



**TENNESSEE TECHNOLOGICAL UNIVERSITY  
REQUEST FOR QUOTATION**

Department: Athletics  
Requisition No.: Baseball Bus Trips

Tennessee Technological University  
Purchasing Office  
P. O. Box 5041, 220 W. 10<sup>th</sup> Street  
Cookeville, TN 38505-0001  
www.tntech.edu/purchasing/  
Fax: (931) 372-3727

Date: 12/6/12  
Contact: Mark Greenwood  
Phone: 931-372-6350  
Email: mgreenwood@tntech.edu

**Bids must be received in the Purchasing Office by 3:00 p.m. on 12/20/12**

**Bid subject to the enclosed Standard Purchasing Terms and Conditions and/or Prohibited Provisions.**

*Unless otherwise requested, quote on each item separately. Unit prices shall be shown. If unable to furnish items as specified, submit sample and/or complete descriptive specifications of substitute offered. Failure to do so may result in rejection of bid. University is exempt from state, federal, and local taxes; do not include taxes in quotation. Quote F.O.B., Cookeville, TN unless otherwise noted in bid. Minimum payment terms are Net 30 days. Prepayment is not allowed. Quotation must be typewritten or in ink and signed by an authorized official. Signature certifies agreement to the terms and conditions noted above. Bidders may be present at bid opening and/or may contact the Purchasing Office for bid results, which are available upon request after recommendation of award. Faxed bids totaling less than \$25,000 are acceptable, if immediately confirmed in writing on University forms.*

***THIS IS NOT AN ORDER***

ITEM NO.	Qty	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Each	<p>Please bid to furnish bus and driver, as specified below, for the following trips:</p> <p>NOTE: Some departure times and game times are yet to be determined. Departures from Cookeville are Central Daylight Time or Central Standard Time. Return times may go into early morning hours.</p> <p><b><u>TRIP 1</u></b></p> <p>Depart: February 20, 2013 – from Cookeville, TN Arrive: February 20, 2013 – Nashville, TN Return: February 20, 2013 – to Cookeville, TN, following game</p> <p>Total Cost: \$_____</p>		
2	1	Each	<p><b><u>TRIP 2</u></b></p> <p>Depart: March 7, 2013 – from Cookeville, TN Arrive: March 7, 2013 – Richmond, KY Return: March 10, 2013 – to Cookeville, TN, following game</p> <p>Total Cost: \$_____</p> <p style="text-align: center;">*** (Continued, Next Page) ***</p>		



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3	1	Each	<p><b><u>TRIP 3</u></b></p> <p>Depart: March 19, 2013 – from Cookeville, TN            Arrive: March 19, 2013 – Huntsville, AL            Return: March 19, 2013 – to Cookeville, TN, following game</p> <p>Total Cost: \$_____</p>		
4	1	Each	<p><b><u>TRIP 4</u></b></p> <p>Depart: March 22, 2013 – from Cookeville, TN            Arrive: March 22, 2013 – Martin, TN            Return: March 24, 2013 – to Cookeville, TN, following game</p> <p>Total Cost: \$_____</p>		
5	1	Each	<p><b><u>TRIP 5</u></b></p> <p>Depart: March 26, 2013 – from Cookeville, TN            Arrive: March 26, 2013 – Knoxville, TN            Return: March 26, 2013 – to Cookeville, TN, following game</p> <p>Total Cost: \$_____</p>		
6	1	Each	<p><b><u>TRIP 6</u></b></p> <p>Depart: April 2, 2013 – from Cookeville, TN            Arrive: April 2, 2013 – Johnson City, TN            Return: April 2, 2013 – to Cookeville, TN, following game</p> <p>Total Cost: \$_____</p>		
7	1	Each	<p><b><u>TRIP 7</u></b></p> <p>Depart: April 5, 2013 – from Cookeville, TN            Arrive: April 5, 2013 – Clarksville, TN            Return: April 7, 2013 – to Cookeville, TN, following game</p> <p>Total Cost: \$_____</p>		
			<p>*** (Continued, Next Page) ***</p>		



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8	1	Each	<p><b><u>TRIP 8</u></b></p> <p>Depart: April 9, 2013 – from Cookeville, TN            Arrive: April 9, 2013 – Murfreesboro, TN            Return: April 9, 2013 – to Cookeville, TN, following game</p> <p>Total Cost: \$_____</p>		
9	1	Each	<p><b><u>TRIP 9</u></b></p> <p>Depart: April 16, 2013 – from Cookeville, TN            Arrive: April 16, 2013 – Nashville, TN            Return: April 16, 2013 – to Cookeville, TN, following game</p> <p>Total Cost: \$_____</p>		
10	1	Each	<p><b><u>TRIP 10</u></b></p> <p>Depart: April 19, 2013 – from Cookeville, TN            Arrive: April 19, 2013 – Jacksonville, AL            Return: April 21, 2013 – to Cookeville, TN, following game</p> <p>Total Cost: \$_____</p>		
11	1	Each	<p><b><u>TRIP 11</u></b></p> <p>Depart: May 3, 2013 – from Cookeville, TN            Arrive: May 3, 2013 – Cullowhee, NC            Return: May 4, 2013 – to Cookeville, TN, following game</p> <p>Total Cost: \$_____</p>		
12	1	Each	<p><b><u>TRIP 12</u></b></p> <p>Depart: May 9, 2013 – from Cookeville, TN            Arrive: May 9, 2013 – Cape Girardeau, MO            Return: May 12, 2013 – to Cookeville, TN, following game</p> <p>Total Cost: \$_____</p> <p><b>Note: The trips below are for OVC Tournament games. Team must be playing in the OVC Tournament in order for the bus to be needed on the dates listed below. Game times and location TBD.</b></p>		



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13	1	Each	<p><b><u>TRIP 13 (Possible OVC Tournament)</u></b></p> <p>Depart: May 20, 2013 – from Cookeville, TN            Arrive: May 20, 2013 – Jackson, TN            Return: Any day between May 20, 2013, and May 26, 2013, depending on game results – to Cookeville, TN, following game(s). Return will be no later than May 26, 2013.</p> <p>Total Cost <b>per day</b>: \$ _____*</p> <p><u>*Cost per day is to include travel, driver, layover, deadhead charge (if any), and all costs associated with use of bus.</u></p> <p>In order to compare bids, a one-day trip will be used <i>for Bid Evaluation only</i>.</p> <p><u>The University reserves the right to award contract based on low bid by trip or low total bid.</u></p> <p><b>CONDITIONS / REQUIREMENTS (read carefully!)</b></p> <ol style="list-style-type: none"> <li>1. An itemized invoice in duplicate referencing contract number assigned is to be mailed to the Business Office (Box 5037) after each trip.</li> <li>2. Each destination: Bus and Driver may be utilized for transportation to practices, games and/or meals.</li> <li>3. Number of Buses / Capacity: One (1) forty-eight (48) Passenger Bus.</li> <li>4. Maximum two (2) hour replacement time for breakdowns preferred for each trip. If different, specify: _____            If breakdown of bus(s) occurs, Contractor shall be responsible for prompt replacement of buses in order to not interfere with schedule of trip. Contractor shall provide replacement(s) without any additional cost to the University. If Contractor is unable to provide replacement(s) within a reasonable time period, the University may secure necessary transportation and Contractor will be responsible for any additional cost(s) above trip cost quoted.</li> <li>5. Equipment Required:               <ul style="list-style-type: none"> <li>- DVD Player</li> <li>- TV's</li> <li>- 110-Volt Outlet</li> </ul> </li> <li>6. Age of bus: 5 yrs or less</li> </ol>		



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			<p>Specify make/model/year of buses to be used:</p> <p>Make: _____            Model: _____            Year: _____</p> <p>Number of Buses Owned/Operated by Company: _____</p> <p>7. School to furnish lodging for driver. School to furnish meals for driver, if not comped by restaurant with meals comparable to team meals. School has option to require meals with team.</p> <p>8. Maintenance records of all buses to be used must be available for inspection upon request by the University.</p> <p>9. Bus Drivers and Company as whole must adhere to all ICC and DOT regulations regarding driving safety, safety regulations, etc.</p> <p>Please list ICC / DOT license number and date of licensing.</p> <p style="text-align: center;">             _____                      _____              License Number                      Date of Issuance           </p> <p>10. Provide proof FMCSR Carrier Safety Rating is satisfactory. Attach separate documentation, as needed.</p> <p>11. Provide valid certificate of insurance with the following minimum limits and coverages: \$5,000,000 Automobile Liability Combined Single Limit and \$2,000,000 General Liability (Commercial General Liability General Aggregate).</p> <p>12. Please list all traffic violations and accidents for previous 3 years. Attach a separate sheet if needed or certify "none to report" by initialing below:</p> <p>_____ I certify no traffic violations or accidents in the previous 3 years.</p> <p>13. Certify below that drivers to be used meet all applicable licensure and training requirements for the buses to be operated in fulfillment of this contract. Driver(s) has/have received adequate driver training.</p> <p>_____ By initialing here, I certify that drivers to be used meet all applicable licensure and training requirements for the buses to be operated in fulfillment of this contract, and that the driver(s) has/have received adequate driver training.</p>		



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			<p>14. Functional emergency exit(s) required.</p> <p>15. Clean underneath storage required.</p> <p>16. Working, clean and maintained restroom(s) required.</p> <p>17. Working and maintained HVAC (AC and Heat) required.</p> <p>18. Vendor certifies and guarantees the availability of required buses by signing this bid.</p> <p>19. Required that all buses to be non-smoking.</p> <p>20. Rainout/cancel trip notification of _____ hours. Makeup trip shall be the same price. University otherwise reserves the right to cancel any trip or trips with a seven (7) day written notice.</p> <p>21. University reserves the right, at University's sole discretion, to impose a monetary penalty of up to 1/2 trip fare, if buses do not meet or exceed the specifications listed.</p> <p>22. The safety of the University's student athletes and employees is of primary concern to the University. The University reserves the right to request safety information from a contractor at any time during the contract term. Contractor/bidder shall have five (5) working days in which to respond to such requests to remain in good standing. Failure of any contractor/bidder to satisfactorily comply with all applicable safety standards and/or regulations will result in rejection of bid and/or cancellation of contract.</p> <p><b><u>23. Failure to provide all requested signatures, initials, references, certifications, licenses, records, or other information OR providing records deemed to be unsatisfactory, at the University's sole discretion, could result in rejection of bid.</u></b></p> <p>*****</p> <p><b>OTHER CONSIDERATIONS:</b></p> <ul style="list-style-type: none"> <li>• <b><u>Conflict of Interest.</u></b> The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer, agent, employee, sub-contractor or consultant in connection with any work contemplated or performed relative to this request for quotations and any resulting contract and/or purchase order. If the Contractor is an individual, the Contractor</li> </ul>		



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			<p>warrants that within the past six (6) months he/she has not been and during the term of any resulting contract and/or purchase order will not become an employee of the State of Tennessee.</p> <ul style="list-style-type: none"> <li>• <b><u>Non-Discrimination.</u></b> The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, American Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.</li> </ul> <p>The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion creed, color, sex, age, disability, veteran status or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.</p> <ul style="list-style-type: none"> <li>• <b><u>Liability.</u></b> The Contractor, being an independent contractor and not an employee of the University, agrees to hold harmless the University from any and all liability not specifically provided for in this contract.</li> <li>• <b><u>Early Termination.</u></b> Any resulting contract and/or purchase order may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.</li> <li>• <b><u>Termination for Cause.</u></b> If the Contractor fails to fulfill in a timely and proper manner its obligations under any resulting contract and/or purchase order, or if the Contractor shall violate any of the terms of any resulting contract and/or purchase order, the University shall have the right to immediately terminate any resulting contract and/or purchase order and withhold payments in excess of fair compensation for work completed.</li> </ul> <p>Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages</p>		



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			<p>sustained by virtue of any breach of any resulting contract and/or purchase order by the Contractor.</p> <ul style="list-style-type: none"> <li>• <b><u>Amendment.</u></b> Any resulting contract and/or purchase order may only be modified by written amendment executed by all parties hereto.</li> <li>• <b><u>Audit.</u></b> The Contractor shall maintain documentation for all charges against the University under any resulting contract and/or purchase order. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under any resulting contract and/or purchase order, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives.</li> <li>• <b><u>Assignment.</u></b> The Contractor shall not assign any resulting contract and/or purchase order or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the University or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed sub-contractor was or is currently ineligible to bid on the resulting contract and/or purchase order.</li> <li>• <b><u>Governing Law.</u></b> This request for quotations and any resulting contract and/or purchase order shall be construed in accordance with the laws and Constitution of the State of Tennessee.</li> <li>• <b><u>Terms and Conditions.</u></b> The terms and conditions of this request for quotations and any resulting contract and/or purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase. Any subsequent terms and conditions set forth by the vendor on invoices or in any other manner, shall not apply unless expressly agreed to in writing by the University.</li> <li>• <b><u>NCAA Clause.</u></b> Contractor agrees to comply with relevant National Collegiate Athletic Association (“NCAA”) legislation, interpretations and policies, located on the NCAA website at <a href="http://www.ncaa.org/">http://www.ncaa.org/</a> and as amended from time to time, on the use of a student-athlete’s name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule</li> </ul>		





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			<p>12.5.2 "Use of Student Athlete Name or Likeness." Contractor further agrees that it will immediately report any actual or suspected violations of the NCAA legislation, interpretations, and/or policies to the Institution in the manner prescribed by this contract for communicating with the Institution. Contractor also acknowledges that this provision is a material term of this contract.</p> <ul style="list-style-type: none"> <li>• <b><u>Tobacco Policy.</u></b> TTU is a No-Smoking and Tobacco-Free Campus, with all smoking ("herbal" and tobacco) and all other tobacco usage permitted only in private vehicles. This policy applies to all University buildings and grounds, TTU-affiliated off-campus locations and clinics, and any buildings or properties owned, leased or rented by TTU in all other areas. Smoking and tobacco use continues to be prohibited in all state vehicles. This no smoking and tobacco-free campus policy is in effect 24 hours a day, year-round.</li> </ul> <p>*****</p>		



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			<p style="text-align: center;"><b>ATTESTATION RE: PERSONNEL USED IN CONTRACT PERFORMANCE</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <b>CONTRACTOR LEGAL ENTITY NAME:</b> </td> <td style="width: 50%;"></td> </tr> <tr> <td style="padding: 5px;"> <b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b> </td> <td></td> </tr> </table> <p style="margin-top: 10px;"> <b>The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. If the Contractor is discovered to have breached this attestation, the Contractor shall be prohibited from supplying goods/services to any TBR institution/state for a period of one (1) year from the date of discovery of the breach. (Rules of Finance and Administration, 0620.)</b> </p> <p><b>Signature &amp; Date:</b></p> <hr style="width: 50%; margin-left: 0;"/> <p style="font-size: small; margin-top: 5px;">           NOTICE: This attestation <b>MUST</b> be signed by an individual empowered to contractually bind the contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.         </p>	<b>CONTRACTOR LEGAL ENTITY NAME:</b>		<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b>			
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			<p>*****</p> <p><b>NOTE:</b> Tennessee Technological University requires all vendors to register with the Purchasing Office. If you have already completed a Vendor Application Form please enter your vendor number in the space below; otherwise go online at the link listed to register, and enter the number you are given when the application process is complete. Failure to register may prohibit vendors from doing business with the University.</p> <p><b>TTU Vendor Number:</b> _____</p> <p><a href="http://www2.tntech.edu/purchasing/vendorreg/vendorlogin.asp">http://www2.tntech.edu/purchasing/vendorreg/vendorlogin.asp</a></p> <p>*****</p> <p>The (Proposer/Bidder/Vendor) certifies, by signature below and submission of this (proposal/bid), that neither I nor my principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.</p> <p>*****</p>		

*BIDDER IS TO COMPLETE INFORMATION AND SIGN BID BELOW.*

\_\_\_\_\_ Cash / Time discounts, if any \_\_\_\_\_  
 (Firm Name)

\_\_\_\_\_ No. of days to deliver ARO \_\_\_\_\_  
 (Address)

\_\_\_\_\_ Phone / Fax / E-mail \_\_\_\_\_  
 (City, State, Zip)

\_\_\_\_\_ (Authorized Signature of Bidder) \_\_\_\_\_ (Date)

**NOTE: UNSIGNED BIDS WILL BE REJECTED WITHOUT CONSIDERATION.**

Tennessee Technological University is an EEO/AA/Title IX/Section 504/ADA employer