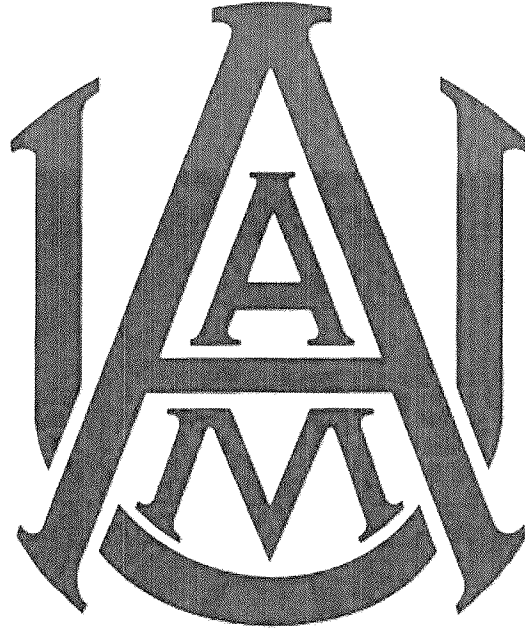


# Alabama A&M University



**Passenger Bus Transportation for  
Marching Maroon & White Band  
Invitation to Bid (ITB) –**

2K17-05B

# **Alabama A&M University**

## **Passenger Bus Transportation for Marching Maroon & White (MMW) Band**

**Bid No. 2K17-05B**

### **INTRODUCTION**

Alabama A&M University ("University") is seeking bids from qualified vendors to provide passenger bus transportation services for its Marching Maroon & White (MMW) Band for the Fall 2017 season. At any time during the contract term, Alabama A&M University reserves the right to terminate a contract for convenience or cause with 30 days prior notice to the vendor.

Alabama A&M University will issue the awarded vendor an open purchase order in the sum of the estimated total contract value. It is to be understood that due to force majeure schedule changes may occur and transportation needs may be canceled. The University reserves the right to cancel a trip at any time. For these reasons, the vendor will invoice actual fees incurred to be paid in reference to the open purchase order. It is to be understood that the quoted, estimated total contract value is to be considered the not to exceed price under the assumption no schedule changes occur. Therefore, a vendor may not actually receive the total estimated contract value as revenue.

Vendors are to itemize the total cost associated with each scheduled trip. Alabama A&M University understands that fuel costs and mileage are associated costs with travel and may not be known until after a trip has been completed. For those reasons, bidders are encouraged to provide their best estimate of the price for each trip.

The awarded vendor must follow Federal and State of Alabama laws and Alabama A&M University policies and procedures throughout the duration of the contract.



Purchasing Department  
P. O. Box 1627  
Normal, Alabama 35762  
(256) 372-5227 Office  
(256) 372-5223 Fax

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## GENERAL CONDITIONS & GUIDELINES

1. **Requirements:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") must receive each vendor's bid package by mail or hand delivered no later than 2:00 P.M. Central Time on the bid submission deadline, which will also be the date and time of the bid opening. Unless otherwise noted, the bid opening will take place at:

Alabama Agricultural and Mechanical University

Purchasing Department

4900 Meridian Street

Patton Hall, Room 305

Normal, AL 35762

All bids received must be provided in a sealed envelope. (Ala. Code § 41-16-54 (b)) A faxed or emailed bid does not meet the requirements of the statute because it is not sealed, and all such bids will be deemed ineligible for award. (Attorney General's Opinion # 91-016)

Mailed sealed bids sent to the Purchasing Department by logistics carriers FedEx, DHL, or Airborne Express must be sent to the following address:

Alabama A&M University

Purchasing Department

4900 Meridian Street

Patton, Hall, Room 305

Normal, AL 35762

Mailed sealed bids sent to the Purchasing Department by the United States Postal Service (USPS) must be sent to the following address:

Alabama A&M University

Purchasing Department

P.O. Box 1627

Normal, AL 35762

2. **Bid Preparation:** Alabama Agricultural and Mechanical University bid forms must be completed and returned as a part of the bid quote. Bids should be as thorough and detailed as possible so that AAMU may be able to properly evaluate a bidder's capabilities to provide the required products or services. All bidders must send descriptive literature and/or manufacturer's specifications along with any supplemental specifications necessary to compare the items bid with the requirements set forth in the bid form. All bids must be submitted within a sealed package with the bid number, opening date and time, and bidder's name and address clearly indicated on the envelope. Bidders are required to submit all items required in the bid package.

An authorized representative of the Bidding Agency shall sign ITB bid documents. All information requested must be submitted. Failure to submit all information requested may result in rejection of the bid. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All supporting documentation submitted with the bid should be bound in that single volume.

Ownership of all data, materials, and documentation originated and prepared for the University pursuant to the ITB shall belong exclusively to AAMU and be subject to public review.

3. **Oral Presentation:** Bidders who submit a bid in response to this ITB may be required to give an oral presentation of their bid to the Awarding Authority. This will provide an opportunity for the Bidding Agency to clarify or elaborate on the bid but will in no way change the original bid. If an oral presentation is to be required, the Awarding Authority

will schedule the time and location of these presentations. Oral presentations are an option of the Awarding Authority and may not be required to be conducted.

4. **Bid Bonds:** It is required for any contract exceeding \$10,000 that the bidder submit with his or her bid a bid bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base bid to not exceed \$10,000. Bid bonds must be submitted in a form of a cashier's check, certified check, postal money order, irrevocable letter of credit, or U.S. Treasury Notes in lieu of a bid bond. No personal checks or company checks will be accepted. If a bid bond, when required, is not included in a bid package, the bidder's bid package will not receive further consideration.
5. **Award:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") reserves the right to accept or to reject any or all bids and is not bound to accept the lowest bid if that bid is contrary to the best interests of the University. In making an award, intangible factors such as a bidder's service, integrity, conformity with specifications, transportation charges, terms of delivery, facilities, equipment, reputation, and past performance history will be weighed along with the quality displayed in the samples submitted (Ala. Code § 41-16-57 (a)). Bids may be awarded either item by item, in product groups, or all or none, whichever appears to be in the best interests of the University. Selection shall be made of one bidder deemed to be fully qualified and best suited among those bidders that submitted bids on the basis of the evaluation factors included in this ITB. Financial criteria shall be considered, but will not be the sole determining factor. After reviews have been conducted, the Awarding Authority shall select the Bidding Agency which has made the best bid and shall award the bid to that Bidding Agency. The Awarding Authority may cancel this ITB or reject any and all bids at any time prior to an award.

A bid accepted in error as the lowest responsible bid is null and void and AAMU, upon discovery of the error, may accept the lowest bid and award the contract to that bidder. (Attorney General's Opinion # 2002-071)

Under Ala. Code § 41-16-57 (c), the Awarding Authority may consider lifecycle costs in making its determination of the lowest responsible bidder.

Under Ala. Code § 41-16-57 (b), the Awarding Authority shall give preference to commodities produced in Alabama or sold by Alabama companies provided there is not a loss in price or quality. However, when the lowest bidder is a foreign entity, meaning that the vendor does not have a place of business within the State of Alabama, AAMU may award the contract to an "in-state" responsible bidder if his or her bid is within ten percent (10%) of the foreign entity's lowest responsible bid. AAMU may also award the contract to any of the following "in-state" responsible bidders that are within ten percent (10%) of the foreign entity lowest bidder:

- A. A woman-owned enterprise
- B. A small business enterprise

- C. A minority-owned business enterprise
- D. A veteran-owned business enterprise
- E. A disadvantaged-owned business enterprise

If an “in-state” vendor is not within ten percent (10%) of the foreign entity lowest responsible bidder, the contract will be awarded to the foreign entity.

6. **Second Lowest Responsible Bidder:** An Awarding Authority can award the bid to the second lowest responsible bidder if the lowest responsible bidder defaults on the contract after the award has been made, but only under any of the following circumstances:
  - A. The lowest responsible bidder notifies the Awarding Authority in writing that he or she will no longer comply with the contract’s terms.
  - B. The Awarding Authority documents the default in writing.

The second lowest responsible bidder shall only receive the award given that he or she agrees to all the terms and conditions in the original bid.

7. **Bid Withdrawal:** No bids may be withdrawn without approval from Alabama Agricultural and Mechanical University’s Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after the bid opening date with justification or reason for the withdrawal. More than two (2) such requests could result in removal from our bid list. No bid may be withdrawn after the issuance of a purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default. Refer to “Default of Contractor.”

Alabama Agricultural and Mechanical University may remove any vendor from the Bidders List after a vendor fails to respond to three consecutive Invitation to Bid (ITB) requests.

8. **Bid Rejection:** The Awarding Authority may reject any bid if the price is deemed excessive or the quality of the product inferior. (Ala. Code § 41-16-57 (c)) In the event only one bidder responds to an invitation to bid, the Awarding Authority may reject the bid and negotiate the purchase or contract, provided that the negotiated price is lower than the bid price and there are no change in specifications. (Ala Code § 41-16-50 (a) and Attorney General’s Opinion # 98-140). In the event only one bidder responds to an invitation to bid, the Awarding Authority may also advertise for and seek other competitive bids. Where only one responsible and responsive bid is received, AAMU may only negotiate for a price lower than the single bid received.

9. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in the bid evaluation any cash discount of less than thirty (30) days of duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid response. Bids containing “payment in advance” or “cash on delivery (COD)” requirements may be rejected.

10. **Applicable Law:** It is agreed that this quotation is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Bidder represents and warrants that all article and services covered by this bid meet or exceed the safety standards established and promulgated under the Federal, Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as the date of this bid.

The furnishing of materials, supplies, equipment, or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of an pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88<sup>th</sup> Congress, the “Civil Rights Act of 1964.”

11. **Non-Collusion:** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the bids of such bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid.

12. **New Products:** Unless specifically called for in the bid, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured or refurbished, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the bid. The manufacturer’s standard warranty will apply unless otherwise specified in the bid. All requests should be supplied complete, ready to be installed, including all cabling and connectors, where applicable.

13. **Bonds:** Bid and performance security bond, when required will be indicated.

14. **Bid Submission:** Failure to submit a bid on the official Alabama Agricultural and Mechanical form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, AAMU reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

All information shall be typewritten or handwritten in the appropriate spaces on the forms. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

All bids must be signed. Failure to do so will result in rejection of the bid.

15. **Delivery:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by Alabama Agricultural and Mechanical University.

Delivery time may be a criterion in awarding bids. Specify earliest possible delivery after receipt of order. Failure to deliver within the time the vendor specified in the bid will constitute a default and may cause cancellation of the contract. Refer to "Default of Contractor."

All prices quoted are to include Free on Board (F.O.B.) shipping to Alabama Agricultural and Mechanical University, Central Receiving Building, 3409 Meridian Street, Huntsville, AL 35811 (unless another F.O.B. point is stated by the University on the bid form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated in the bid requirements. If you are not quoting a delivered price, you must indicate your shipping provider / logistics carrier and all related transportation costs itemized in your bid for evaluation purposes.

16. **Bid Terms:** Bidders must show unit prices, extensions, and total price, where applicable. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for a minimum of thirty (30) days from the date of bid opening and any exceptions must be clearly stated.

17. **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made.

18. **Bids are Public Record:** All bids become a matter of public record at bid award. Alabama Agricultural and Mechanical University accepts no responsibility for maintaining confidentiality of any information submitted with bid whether labeled confidential or not.

19. **Standards of Quality:** When a material, article, or piece of equipment is identified in these specifications by reference to manufacturer's or vendor's name, trade name, catalog, and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and

function. It shall not be purchased or installed by the contractor without the Purchasing Agents' written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable AAMU to determine if the product offered meets the requirements of the Invitation to Bid (ITB). Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an "Equal" product, such bid will be considered to offer the brand name product referenced in the invitation. References to manufacturers, suppliers, catalog numbers, etc. are intended to establish quality standards and does not exclude bids from others as long as quality standards are met. Offers of equal items must state the brand and quality standard. Alabama Agricultural and Mechanical University will be the sole judge of Equal items bid.

20. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.
21. **Default of Contractor:** Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
22. **Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
23. **Contract Cancellation:** The Purchasing Department has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the agreed upon contract duration; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.
24. **Warranties:** Should merchandise described on this bid contain a manufacturer's warranty, bidders must state the warranty terms in the space provided on the bid. Bids offered for merchandise when no warranty applies must clearly state: "NO WARRANTY"

COVERAGE.” Warranty information may be criteria in making this award. Failure of bidders to furnish this data may cause rejection of the complete bid as being non-responsive.

25. **Disclosure Statement:** The successful bidder will be required to file with the Purchasing Department a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by Alabama Agricultural and Mechanical University.



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Normal, Alabama 35762  
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## BID BONDS

It is required for any contract exceeding \$10,000, that the bidder submits with his or her bid a Bid Bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base bid or not to exceed \$10,000. Bids Bonds must be submitted in a form of a cashier's check, certified check, postal money order, irrevocable letter of credit, or U.S. treasury notes in lieu of a Bid Bond. No personal checks or company checks will be accepted. It is at the buyer's discretion on whether or not to require Bid Bonds for all other bids. **Any bid package that does not include a Bid Bond will not receive further consideration.**

**A Bid Bond remains in effect until the service or job is completed. The Bid Bonds of unsuccessful bidders will be returned to the bidder of sixty (60) days after bid award has been made or once the awarded bidder successfully fulfills the first purchase order received.**



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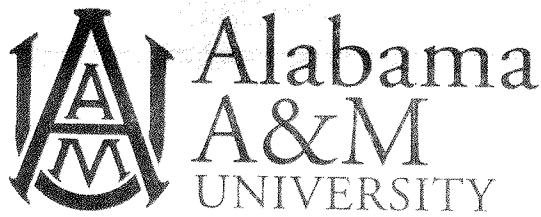
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### **Certification Pursuant To Act No. 2006-557**

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

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.***



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## **Contractor's E-Verify Clause and Affidavit**

Effective immediately, this notice shall be included in all Requests for Proposals (RFPs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012.

### **E-VERIFY – NOTICE (RFP)**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. *A response to this RFP/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.*

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

AFFIDAVIT 2

I, Brandon Dudley, a duly authorized officer or agent of Global Choice Services LLC (contractor), do execute this affidavit on behalf of Global Choice Services LLC (contractor) and by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (*Code of Alabama (1975) § 31-13-9*), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, or corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll> operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Global Choice Services LLC

Name of Contractor

Brandon Dudley

Signature of Authorized Officer or Agent of Contractor

Vice President

Title of Authorized Officer or Agent of Contractor

Brandon Dudley

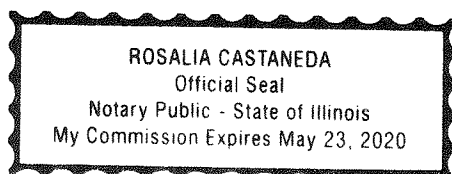
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 13 DAY OF June, 2017

R. L. ...

Notary Public

My commission Expires: May 23, 2020



Section 41-4-116

**Taxation on sales and leases of tangible personal property to state agency.**

(a) For the purpose of this division, the following terms shall have the respective meanings ascribed by this section:

(1) **AFFILIATE.** A related party as defined in subsection (b) of Section 40-23-190 as that provision exists on January 1, 2004.

(2) **STATE DEPARTMENT or AGENCY.** Every state office, department, division, bureau, board, or commission of the State of Alabama.

(b) A state department or agency may not contract for the purchase or lease of tangible personal property from a vendor, contractor, or an affiliate of a vendor or contractor, unless that vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are properly registered, collecting, and remitting Alabama, state, and local sales, use, and lease tax, as provided for by Chapter 12, Article 4, and Chapter 23, Articles 1 and 2 of Title 40 or by any local act or ordinance.

(c) Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with a state department or state agency shall be required to certify that the vendor or affiliate is appropriately registered to collect and remit sales, use, and lease tax as required by this section and submit to that state department or agency certification required by the Alabama Department of Revenue.

(d) Every bid submitted and contract executed by the state shall contain a certification by the bidder or contractor that the bidder or contractor is not barred from bidding for or entering into a contract under this section and that the bidder or contractor acknowledges that the contracting state agency may declare the contract void if the certification completed is false.

(e) Each vendor or contractor that sells or leases tangible personal property to a state department or agency, and each affiliate of that vendor or contractor that makes sales for delivery into Alabama, shall be required to collect and remit the Alabama sales, use, or lease tax on all its sales and leases into the state.

*(Act 2006-557, p. 1281, §1.)*

**BUS PROVIDED FOR TRIP MUST MEET THE FOLLOWING SPECIFICATIONS PRIOR TO DEPARTURE FROM THE UNIVERSITY:**

- Buses that are sent to us for our use must be no older than 2012 models. In the event that the bus does meet our requirements and not satisfactory for our purposes, a bus that does meet our specifications should be provided. Otherwise, a reduction in price or a refusal to use your service for the remainder of our trips if you are awarded our bid.
- Exact bus number provided prior to trip
- 56 passenger coach based on travel party size
- The bus exterior physical appearance (color, graphics, etc.) should be identical for all total requested buses
- Roomy reclining seats with foot rest
- Workable VCR/DVD with six (6) monitors & Multi-disk CD changer
- Working audio and DVD/video equipment
- Proof of service of bus prior to departure
- Clean, Extra-large flush type restrooms
- Climate-controlled air conditioning and heating systems
- Overhead racks for carry-on bags
- Large, weather-proof luggage compartments below bus
- Wi-Fi and/or Satellite Capability
- Individual reading lights & Individual pull-down blinds
- Bus driver must be knowledgeable regarding site-direction per itinerary
- Buses must be punctual and capable of departing on time
- Bus should be serviced and ready for travel prior to departure. Should a bus break down, another bus should be made available immediately. If this problem persists, we reserve the right to cancel services for the remainder of the bid term.
- Driver must have an understanding and experience as it pertains to transporting the team to games, practices, meals, etc.
- Successful bidder must be a member of United Bus Owner's Association American Bus Association/United Motor Coaches of America.
- The bidder must be licensed for interstate and intrastate passenger transportation.
- Each bus must be equipped with all safety devices and must meet all applicable state and federal requirements.
- Each bus must have affixed a current DOT inspection sticker
- The successful bidder will be required to carry a minimum of \$5,000,000 liability insurance and Certificate of Insurance must be provided to the University.
- The University reserves the right to cancel a trip at any time due to inclement weather or even scheduling changes. The University also reserves the right to cancel a trip for any reason with a 30-day notice.
- The successful bidder will be determined by evaluation of a number of factors which include but are not limited to the following:
  - Bid Pricing
  - Quality of the buses relative to appearance, comfort features, and mechanical reliability
  - Ability to provide local service when requested
  - Ability to plan and trouble shoot transportation issues with 24-hour customer service representatives
  - Ample fleet of buses, deluxe coaches, sleeper buses, and executive coaches
  - References from other Division I athletic programs
  - Ability to provide on-call services within a 2 hour time frame
- Award will be made to the bidder who is determined by the University to best meet its needs and objectives.

I, Brian D. [Signature], representative of Global Charter Services, LLC  
(Signature) (Name of Vendor/Company)  
understand by signing this Bus Bid Requirement from Alabama A&M University, that my company is responsible for meeting all requirements as listed or may not be considered as a vendor.



ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY  
PURCHASING DEPARTMENT  
POST OFFICE BOX 1627  
305 PATTON HALL  
NORMAL, ALABAMA 35762  
TELEPHONE: (256) 372-5227

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY, PURCHASING DEPARTMENT, PATTON HALL, NORMAL, ALABAMA 35762. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

DATE  
05/31/2017

BID NUMBER  
2K17-05B

RESPONSE DUE BY

06/13/2017  
2:00 P.M.

## REQUEST FOR FORMAL BID

CONTACT

Tim Thornton

PHONE 256 372-5227

**WHEN USING FEDEX, UPS, OR ANY EXPRESS  
PACKAGING/SHIPPING, THE BID NUMBER MUST  
BE CLEARLY PRINTED ON THE AIR BILL.**

VENDOR NO.

V  
E  
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D  
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R

ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

**THE ABOVE BID NUMBER MUST APPEAR ON ALL  
BIDS AND RELATED CORRESPONDENCE**

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	5	EA	56 Passenger Bus with TV monitors & all required specs From Huntsville, AL to Birmingham, AL Round Trip on: Sept. 2, 2017, Time: TBA	1195.00	5975.00
2	5	EA	56 Passenger Bus with TV monitors & all required specs From Huntsville, AL to Nashville, TN Round Trip on: Sept. 9, 2017, Time: TBA	1195.00	5975.00
3	5	EA	56 Passenger Bus with TV monitors & all required specs From Huntsville, AL to Mobile, AL Overnight Trip from Sept. 16-17, 2017, Time: TBA	3570.00	17850.00
4	5	EA	56 Passenger Bus with TV monitors & all required specs From Huntsville, AL to Baton Rouge, LA Overnight Trip from: Oct. 7-8, 2017, Time: TBA	4980.00	24900.00
5	5	EA	56 Passenger Bus with TV monitors & all required specs From Huntsville, AL to Birmingham, AL Overnight Trip from: Oct. 28-29, 2017, Time: TBA	2390.00	11950.00
<b>TOTAL</b>				66650.00 *	

SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR.  
I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

SIGNATURE

COMPANY REPRESENTATIVE

DATE

6/8/2017

An affirmative action/equal opportunity institution

\* Please note that pricing does not include relief drivers when schedule requires it, driver gratuity, driver lodging and bus parking.

**Note:** In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

Please indicate your company classification by circling the appropriate initial: Small Business (SB), a Small Disadvantaged Business (SD), a Black Small Disadvantaged Business (BD), a Woman-Owned Small Business (WB), a Woman-Owned Small Disadvantaged Business (WD), a Black Woman-Owned Small Disadvantaged Business (BW), a Large Business (LB), an Individual (IN), Educational (ED), Non-Profit (NP), a Labor Surplus Area Concern (LS), Disabled Veteran-Owned Small Business (DV), Veteran-Owned Small Business (VS), Historically Underutilized Business Zone (UZ), or a Governmental Agency (GV).

F.O.B. Point	TERMS	WARRANTY
AAMU DESTINATION ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL

\*Your company reference number, if applicable with this bid quotation.

#### Certification Pursuant To Act No. 2006-557

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.

Global Charter Services LLC  
COMPANY NAME (TYPE OR PRINT)

312 476 6184  
TELEPHONE NUMBER

Brandon Dudley  
SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

Brandon Dudley  
SIGNATURE

06/13/2017  
DATE

Alabama Agricultural and Mechanical University prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 subpart b.

Alabama Agricultural and Mechanical University will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A & M University is an instrumentality of the State and is federal, state and local tax exempt.

#### SPECIAL NOTE:

Manufacturer's published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheets or Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid 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

Global Charter Services, LLC

ADDRESS

820 West Jackson Blvd Suite 815

CITY, STATE, ZIP

Chicago IL 60607

TELEPHONE NUMBER

(312) 476-6184

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

Alabama A&M University

ADDRESS

4900 Meridian Street

CITY, STATE, ZIP

Normal AL 35762

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

Alabama A&M University

Passenger Bus Transport

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

OVER

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
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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
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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.

*Brian Day*  
Signature

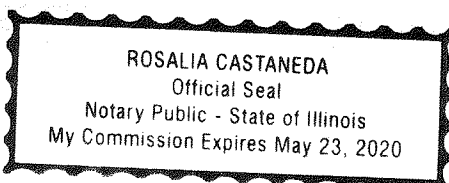
*6/13/2017*  
Date

*Rcd*  
Notary's Signature

*6.13.17*  
Date

*May 23, 2020*  
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.



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Global Charter Services, LLC</b>	
	2 Business name/disregarded entity name, if different from above <b>The BusBank</b>	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <b>P</b> <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>820 W Jackson Blvd Suite 815</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Chicago, IL 60607</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
3	6		-	4	4	1	3	2 2 2

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Jamie Bednarek</i>	Date ▶ <b>1-03-17</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Purchasing Department  
P. O. Box 1627  
Normal, Alabama 35762  
(256) 372-5227 Office  
(256) 372-5223 Fax

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### **INSTRUCTIONS UNIQUE TO THIS INVITATION TO BID (ITB)**

1. The sealed bid package submission deadline is June 14, 2017 at 2:00 P.M. Central Standard Time (CST). Bids not received by that time will be ineligible from further consideration. It shall not be sufficient to show that a bid was postmarked by or before the bid submission deadline.
2. A bid bond is required for this bid. Instructions regarding bid bonds are found in this bid package.
3. Bidders must submit all provided documents with each bid response.
4. Please type Invitation to Bid responses directly into the PDF you have been provided. Handwritten responses are accepted but not preferred.
5. This bid is being advertised by AL.com, Vendor Registry through Alabama A&M University, and the Huntsville Times newspaper.