The face of the envelope shall contain the above address, the date and time of the Bid opening and the Bid number. Bids not submitted on any attached Bid form or in another specified media may be rejected. Any manual changes made to a Bid price must be initialed. All Bids are subject to the conditions specified herein. Any Bid that does not comply with these conditions may be rejected.

1. **BID DELIVERY:** Bids must be delivered and available to be publicly displayed at the address, date and time specified herein as Bid Opening, unless the Bid specifically states otherwise. The time/date stamp clock located in Procurement Services shall be the official timepiece for determining if a Bid has been received in a timely manner. Bids, which for any reason are not available at this location at the prescribed date and time, will not be considered. It is the Bidders responsibility to assure the respective Bid is delivered on the correct date and time and at the specified location. If the Bid specifications allow submission by fax, the date and time imprinted on the last page of the Bid received will be the official date and time of the Bid's receipt. Delivery of a Bid document to the University's Postal or Receiving Department or any other place on the University campus is not acceptable. Timely delivery of the Bid itself to the specified location is required. Offers by telephone are not acceptable under any circumstances.
2. **NO BID SUBMITTED:** If not submitting a Bid to this invitation, respond by returning only this Bidder Acknowledgement Form with the statement, "NO BID" written on it and a brief explanation in the space provided above. Failure to respond three (3) times in succession to an competitive solicitation by not returning this acknowledgement form may result in removal of your firm from the University's Solicitation list. To qualify as a Bidder, Bidder must submit a "NO BID" and it must be received no later than the stated ITB opening date and time.
3. **ADDENDA:** Any addendum issued to Bidders prior to the Bid opening date shall include an Addenda Acknowledgement Form. Since all addenda become a part of the Bid, all Addenda Acknowledgement Forms shall be signed by an authorized Bidder representative and returned with the Bid on or before the Bid opening date. Failure to sign and return any and all Addenda Acknowledgement Forms shall be grounds for rejection of the Bid.
4. **TABULATION:** Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope, or by email request to the University Sole Point of Contact, stated herein. In accordance with Section 119.071, Florida Statutes, sealed Bid(s) received pursuant to Invitation to Bid are exempt until such time as the agency provides notice of a decision or intended decision or within ten (10) days after Bid opening, whichever is earlier.
5. **POSTING OF RESPONSE TABULATION AND NOTICE OF PROTEST:**
 - a) Protests shall be handled in accordance with the Florida Board of Governors' Regulation 18.002.
 - b) **CONTRACT AWARD:** The University shall provide notice of a decision or intended decision concerning a competitive solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement: "Failure to file a protest or failure to post the bond or other security as required in this Regulation shall constitute a waiver of protest proceedings."
 - c) **NOTICE OF PROTEST:** Any qualified Bidder who is aggrieved in connection with an award of a contract may file a written notice to protest within 72 hours after the university's electronic posting of award or notice of intent to award, provided the contract has not been fully executed. The notice of protest must be received before the expiration of the 72 hour period. Notices of protest filed after the 72 hour period will be rejected. The notice of protest must be filed with the Director of Procurement Services.

- d) **FORMAL WRITTEN PROTEST:** The protesting Bidder must reduce its protest to writing and it shall be filed with the Director of Procurement Services within ten (10) calendar days of the filing of the Notice of Protest. Formal written protest not filed within this 10 day period will be rejected. The formal written protest must state with specificity the grounds upon which the protest is based and also the action requested to be taken. At the filing of the written protest, the protesting Bidder shall post with the Office of Procurement Services, a security, in the form of a bond (in a form and with such terms, approved by the Director), payable to Florida Gulf Coast University in an amount equal to ten percent (10%) of the price quoted bid proposed, or ten thousand dollars (\$10,000), whichever is less. In lieu of a bond the University may accept an irrevocable letter of credit, cashier's or certified check or money order in the above-referenced amount (in a form, and with such terms, approved by the Director). If the protest is successful, the posted security will be refunded in full. If the protest is unsuccessful, the security will be returned, less all fees, expenses, damages, cost and charges incurred by the University. Noncompliance with this requirement, in whole or in part, shall be deemed to be a waiver by the protester of their rights under this regulation.
- e) Upon receipt of a timely filed formal written protest, filed in accordance with Regulation FGCU-PR6.008, the Vice President of Administrative Services and Finance or their designee shall delay the execution of the contract until the protest is resolved by mutual agreement between the parties or by final order of the President. Such delay may be removed if, in consultation with the Vice President over the using department, the President determines that such a delay would have detrimental effect upon the University.
6. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the Bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this Bid and the Bidder's authorized signature affixed to the Bidder Acknowledgement Form attests to this.
7. **INTERPRETATIONS/DISPUTES:** The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to the award of this solicitation. Any questions concerning conditions and specifications shall be directed in writing to the Procurement Services Department for receipt by the question end date and time indicated on the cover page. Inquiries must reference the date of Bid opening and Bid number. No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. The University is not liable for any increased costs resulting from the Bidder accepting verbal direction.
8. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their Bid the name of any officer or agent who is also an employee of the State of Florida, any of its agencies, departments or political subdivisions. Further, all Bidders must disclose the name of any 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.
9. **AWARDS:** As the best interests of the University require, the University reserves the right 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 technicality in Bids received. When it is determined there is competition to the lowest responsible Bidder, evaluation of other Bidders is not required. Bidders are cautioned to make no assumptions unless their Bid has been evaluated as being responsive.

- 10. DEFAULT:** Failure to perform according to this Bid and/or resulting purchase order/contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in contractor's name being removed from the University's Solicitation list.
- 11. ADVERTISING:** In submitting a Bid, Bidder agrees not to use the results therefrom as a part of commercial advertisement.
- 12. 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 Bids received in response hereto and shall govern any response by the University by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.
- 13. ASSIGNMENT:** Any Agreement entered into or Purchase Order issued pursuant to this ITN invitation and the monies that may become due hereunder are not assignable except with the prior written approval of the University.
- 14. LIABILITY:** The Contractor shall indemnify and hold harmless the Florida Gulf Coast University Board of Trustees, its officers, agents and employees from any and all judgments, orders, claims, demands, expenses, damages or causes of action which may hereafter be sustained by the Contractor, its officers, employees, and agents or third parties resulting from the Contractor's breach of this Agreement, strict liability or negligence in performing or failing to perform in connection with this Agreement. This provision does not apply to contracts between governmental entities.
- 15. ROYALTIES AND PATENTS:** The Bidder, without exception, shall indemnify and save harmless Florida Gulf Coast University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of any purchase order resulting from this invitation, including its use by the University. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it us mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or copyright and indemnify and save the University harmless from loss, including loss of performance, with a particular process, design, copyright or the product of a particular manufacturer or manufacturers as specified. All rights to proprietary material must be transferable to the University in the event the manufacturer goes out of business. The University shall have the right to disclose the proprietary information or materials to the extent necessary to permit University to continue to use the product for the purposes for which it was provided.
- 16. ACCOUNTING AND AUDIT:** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for proper pre-audit and post-audit reviews. The Bidder agrees to maintain at its principal place of business those business records, books, account information and materials related to any resulting Agreement or purchase order. The University, will have the right upon reasonable notice to review and audit such materials during reasonable business hours and in a manner that does not disrupt Proposer's business operations. Proposer agrees to retain any documents relevant to this Agreement for a period of at least three (3) years after the final payment is made or the Agreement is terminated, whichever is later. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute resolved.
- 17. EQUAL OPPORTUNITY EMPLOYER:** The nondiscrimination clause contained in Section 202, Executive Order 11246 as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein.
- 18. PUBLIC RECORDS:** If Bidder believes any of their material(s) are exempt from disclosure, they are requested to identify specifically any information contained in their response which they consider to be exempt from disclosure, citing specifically the applicable exemption law. A general notation that information is "confidential" will not be sufficient. Any material submitted in response to this invitation to negotiate will become a public document pursuant to Section 119.07, Florida Statutes. This includes material that the responding Bidder 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, Florida Statutes. If Bidder believes any material is exempt from public record, Bidder must notify University of such exemption, allowable by law.
- 19. PUBLIC RECORDS CANCELLATION:** Any resulting purchase order/contract may be unilaterally canceled for refusal by the Bidder to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Bidder in conjunction with the contract.
- 20. BIDDER'S RESPONSIBILITY:** It is understood and the Bidder hereby agrees that it shall be solely responsible for all commodities that it proposes, notwithstanding the detail present in the ITB.
- 21. PUBLIC ENTITY CRIME:** In accordance with Florida Board of Governors Regulations, 18.001(4), A 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.
- 22. PRICES, TERMS AND PAYMENT:** Prices offered shall be firm for 90 days and include all packing, handling, shipping charges and delivery to the destination shown herein.
- a) INVOICING AND PAYMENT:** Payment will be made by Florida Gulf Coast University after the items awarded to a Contractor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the Contractor name, date of invoice, description of items and/or services, each unit amount and extended total, as well as the purchase order number. Payment for partial shipments shall not be made unless specified. Payment shall be made in accordance with Florida Gulf Coast University Board of Trustees Prompt Payment to Vendor Regulation, FCGU PR6.021. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** If payment is not made within 40 days, measured from the latter of the date the correct invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact Finance & Accounting at (941) 590-1200. Payments to health care providers shall be made not more than 35 days from the date of eligibility for payment is determined, and the interest rate is 1% per month. Invoices returned to Contractor due to errors will result in payment delay. Interest penalties of less than \$1.00 will not be paid unless the Contractor requests payment. 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 of Contractors who may be experiencing problems in obtaining timely payment(s) from the University, may be contacted at (239) 590-1100.
- b) TAXES:** Florida Gulf Coast University does not pay Federal Excise or Florida Sales tax on direct purchases of tangible personal property. The appropriate exemption number(s) are printed on the face of the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property or service in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, Florida Statutes.
- c) DISCOUNTS:** A cash discount for prompt payment may be offered. However, such discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of a correct invoice at the office specified, whichever is later. Bidders are encouraged to reflect cash discounts in the unit prices proposed.
- d) MISTAKES:** Bidders are expected to examine the specifications, delivery schedule and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In case of mistake in extension the unit price will govern.
- e) ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- 23. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage on all items shall be the responsibility of the Contractor 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 expeditious handling of damage claims, the University will:
- Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - Report damage (Visible or Concealed) to the carrier and contract supplier confirming such reports in writing within 30 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - 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.
 - Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.
- 24. UNAUTHORIZED ALIENS:** The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(c) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any purchase order resulting from this Invitation to Bid.
- 25. GOVERNING LAW:** Any Agreement or purchase order resulting from this ITN will be governed by and construed under the laws of the State of Florida and any provisions in conflict therewith shall be void and of no effect. The venue for any legal proceeding will be in Lee County, Florida.
- 26. CANCELLATION:** The University or Contractor may cancel this contract upon giving Ninety (90) days advanced written notice to the other party.
- 27. TERMINATION FOR NON-COMPLIANCE:** In the event that the Contractor violates any terms of the agreement, the University will serve written notice to the Contractor of the University's intent to terminate the agreement, including reasons for such termination. Unless the Contractor corrects or makes arrangements to correct the violation to the satisfaction of the University within ten (10) days of the University issuing notification, the agreement may be terminated at the sole discretion of the University forty (40) days after the aforesaid written notice to the Contractor.
- 28. LOBBYING:** Contractor is prohibited from using funds provided under this contract for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
- 29. AMERICANS WITH DISABILITIES ACT OF 1990:** If special accommodations are required in order to attend the pre-Bid meeting and/or ITB opening, contact the Procurement Specialist, no later than two working days prior to the event.
- 30. BIDDER'S EXPENSE:** All Bids submitted in response to this ITB, conference attendance and visits to the University must be submitted at the sole expense of the Bidder, whether or not any agreement is signed as a result of this Bid.
- 31. ERRORS AND OMISSIONS:** The University is not liable for any errors or misinterpretations made by the Bidder in responding to this ITB. The Bidder is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify the University, in writing, and the University shall issue written instructions to be followed. The Bidder is responsible for the contents of its Bid and for satisfying the requirements set forth in the ITB.
- 32. CONFIDENTIALITY:** From the date of issuance of the ITB until the opening date, the Bidder must not make available or discuss his Bid, or any part thereof, with any employee or agent of the University, unless allowed by the Director of Procurement Services, in writing, for purposes of clarification only. The respondent is hereby warned that any part of his Bid or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).
- 33. BIDDER WARRANTY OF ABILITY TO PERFORM:** Bidder shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Bidder's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Bidder's obligations or diminish the Bidder's obligations or diminish the Bidder's financial ability to perform the terms of the proposed contract.
- 34. INDEPENDENT CONTRACTOR:** Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the Bidder the agent or representative of the University for any purposes in any manner whatsoever. Bidder is, and shall remain, an independent contractor with respect to all services performed under this Contract.
- 35. BID MATERIALS:** The material submitted in response to the ITB becomes the property of the University upon delivery to Procurement Services and is to be appended to any formal document that would further define or expand the contractual relationship between the University and the Bidder. All of the material will be considered as part of this ITB.

1.0. INSTRUCTIONS TO BIDDERS

1.1 PROJECT DESCRIPTION AND SCOPE

The Florida Gulf Coast University Board of Trustees (hereinafter referred to as “University”), invites qualified Bidders to submit bids for ATHLETIC BUS CHARTER SERVICE in accordance with the Terms and Conditions stated herein, and the Specifications outlined in Section B.

1.2 DEFINITIONS

1.2.1 The term “Bid” shall be used to denote material submitted by a Bidder in response to this Invitation to Bid (ITB).

1.2.2 The term “Bidder” shall be used to denote the individual or firm that has or intends to respond to this Invitation to Bid.

1.2.3 The term “Contractor” shall be used to denote the individual or firm with which the University enters into an agreement resulting from an award to response fro this Invitation to Bid

1.2.4 The term “University” shall be used to denote Florida Gulf Coast Unipersity Board of Trustees, its employees, officers and agents

1.3 IMPORTANT DATES

Issue of Invitation to Bid:	Thursday August 4, 2011
Pre-Bid Meeting:	A Pre-Bid Meeting will not be held
Last Day for Bidders to submit questions:	Friday August 12, 2011
Last Day for FGCU to respond to questions:	Friday August 19, 2011
ITB Due Date:	Friday August 26, 2011
ITB Opening:	Friday August 26, 2011 3:00PM EST
Anticipated Award Date:	Wednesday August 31, 2011

1.4 MEETINGS

Notice of meetings regarding this ITN will be posted electronically on the University’s Procurement Services website at [FGCU PROCUREMENT SERVICES WEBSITE](#), at least seventy-two (72) hours prior to the meeting.

1.5 PARKING

Daily parking passes can be obtained at the Guard Station located at the main entrance to the University, or Parking Services located at the Campus Support Complex for any company and/or individual vehicles that will be parked on campus. Parking rules and regulations must be observed by all drivers.

1.6 BID RESPONSE

To ensure that all Bids are fairly evaluated, it is requested that Bids follow the prescribed format. Failure to follow this requirement may result in the disqualification of your Bid.

1.6.1 The complete Bid response to the ITB should include:

- a) The completed and signed Bidder Acknowledgment Form and any other ITB pages that require Bidder to provide a response. The entire ITB will become part of the final agreement between Contractor and University.
- b) The legal name of the Bidder and a statement as to whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity. The Bid shall be signed by a person or persons legally authorized to bind the Bidder to a contract.

1.7 PRE-BID MEETING

A pre-bid meeting will not be held. Please mail, fax or email (preferred) any questions by no later than the day and time listed in Section 1.3 to the University Sole Point of Contact named herein. The questions and responses will be distributed as an addendum to this ITB and will be posted on the Procurement Services website.

[FGCU PROCUREMENT SERVICES WEBSITE.](#)

1.9 INQUIRIES

The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the Bid. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any increased costs resulting from the Bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the Bid.

1.10 UNIVERSITY SOLE POINT OF CONTACT

This ITB is issued by the Office of Procurement Services, Florida Gulf Coast University.

The "University Sole Point of Contact" and contact information is:

Florida Gulf Coast University
Office of Procurement Services
Sal Catalfamo, Procurement Specialist
10501 FGCU Boulevard South
Fort Myers, FL 33965-6565
www.fgcu.edu/AS/purchasing
scatalfamo@fgcu.edu, Electronic Mail
239/590-1135, Telephone
239/590-1140, Facsimile

Address all correspondence with regard to this ITB to the University Sole Point of Contact, as identified.

The Bidder shall not communicate with any officer, agent, or employee of Florida Gulf Coast University, to include but not be limited to, any officer, agent or employee of the Board of Trustees concerning this ITB, except with the University Sole Point of Contact identified in this section. If this provision is violated, the University reserves the right to reject a Bidder's Bid.

1.11 ITB INTERPRETATION

Interpretation of the wording of this document shall be the responsibility of the University and that interpretation shall be final.

1.12 DEVIATIONS TO BE CLEARLY NOTED

Any deviation from the specifications must be clearly noted in the Bidder's response under Section 2.0. All decisions as to the acceptance of deviations are solely within the discretion of the University, and the University may reject any Bid as non-responsive if the University determines the deviation will have an undesired effect on the quality of this solicitation.

1.13 BID WITHDRAWAL

Bids submitted prior to the ITB opening date may be withdrawn only by notice to the University. Such notice must be received by Procurement Services at the address provided herein prior to the time designated for opening of the ITB. Only formal written requests for withdrawal of a previously submitted Bid that are addressed in the same manner as the Bid, and are received by Procurement Services prior to the scheduled ITB opening time will be accepted.

1.13.1 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bid provided that they are then fully in conformance with the requirements of the ITB.

1.14 OPEN COMPETITION

The University encourages free and open competition among Bidders. Whenever possible, specifications, bid invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The Bidder's signature on this Bid guarantees that the prices quoted have been established without collusion with other Bidders and without effort to preclude the University from obtaining the lowest possible competitive price. The Bidder certifies that its officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the University.

1.15 SUPPLIER DIVERSITY

The University is an equal opportunity institution and promotes procurement participation and contract award with Minority Business Enterprises ("MBEs"), to include but not limited to; small, minority, women owned, and service disabled veteran business enterprises. MBE's should have a fair and equal opportunity to compete for dollars spent by the University to procure commodities and contractual services. Competition ensures that prices are competitive and that a broad vendor base is available. The University will use good faith efforts to ensure that MBE vendors are aware of procurement and contract opportunities. For more information please contact the Rick Pence at (239)590-1133 or rpence@fgcu.edu.

1.16 ENVIRONMENTAL CONSIDERATIONS

The University supports and encourages initiatives to protect and preserve our environment. Bidder shall submit as part of any Bid a plan to support the procurement of products and materials with recycled content. Bidder shall also provide a plan for reducing and or handling of any hazardous waste generated by Bidder's company. In addition, Respondent is strongly encouraged to install equipment that is considered Energy Star or equivalent relative to conserving energy without compromising the temperature and quality of the product.

1.17 RESERVATION OF RIGHTS

The University reserves the right to:

- a) Waive minor informalities and any minor irregularities in any Bid or responses received. A minor irregularity is a variation from the ITB which does not affect the financials of the Bid, or give one Bidder an advantage or benefit not enjoyed by other Bidders, or substantively change the requirements and/or specifications of this ITB, or adversely impact the interest of the University. Waivers, when granted, shall in no way modify the ITB requirements or excuse the Bidder from full compliance with the ITB specifications and other contract requirements if the Bidder is awarded;
- b) Reject any or all Bids, or any portion of any Bid;
- c) Conduct discussions with responsible Bidders determined by the University to have a possibility of being selected for award;
- d) Determine equipment or other equivalency to University's specifications in reviewing responses
- e) Negotiate changes in the scope of work or services to be provided;
- f) Award contracts to multiple Bidders;
- g) Withhold the award;
- h) Select the Bidder it deems to be most qualified to fulfill the needs of the University. The Bidder with the lowest cost proposed may not necessarily be the one most qualified, since a number of factors other than cost are important in the determination of the most acceptable Bid.

1.18 AWARD

As the best interest of the University 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. Any contract awarded pursuant to this Bid shall be awarded to the lowest responsive and responsible Bidder whose Bid meets the requirements and criteria included in this ITB. For purposes of this ITB, responsive shall be the determination by the University that the Bidder promises to fulfill the conditions of this ITB. In addition, responsible shall be the determination by the University that the Bidder can perform the functions as prescribed in this ITB. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

2.0 CONTRACT CONDITIONS

2.1 CONTRACT TERM

The term of the contract will be one (1) year with one (1) one (1) year renewal option(s) pending mutual written agreement of the parties.

2.2 PURCHASE ORDER

The University will issue a purchase order 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 to the successful Bidder. The successful Bidder is not to assume receipt of an award until the purchase order is issued in writing.

2.3 CANCELLATION

Contracts resulting from the Bid award will be subject to immediate cancellation if either the product or the service does not comply with the Bid specifications.

2.4 SEVERABILITY

If any provisions of the Agreement resulting from this ITB is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.

2.4.1 In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

2.5 INSURANCE

To ensure the indemnification obligation contained herein, Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the insurance coverages set forth below, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

- A. Contractor shall maintain workers' compensation insurance for all employees, including coverage under the applicable law of the jurisdiction where the work will be performed. Contractor shall also require that all of its subcontractors maintain similar worker's compensation coverage. For the purpose of this section, self-insurance approved by the appropriate state agency or regulatory body is deemed to satisfy these requirements.
- B. Contractor shall maintain general liability insurance. Limits shall be a minimum of: (i) \$1,000,000 per occurrence for bodily injury or property damage; (ii) \$1,000,000 per occurrence for products or completed operations; and (iii) \$2,000,000 annual aggregate for products or completed operations' claims. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Contractor shall also require that all of its subcontractors maintain similar general liability insurance.
- C. Contractor shall maintain automobile liability insurance. Limits shall be a minimum of: (i) \$1,000,000 per accident combined single limit or (ii) \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Coverage shall include liability assumed under this Agreement.
- D. Contractor shall maintain umbrella liability insurance. Limits shall be a minimum of: (i) \$2,000,000 per occurrence; (ii) \$2,000,000 general aggregate; and, (iii) \$10,000 self insured retention.

E. With regard to the above, Contractor's insurance shall: (i) be underwritten by a licensed insurer reasonably acceptable to the University; (ii) be primary for the University's exposure relative to any insurance purchased or maintained by the Contractor; (iii) be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled, non-renewed or materially altered without thirty (30) days written notice by certified mail to the University; (iv) such policy or policies shall specifically protect University by naming Florida Gulf Coast University Board of Trustees as additional insured; (v) the official title of the certificate holder shall be Florida Gulf Coast University Board of Trustees. With regard to the general liability insurance and automobile liability insurance, Contractor's insurance shall be endorsed so the insurer will waive subrogation rights against the University.

2.6 CONTRACTOR WARRANTY OF ABILITY TO PERFORM

Contractor shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Contractor's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Contractor's obligations or diminish the Contractor's obligations or diminish the Contractor's financial ability to perform the terms of the proposed contract.

2.7 TERMINATION FOR CONVENIENCE

The University reserves the right to terminate this Contract in whole or part at any time when in the best interests of the University without penalty or cause. Upon receipt of the written notice of Termination for Convenience, the Contractor shall immediately stop all work as directed in the notice of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Contractor under this Contract shall become the property of and delivered to the University. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the University in the event of termination.

2.8 INDEPENDENT CONTRACTOR

Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the Contractor the agent or representative of the University for any purposes in any manner whatsoever. Contractor is, and shall remain, an independent contractor with respect to all services performed under this Agreement.

2.9 SCOPE CHANGES

The University may, upon written mutual agreement with the Contractor, require changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The University may make an equitable adjustment in the Contract price or term if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the University may solicit separate competitive Bids to satisfy them.

2.10 AVAILABILITY OF FUNDS

The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature of the State of Florida.

2.11 INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless the Florida Gulf Coast University Board of Trustees, and their officers, employees and representatives, from and against any and all liability, damages, losses, expenses, claims, demands, suits, actions, judgments, bodily injuries or sicknesses to any person, or damage, destruction, or loss of use of any property arising out of, or related to, the services provided by the Contractor to the extent caused by the negligent acts or omissions or willful misconduct of the Contractor, its employees, or agents.

2.12 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.

3.0 BID SPECIFICATIONS

3.1 INTRODUCTION

The Florida Gulf Coast University Athletic Department is requesting prices for the charter bus service for transporting its athletic teams for the 2011-2012 season. The Athletic Department maintains a philosophy of excellence for its athletic programs and enjoys a fine sports tradition. The Charter busses 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 Department expects the successful Bidder to share the Athletic Department's philosophy in providing excellence in its buses offered and its customer service as well as in the quality of the buses Bid.

3.2 PRICING

The quoted prices shall be based upon the attached listing of events and locations, "Attachment A". A flat rate per trip (total days for multi-day trips), including all costs, is required.

Because some adjustment or changes to the schedule may occur, it is necessary to have some mechanism to add days. Please quote in the Options Section standard daily prices for limited additional in state/out of state travel.

3.3 FUEL ADJUSTMENT

In consideration of the current instability in fuel prices the awarded Contractor may be allowed to adjust their quoted rates directly proportional to any change in fuel costs. This would be determined no more frequent than once per trip. This adjustment process would need to be for both increase and decrease. Documentation showing actual fuel purchases or the change in a national benchmark (EIA, rack price at the port, etc) will be required. Only changes in excess of 5% will be considered and only the actual difference in cost is to be adjusted. No fees or extra profit or markup will be allowed. A base fuel rate per gallon on the day the Bid is submitted should be included with the bid in the Options Section.

3.4 SCHEDULE

The individual trip time schedules will be determined by the head coach of that specific sport. The coach will set up a specific time schedule with the Contractor and the bus is expected to arrive at the University Alico Arena one (1) hour before the estimated departure time to ensure an efficient trip. See Attachment A, "Athletics Bus Schedule".

3.5 PENALTIES

Time is of the essence in the performance of this contract. Late or missed travel will have severe irreparable consequences to the athletic teams. Penalties may, at the University's option, be deducted from payments due to Contractor, therefore, the following penalties are required to assure satisfactory performance;

- a. Any arrival for pickup more than thirty (30) minutes later than scheduled will incur a penalty of one hundred dollars and 00/100 (\$100.00), per occurrence.
- b. Any missed trip shall incur a penalty of three hundred dollars and 00/100 (\$300.00) and may be cause for termination of the contract. A missed trip shall be defined as one that inhibits the athletic team from arrival at the destination in a reasonable amount of time.
- c. In the event of missed travel that results in the forfeiture of a game or other adverse action against the University and the harm and damage to the University cannot be determined, under such circumstances the contractor shall incur as liquidated damages, two thousand five hundred and 00/100 (\$2,500.00) per missed event and may result in termination of this contract.

3.6 EQUIPMENT REQUIREMENTS

At the commencement of this contract, the University will require fully operational bus(es) for each specified trip. Each vehicle will have the capacity to transport approximately forty-two (42) to fifty-five (55) seated passengers with fully functioning climate control (heat and air conditioning) and restrooms. Each bus shall have DVD video capability fully accessible to the passengers. Buses shall be less than five (5) years old, in first class condition and appearance, and generally of the highway coach style. Buses of the cutaway or school bus type will not be acceptable. Preference will be given to buses with WiFi Internet capabilities.

- a. Bidder shall, as part of their Bid, provide photos of the proposed buses. All photographs should be in color, and should depict both the interior and exterior of the Bidded buses.
- b. All buses shall meet Federal and State safety specifications for the type vehicle proposed. Each vehicle shall be equipped with appropriate safety equipment in accordance with Department of Transportation requirements, in example; first aid kit, a fire extinguisher, etc.
- c. Every bus MUST have a functioning cell phone with each driver at all times. Failure to provide cell phones will eliminate your bid from consideration.
- d. The interior of each bus is to provide a pleasant, aesthetically pleasing atmosphere. School bus type interiors are not acceptable.
- e. 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.
- f. The Contractor will not use a University identified bus for any transportation activity, other than scheduled service, without prior approval from the University.
- g. All vehicles will have undergone safety and cleanliness inspections, and will remain FMVSS compliant at all times. Records of these inspections will be maintained and made available to the designated University personnel upon request.
- h. Any problem affecting the safe operation of the vehicle, or presenting a potential hazard to passengers must be corrected before the vehicle is put into service.
- i. Any accident resulting in injury to a passenger or damage to a vehicle will be immediately reported to the proper authorities. The University Police Department will be notified, in writing, within 24 hours of any injury-related accident, with a copy of the Accident Report attached.
- j. Any back up or replacement buses must meet the same criteria as originally required in the bid specifications.

3.7 MAINTENANCE AND GENERAL APPEARANCE

- a. Maintenance facilities will not be available on the university campus to perform any maintenance functions.
- b. All climate control systems (heat and air-conditioning) must be operable during the appropriate weather conditions.
- c. All buses placed into service by Contractor must, without exception:
 1. Be cleaned daily, inside and outside;
 2. Have vehicle floors swept and mopped before each trip;
 3. Be wiped down, entirely;
 4. Be free of body damage, have no missing or unpainted panels; with wheels and tires checked daily for any defects, flats or low inflation, or missing curbing lugs;
 5. Be free of graffiti on the exterior and interior of the buses;
 6. Have all safety items, i.e. lights, brakes, horn, tires, seat belts, etc., fully operational;

- d. The Contractor shall maintain records for each bus, reflecting its mechanical operation history, including inspections and repairs. These records shall be available for inspection, during regular business hours, by duly authorized University personnel. As a part of this Bid, Bidder should supply
- e. The University shall have the right to display University team signage, and sponsor signage, on the coach in a pre-approved manner by the Contractor.

3.8 DRIVERS

All drivers must be experienced and competent and appropriately licensed, trained and medically fit to fulfill the scope of this contract. Drivers shall have legitimate experience in transporting large charter groups over long hours throughout this geographic area.

- a. The University will have the right to demand (without penalty or charge) replacement of any vehicle or driver for safety issues.
- b. Drivers shall be uniformed and have professional appearance and demeanor.
- c. The University will provide for lodging and meals for the driver, when applicable.

3.9 PAYMENT

Payment options may be mutually agreed to with the Athletics business manager to include; per trip, per month, etc. Nonetheless, the University shall make payments in accordance with regulation FGCU-PR6.021, Prompt Payment to Vendors.

C. PRICING SUMMARY

BASIC PRICE TOTAL FROM SCHEDULE LISTING "ATTACHMENT A"

\$ _____

OPTIONS:

Standard rate for extra day(s) in state min. \$ _____

Standard rate for extra day(s) out of state max. \$ _____

Current fuel cost per gallon \$ _____

(BASED ON _____)

Stated MPG for coach _____ miles per gallon estimate.