

UNIVERSITY OF SOUTH ALABAMA

PURCHASING DEPARTMENT



TELEPHONE: (251) 460-6151
FAX: (251) 414-8291
AD 245 • MOBILE, ALABAMA 36688-0002

REQUEST FOR SEALED BIDS

Bid No.	1121901	Return Original Bid To:
Issue Date:	12/19/2011	University of South Alabama
Bid Title:	Temporary Bus Operators (Re-bid)	Purchasing Department
Contact Name:	Dennis Gassert	307 University Blvd., Room AD-245
Contact Phone:	251.460.7735	Mobile, AL 36688-0002
Opening Date:	4/2/2012	Opening Time 11:00:00 AM

1. Pursuit to the provisions of the State of Alabama Competitive Bid Law rules and regulations adopted there under, sealed bids will be received on the items noted herein by the Purchasing Department, University of South Alabama, Mobile, Alabama, 36688-0002, until the date and time stated above. Bid Number and opening date must be clearly marked on the outside of all bid packages.
2. Interested bidders should review the attached Standard Terms and Conditions for additional information prior to responding to this Request for Sealed Bids.
3. All bids are to be "F.O.B. Destination – Freight Prepaid and Allowed"

Company Name:		Phone:	
Address:		Fax:	
City:		State:	
Zip Code:		Email:	

Bids may "NOT" be faxed directly to the University in response to this Request for Sealed Bids.

Bids must be signed in ink or it will not be considered.

Representative Name

Date

Signature

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH THE CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. ALL INTEREST BIDDERS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

UNIVERSITY OF SOUTH ALABAMA

PURCHASING DEPARTMENT



TELEPHONE: (251) 460-6151
FAX: (251) 414-8291
AD 245 • MOBILE, ALABAMA 36688-0002

UNIVERSITY OF SOUTH ALABAMA

TEMPORARY BUS OPERATORS (RE-BID)

USA BID NO. 1121901

SCOPE OF WORK: Vendor will provide qualified temporary bus operators, along with all personnel service related to such employees. Services shall include recruitment, hiring, maintain relief driver, termination of employees, and preparation of payroll, payment of taxes, unemployment compensation and workers' compensation benefits.

Vendor will secure a MVR and CDLIS for all drivers in addition to the national background check for overnight trip drivers. Vendors will maintain an 80% random DOT drug and alcohol screen frequency on a monthly basis from driver pool. The University will train and supervise vendor's employees and will be responsible for the equipment. Vendors will only be liable for willful and gross misconduct and negligence of its employees, unless this is the result of a direction of a University Supervisor. Vendor's employees will wear appropriate uniforms and ID badges.

Cost of drug testing, DOT physical exam. MVR and CDLIS will be billed to the University at no mark-up by vendor. Overnight travel pay will include hours on duty, lodging, meals, fuel, oil and if necessary, parts to repair the vehicle. The University expects the vendor to provide a debit card, credit card, or cash to a driver who will work overnight trip(s), in order to pay for the items mentioned previously. At the conclusion of the overnight trip(s) and when the driver provides all receipts to the University, the University will reimburse the vendor for the reasonable amount that a driver will spend to complete the overnight trip(s).

Vendor shall keep in force Worker's Compensation as required by statute: comprehensive general liability insurance covering bodily injury with limits of \$1,000,000 per occurrence; and an umbrella policy of at least \$2,000,000.

UNIVERSITY OF SOUTH ALABAMA



PURCHASING DEPARTMENT

TELEPHONE: (251) 460-6151
FAX: (251) 414-8291
AD 245 • MOBILE, ALABAMA 36688-0002

Pricing: The University expects the billing rate to include hourly wage, mark up, other cost, etc.

The University estimates the number of hours/year straight time and the number of hours/year overtime to be 29,000 hours and 400 hours, respectively. Below is the format with blank spaces for your billing rates, your totals for the straight time and overtime hours, and your grand total for 1 year.

$$\text{Straight Time Billing Rate} \underline{\hspace{2cm}} \times \frac{29,000}{\text{Estimated Annual Hours}} = \underline{\hspace{2cm}} \text{ Straight Time Total}$$

$$\text{Overtime Billing Rate} \underline{\hspace{2cm}} \times \frac{400}{\text{Estimated Annual Hours}} = \underline{\hspace{2cm}} \text{ Overtime Time Total}$$

$$\underline{\hspace{2cm}} \text{ Straight Time Total} + \underline{\hspace{2cm}} \text{ Overtime Total} = \underline{\hspace{2cm}} \text{ Grand Total}$$

Please direct all inquiries to Mr Dennis Gassert, 251-460-7768.

STANDARD TERMS AND CONDITIONS

IMPORTANT NOTICE REGARDING ALABAMA SALES TAX

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Important Notice: All payments and reimbursements are processed via direct deposit. Payees who have not already enrolled to participate in direct deposit must do so to receive payment. Enrollment may be accomplished by completing a USA Direct Deposit form, available at: <http://www.southalabama.edu/financialaffairs/purchasingdepartment/eddauth.pdf>

1. PREPARATION OF BIDS

- 1.1 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 1.2 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
- 1.3 Brand Name References: Unless specified "No Substitute," any catalog brand name or manufacturer's reference used in the bid invitation is for descriptive/comparison purposes only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this bid invitation. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the invitation.
- 1.4 Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- 1.5 Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid where applicable.

2. SUBMISSION OF BIDS

- 2.1 Bids, modifications or corrections thereof received after the closing time specified will not be considered. All bid responses must be received via sealed envelope. Faxed responses will not be accepted.

3. ACCEPTANCE OF BIDS

- 3.1 The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, and to award the bid to best serve the interest of the University.
- 3.2 If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the University shall have 30 days to accept.

4. ERROR IN BID

- 4.1 In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

5. AWARD

- 5.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
- 5.2 When more than one item is specified in the Invitation, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Sealed Bids, or as expressly stated in the Request for Sealed Bids.

- 5.3 A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Request for Sealed Bids results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.

6. DELIVERY

- 6.1 The Request for Sealed Bids will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.
- 6.2 Delivery shall be made during University work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other shipment has been obtained.
- 6.3 Packing memoranda shall be enclosed with each shipment.

7. ACCEPTANCE AND REJECTION

- 7.1 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the vendor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

8. TAXES AND TRADE DISCOUNTS

- 8.1 The University of South Alabama is a state educational institution exempt by law from payment of such taxes. Do not include state or local sales taxes in bid price.
- 8.2 Trade discounts should be deducted from the unit price and net price should be shown in the bid.

9. DEFAULT

- 9.1 Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.
- 9.2 Consistent failure to meet delivery without acceptable justification may cause removal from the bidders list or suspension of eligibility for award.

10. WAIVER

- 10.1 The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

11. CANCELLATION

- 11.1 Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

12. ALTERNATE BIDS

- 12.1 Unless specifically requested by the University, alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.

13. BID OPENINGS

- 13.1 Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made, either stated or implied, at the bid opening.

14. INVOICING

14.1 The contractor shall be paid upon completion of all of the following: (1) submission of an original itemized invoice indicating both the bid number and the purchase order number (where applicable), (2) delivery and acceptance of all commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the University of South Alabama department of Accounts Payable.

15. PRICING

15.1 Bidders must quote FOB University of South Alabama, Mobile, Alabama. In case of such errors in extension, unit price shall govern. Prices are firm and, thus, are not subject to escalation unless otherwise stated in the Request for Sealed Bids. Unless otherwise specified, the bid must be firm for acceptance for thirty (30) days from the bid opening date.

16. GUARANTY

16.1 All items bid shall be newly manufactured, in first class condition, of latest model and design, to include where applicable containers suitable for shipment and storage unless otherwise specified in the Request for Sealed Bids. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material and that, if sold by drawing, specifications, or sample, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that, if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws relating to construction, packaging, labeling, and registration have been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.

16.2 Per Section 39 of the Alabama State Bid Law, bidders for public works (construction) projects valued in excess of \$50,000 shall file either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the awarding authority for an amount not less than five percent of the awarding authority's estimated cost or of the contractor's bid, but in no event more than ten thousand dollars (\$10,000) unless otherwise stated on this Request for Sealed Bids unless otherwise noted in this Request for Sealed Bids.

In addition, the successful bidder for public works projects valued in excess of \$50,000, shall provide a performance bond, with penalty equal to 100 percent of the amount of the contract price, and a payment bond, payable to the awarding authority letting the contract, shall be executed in an amount not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond unless otherwise noted in this Request for Sealed Bids.

17. STORAGE

17.1 The University will be responsible for storage if the contractor delivers within the time required and the University cannot accept delivery.

18. VARIATION IN QUANTITY

18.1 The University of South Alabama assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified on the University purchase order.

19. STATE PROPERTY

19.1 Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the University and the State and shall be kept confidential, used only as expressly authorized and returned to the University at the contractor's expense. Commodities must be properly identified by description when returned.

20. PATENTS OR COPYRIGHTS

20.1 The contractor agrees to indemnify and hold the University harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

21. ASSIGNMENTS

21.1 Any contract entered into pursuant to the Request for Sealed Bids is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

22. OTHER REMEDIES

22.1 In addition to the remedies outlined herein, the contractor and the University of South Alabama have the right to pursue any other remedy permitted by law or in equity.

23. ANTI-TRUST ASSIGNMENT

23.1 As part of the consideration for entering into any contract pursuant to the Request for Sealed Bids, the bidder named on the front of the Request for Sealed Bids acting herein by the authorized agent, hereby assigns, sells and transfers to the University of South Alabama all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the state of Alabama for price fixing, which causes of action have accrued.

24. CLARIFICATIONS

24.1 Any interpretation or correction of the bid documents or specifications will be made only by addendum and will be mailed or delivered to each bidder of record. The University of South Alabama will not be responsible for any oral explanations or interpretations of this bid. All questions concerning this Request for Sealed Bids must be addressed to the University of South Alabama Purchasing Department, 307 University Blvd., Room AD-245, Mobile, AL 36688-0002 (Telephone 251-460-6151).

25. PROPRIETARY INFORMATION

25.1 All bid information, proposals, applications, briefs, sales brochures, etc. will become the property of the University of South Alabama when submitted in response to this Request for Sealed Bids. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

26. PRODUCT INFORMATION

26.1 Bidders are requested to submit technical and descriptive literature, with bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

27. TERMS AND CONDITIONS

27.1 To be considered, bidders must include as part of their bid all of the provisions of this Request for Sealed Bids. An official authorized to bind the bidder must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms are in conflict with the laws of the State of Alabama, the laws of the State of Alabama will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this Request for Sealed Bids and the bidder's response.

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL / PUBLIC EMPLOYEE	STATE DEPARTMENT / AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.