REQUEST FOR PRICE QUOTATION

Bid Number: T051413       Date of Request: 01/22/09       Date of Opening: 02/04/09

Any questions regarding this RFQ should be directed to: Jennifer Patrick, jpatrick@fa.ua.edu, 205-348-5026 or Debbie Thrasher, dthrasher@fa.ua.edu, 205-348-3954

Please furnish your quotation for the items specified on the attached sheet for shipment to THE UNIVERSITY OF ALABAMA, FOB TUSCALOOSA, AL 35487, VIA THE BEST WAY. To receive consideration, this inquiry with the completed quotation sheet(s) must be signed and returned no later than 2:00 p.m., CST, on the date indicated above. The University reserves the right to award this contract in whole, in part, or to reject any and all quotations. THE UNIVERSITY OF ALABAMA IS AN INSTRUMENTALITY OF THE STATE AND IS FEDERAL, STATE, AND LOCAL TAX EXEMPT.

SPECIAL NOTICE:
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 so stated on the bid response sheets or The University of Alabama 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.

The furnishing of materials, supplies, equipment, or services to The University of Alabama under this purchase order, contract, solicitation for bids, or construction specifications constitutes assurance by the vendor or contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 11246, issued by the President of the United States of America, and Public Law 88-352, 88th Congress the “Civil Rights Act of 1964”.

The University of Alabama prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos.

All bids are kept on file within the Purchasing Department for your review.

***IMPORTANT***
ALL BIDS MUST BE SIGNED AND RETURNED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON THE FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED BELOW.

ALL BIDS MUST BE PHYSICALLY RECEIVED IN THE PURCHASING DEPARTMENT, ROOM 355 ROSE ADMINISTRATION BUILDING, TUSCALOOSA, ALABAMA PRIOR TO 2:00 PM, CST, ON THE DAY OF THE BID OPENING. NO VERBAL BIDS OR FAXED BIDS WILL BE ACCEPTED.

Note: Responses should be mailed to:
Purchasing Manager
The University of Alabama
Purchasing Dept.
355 Rose Administration Bldg.
Box 870130
Tuscaloosa, AL 35487

If we receive the University’s purchase order, we agree to furnish the items and/or services listed hereon at the prices and under the conditions indicated.

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The University of Alabama requests sealed bids for charter bus service for THE UNIVERSITY OF ALABAMA Volleyball Team Spring 2009. All charter bus service must be in accordance with all Department of Transportation Federal Highway Administration rules, regulations and guidelines.

All vendors submitting a bid must read all specifications carefully and respond accordingly.

SPECIAL NOTES

1. All bid responses, price lists and any other attachments furnished to The University of Alabama in response to this request for quotation must be submitted in DUPLICATE (THE ORIGINAL BID WITH ORIGINAL SIGNATURE AND ONE EXACT COPY OF THEIR BID WITH DUPLICATE TECHNICAL SPECIFICATIONS) in order to be considered in the bid evaluation and award.

2. The issuance of a University Purchase Order (P#) is required to constitute a contract between the vendor and the University which shall bind the vendor to furnish and provide the service requested at the prices, terms and conditions quoted and in accordance with the specifications of this Request For Price Quotation as well as the terms and conditions of the University’s Purchase Order. No service is to be provided to The University of Alabama without the issuance of a Purchase Order (P#). (Vendors are not to accept or ship items against a requisition number “R” #.)

3. All bids must be submitted in a sealed envelope with the bid number clearly visible on the OUTSIDE of the envelope. Due to imaging requirements, bid responses and additional data must not be permanently bound. Bids may be stapled, in folders or three-ring binders, or clipped.

4. No call-in, email, or faxed bids will be accepted. Bids by overnight delivery should be sent to The University of Alabama, Purchasing Department, 801 University Blvd., Room 355 Rose Administration Building, Tuscaloosa, AL 35487. Note: The USPS does not make direct deliveries to the Purchasing Department.

5. Bid form must have the vendor’s original signature to be valid. Failure to sign the bid may eliminate the bid from consideration.

6. Any questions concerning this bid should be directed to Ms. Jennifer Patrick or Debbie Thrasher, The University of Alabama Purchasing Department, Room 355 Rose Administration Building, Tuscaloosa, Alabama 35487-0130, (205) 348-5230, Fax (205) 348-8706 or e-mail jpatrick@fa.ua.edu or dthrasher@fa.ua.edu.

7. No department, school or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Managers and in complete accordance with the State of Alabama Bid Law and University policies and procedures.

VENDOR QUALIFICATIONS AND SERVICE REQUIREMENTS

8. All interested bidders must be certified by the Department of Transportation, Federal Highway Administration.

9. The successful vendor(s) must use only their company owned buses. No trips can be subcontracted to another bus company or individual.
10. The University of Alabama students and personnel must arrive at the scheduled event on time. All penalties, fines, or charges incurred by The University because of mechanical malfunctions, breakdowns, or due to the negligence of the driver(s), the bus company, its agents, employees or subcontractors, will be the responsibility of the contract vendor, with the exception of acts of God, or other events or circumstances beyond the control of the vendor. However, the vendor should always take into consideration weather conditions that may effect transportation and communicate this information to the appropriate University personnel in charge of the trip.

In the event of mechanical malfunctions or breakdowns, the vendor will be responsible for providing replacement transportation for The University of Alabama Students and personnel, so that they arrive at the scheduled event on time and return to the University as scheduled with all services of this bid provided. The cost of the replacement transportation, mechanical repairs, or towing service will be the responsibility of the vendor. The University will pay only the original contracted bid price for the scheduled charter.

11. Driver service is critical to this bid. The drivers must stay with the buses and transport The University of Alabama students and personnel to and from hotels, practices, meals, meets and any other function. The drivers must be available for contact at any time during the trip. Drivers may be expected to make multiple shuttle trips when the need arises. No limit shall be placed on the number of people per shuttle trip, as this transportation will be needed as determined by the University employee in charge of the trip. Your bid price must include allowances for these shuttle trips as well as the road trip from the original departure point to the destination and the return trip.

12. The dates of usage and city where the event will be held are listed on the quote sheet enclosed in this bid package. All dates and times of departure could be changed due to change in meet time and date.

13. All buses provided must be in good condition and meet all Department of Transportation Federal Highway Administration rules, regulations and guidelines.

14. Every bus provided by the contract vendor must have a functioning cell phone with each driver at all times. Failure to provide cell phones will eliminate your bid from consideration.

15. Vendors are encouraged to bid their best equipment to insure the requirements of the bid are met and the overall appearance and quality of bus requirements are met.

16. The successful bidder is responsible for communicating the bid requirements to their driver(s) prior to each trip.

REFERENCES

17. References may be required in the evaluation of the bid. References must include at least three (3) other universities, businesses, or organizations where the service being bid that has been successfully provided by the bidder for the past three (3) years, which is similar to the service required by The University of Alabama. Failure to comply with this requirement will result in elimination of your bid response from consideration in the bid award.

FIELD DEMONSTRATION

18. Upon request from the University, a field demonstration/inspection of the equipment/service you are bidding may be required for evaluation purposes. Such demonstration/inspection will be at the bidder's expense and shall be on The University of Alabama campus or a site mutually agreed upon by the University and vendor where the product is available for demonstration/inspection. The demonstration/inspection will be given within ten (10) working days of request. Failure to comply with this request may be grounds for elimination of your bid response from consideration in the bid award.

PRESENTATION
19. Vendors must, upon request by the University Purchasing Department, be prepared to give an oral presentation of their equipment/products and services which would include a detailed analysis of how each of the requirements described in the bid proposal will be addressed, for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, vendors are cautioned that the Purchasing Department is not required to request clarification; therefore, all bid proposals should be complete and meet all submittal requirements indicated in the bid specifications. The University of Alabama reserves the right to award this contract based on bid proposal responses without discussion. These presentations, if desired, as solely determined by the University, will be scheduled by the University Purchasing Department prior to the bid award.

CONFIRMATION POLICY

20. Vendor(s) are required to confirm a charter upon receipt of a University purchase order for the charter trip(s) indicated on the purchase order. All charters must be confirmed within twenty-four (24) hours of receipt of a University purchase order. Please fax confirmation or notice to decline charter to (205) 348-8706 or e-mail dthrashe@fa.ua.edu and jpatrick@fa.ua.edu. Failure to notify the University of the unavailability of a charter bus will result in the vendor reimbursing the University any additional expense incurred in obtaining a bus from another vendor. This may also result in the removal of the vendor from the University’s list of responsible vendors.

PRICE QUOTATION

21. SPECIAL NOTES: THE ITEMS LISTED ON THE PRICE QUOTATION SHEET(S) IDENTIFIES THE SPECIFIED CHARTER SERVICE. BID RESPONSES MUST BE SUBMITTED ON THE QUOTATION SHEET PROVIDED. DO NOT SEND GENERATED PRICE LISTS AS YOUR BID. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

22. Bid prices must include all equipment, drivers, services, insurance, fuel, taxes, fees, gratuity and any other expense, with the exception of lodging for the driver, for each trip. The University will not incur any additional cost above the vendor’s stated bid price. All prices quoted must remain firm for the duration of this contract.

23. Cancellation Policy: If your company has a cancellation policy that the University must follow, it must be clearly stated on your bid response. Time frames & percentage of penalty must be stated. Otherwise, the University will assume there is no penalty for cancellation.

24. All services must be confirmed by a University representative. The University will not be responsible for any charter service provided without obtaining a University purchase order and the confirmation by a University representative upon completion of the charter service.

LEGAL REQUIREMENTS

25. The successful vendor, at its sole cost and expense, shall assume all liability for and agrees to indemnify and hold harmless The Board of Trustees of The University of Alabama, its officers, employees, and agents, from and against any and all claims by or on behalf of any person, firm, corporation, or governmental authority arising out of, attributable to, or in connection with any services, activities, operations, or obligations provided for, undertaken, delivered, performed, or otherwise conducted pursuant to or in accordance with this RFP, vendor’s response thereto, and/or any subsequent agreement including, without limitation, any and all claims for injury or death to persons or damage to property. Vendor also covenants and agrees, at its sole cost, to save harmless the University and the University’s trustees, officers, employees, and agents from and against all costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action brought thereon, and in case any action or proceeding is brought against the University or any of its trustees, officers, employees, or agents, by reason of such claim, vendor upon notice from the University will resist and defend such action or proceeding by qualified counsel.
26. It is mutually understood and agreed that the successful vendor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or any of Vendor/Contractor’s duties thereunder or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of The University of Alabama Purchasing Department. Failure to comply with this requirement will result in the cancellation of this contract.

27. Vendor (bidder) acknowledges and agrees that The University of Alabama owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, logographics, mascots, seals and other symbols associated with or referring to the University that are adopted and used or approved for use by the University (collectively the “Indicia”), and that each of the Indicia is valid. Vendor (bidder) shall not have any right to use any of the Indicia or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the prior express written consent of the University. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to the University without compensation.

28. The successful vendor guarantees that if any health-related information is obtained by any method or manner of delivery and in any form or medium, this information will not be shared with other persons causing a violation of the individual’s privacy. The successful vendor further agrees that the University is authorized to terminate this contract without penalty or liability to the successful vendor if the University, in its sole discretion, reasonably suspects that the successful vendor has violated this requirement. If the successful vendor is required to access, use, or disclose individually identifiable health information from any HIPAA-covered department within the University in order to perform the agreed upon services under the contract with the University, then the successful vendor agrees to sign a Business Associate Agreement that complies fully with the HIPAA Privacy Regulations. (A copy of the standard Business Associate Agreement is available upon request).

29. Buses can NOT be secured with a credit card, however: If, pursuant to the contract which may be awarded by this RFP will allow the successful vendor to have access to customer information, as that term is defined in 16 C.F.R. §314.2(b), which is required to be protected under the Gramm-Leach-Bliley Act (15 U.S.C. §6801-6809) as well as credit card information received in the course of business by the University, then the successful vendor agrees to comply with and adhere to the terms and provisions described in Addendum “A” to this RFP which shall form a material part of the awarded contract.

30. This Agreement and any disputes hereunder shall be governed by the laws of The State of Alabama, without regard to conflict of laws principles.

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 a bid in response to this Request for Price Quotation, 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 University of Alabama may declare the contract void if the certification is false.

DISCLOSURE STATEMENT

31. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of
Alabama, this information must be included in your Request for Price Quotation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.

32. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this Request for Price Quotation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.

33. By accepting payments agreed to in any purchase order resulting from this bid, Vendor certifies that to its knowledge no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

**INVOICING/PAYMENTS**

34. The University of Alabama is exempt from State sales and use taxes and Federal excise taxes, and no provisions for such taxes should be included in your bid response.

35. Itemized invoice(s) showing net pricing for each trip contracted must be submitted to the University in order for payment to be made. Delivery tickets and statements will not substitute as an invoice.

36. Payment for all trips contracted will be made after those trips have been completed and are proven to meet all requirements set forth by the University. No down payment will be made with order.

37. Quote payment terms that the University should follow, even if you are not offering a cash discount. Failure to quote payment terms on the enclosed quote sheet will result in the University assigning payment terms of Net 30 Days.

38. Please indicate any cash discount payment terms being offered. The University cannot consider any cash discount of less than twenty (20) days in determining the lowest responsible bidder in the bid award. Please quote any payment term discount on the quotation sheet included with this bid package.

**BID AWARD**

39. Charter trips specified are approximate usage only. The University does not guarantee any charters will be contracted.

40. The University of Alabama reserves the right to make an award to a single bidder or trip by trip for the specified charter that offers the overall best price that is in compliance with the general and technical specifications and within the limits of compatibility as solely determined by the University.

41. The University of Alabama reserves the right to accept or reject any and all quotations and to waive any informality in the bid award.

42. The University of Alabama shall be sole judge of whether your service bid is consistent with the technical specifications and/or general requirements of this bid invitation.

43. Any award made based on responses to the Request for Price Quotation is contingent upon available funding.

44. Bid Results: Due to the volume of bid requests issued by The University of Alabama Purchasing Department, vendors are to use the following procedures when requesting bid results:
Bid results will not be available to vendors during the bid evaluation process; bid results are only available after an award is made. All requests for bid results must be faxed to the Purchasing Department at (205) 348-8706. Bid results will be provided in summary form only by e-mail or fax (Please include your email address or fax number in your request.) Vendors requiring detailed bid results should contact the Purchasing Department to make an appointment to review bid responses. Please allow a minimum of two weeks to receive a response to a request for bid results. (Bid results will not be mailed to vendors.)

**CONTRACT TERMINATION**

45. The purchase order(s) issued as a result of this Request for Price Quotation may be cancelled for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (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 vendor; (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. The University reserves the right without cause or penalty, to terminate this agreement at anytime upon 30 days notice.
ADDENDUM “A”
SAFEGUARDING OBLIGATIONS

To comply with the requirements of the Safeguarding Rules of the Gramm-Leach-Bliley Act (“GLB”) dealing with the confidentiality of customer information, Vendor agrees that the terms of this Addendum “A” are incorporated into and are a material part of the Agreement between Vendor and the University.

1. Definitions:

   a. Customer Information, as defined in 16 CFR §314.2(b), required to be protected under the Gramm Leach Bliley Act (GLB), includes Student Financial Information (defined below) as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by GLB. Customer Information includes both paper and electronic records.

   b. Student Financial Information is that information that the University has obtained from a customer in the process of offering a financial product or service, or such information provided to the University by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student’s parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. § 225.28. Examples of student financial information include addresses, telephone numbers, bank and credit card account numbers, income and credit histories, and Social Security numbers, in both paper and electronic format.

2. Acknowledgment of Access to Customer Information: Vendor acknowledges that the Agreement allows the Vendor access to Customer Information. Specifically, access to the following categories of Customer Information is anticipated under the Agreement: names, e-mail and mailing addresses, bank and credit card account numbers, payment information, and sales information.

3. Prohibition on Unauthorized Use or Disclosure of Customer Information: Vendor agrees to hold the Customer Information in strict confidence. Vendor shall not use or disclose Customer Information received from or on behalf of the University except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by the University.

4. Safeguard Standard: Vendor agrees that it will protect the Customer Information it receives from or on behalf of the University according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

5. Return or Destruction of Customer Information: Upon termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall:

   a. Return to the University or, if return is not feasible, destroy all Customer Information in whatever form or medium that Vendor received from or created on behalf of the University. This provision shall also apply to all Customer Information that is in the possession of subcontractors or agents of Vendor. In such case, Vendor shall retain no copies of such information, including any compilations derived from and allowing identification of Customer Information. Vendor shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Vendor shall certify in writing to the University that such return or destruction has been completed.

   b. If Vendor believes that the return or destruction of Customer Information is not feasible, Vendor shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Vendor shall extend the protections of this Addendum to Customer Information received from or created on behalf of the University, and limit further uses and disclosures of such Customer Information, for so long as Vendor maintains the Customer Information.
6. **Term and Termination:**
   
   a. This Addendum “A” shall take effect upon execution of the Agreement by the University.
   
   b. In addition to the rights of the parties established by the underlying Agreement, if the University reasonably determines in good faith that Vendor has materially breached any of its obligations under this Addendum “A,” the University, in its sole discretion, shall have the right to:
      
      (i) exercise any of its rights to reports, access and inspection under this Addendum “A;” and/or
      
      (ii) require Vendor to submit to a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Addendum “A;” and/or
      
      (iii) provide Vendor with a fifteen (15) day period to cure the breach; and/or
      
      (iv) terminate the Agreement immediately if Vendor has breached a material term of this Addendum “A” and cure is not possible.
   
   c. Before exercising any of these options, the University shall provide written notice to Vendor describing the violation and the action it intends to take.

7. **Subcontractors and Agents:** If Vendor provides any Customer Information which was received from, or created for, the University to a subcontractor or agent, then Vendor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Vendor by this Addendum “A.”

8. **Maintenance of the Security of Electronic Information:** Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Customer Information received from, or on behalf of, the University.

9. **Reporting of Unauthorized Disclosures or Misuse of Customer Information:** Vendor shall report to University any use or disclosure of Customer Information not authorized by this Addendum “A” or in writing by the University. Vendor shall make the report to the University not less than one (1) business day after Vendor learns of such use or disclosure. Vendor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Customer Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by the University.

10. **Indemnity:** Vendor shall defend and hold the University harmless from all claims, liabilities, damages, or judgments involving a third party, including the University’s costs and attorney fees, which arise as a result of Vendor’s failure to meet any of its obligations under this Addendum.

11. **Survival:** The respective rights and obligations of Vendor under Section 5 above shall survive the termination of the Agreement.
EXCEPTIONS TO TERMS AND CONDITIONS
A. BUS SPECIFICATIONS:
1. All buses must be model year 2000 or newer and equipped with anti-lock brakes.
2. All buses must be Extra-Wide Body, 102" buses.
3. All buses must seat fifty-four (54) to fifty-seven (57) passengers.
4. All buses must have individual overhead air controls.
5. The exterior of the bus must be well painted and clean with no signs of damage.
6. The interior of the bus must be clean with upholstery and flooring in good condition.
7. Restroom facility must be completely functioning and clean. Restrooms must be serviced as often as necessary to avoid offensive odors in the rear portion of the bus.
8. Air-conditioning and heating must be in excellent working order.
9. Overhead parcel racks inside the bus.
10. All buses must have under the bus storage/baggage compartments with locks.
11. All charter buses provided for the scheduled trips MUST be in good condition and meet all Department of Transportation Federal Highway Administration rules, regulations and guidelines. All maintenance records for buses to be provided must be available to The University of Alabama for inspection.
12. If an inspection of your bus or buses is requested by The University of Alabama, the inspection should take place within ten (10) working days of request. The records for the bus or buses MUST BE WITH THE BUS OR BUSES AT THE TIME OF THE INSPECTION. Failure to provide these records will eliminate your bid from consideration.
13. Vendor will be responsible for compliance with all DOT/FHWA regulations with regard to their service for The University of Alabama charter bus trip. If more than one (1) driver per bus is needed based on the bid itinerary, it is the vendor’s responsibility to determine this need.
14. Any backup or replacement buses used must meet the same criteria as originally required in the bid specifications.
15. TVs, VCRs and DVD players are required.
16. All buses must have a GPS System.

B. CELL PHONES:
Every bus used for The University of Alabama MUST have a functioning cell phone with each driver at all times. Failure to provide cell phones will eliminate your bid from consideration. Drivers are NOT to use Blackberries, Cell Phones, etc while Driving.

C. DRIVERS SLEEPING ACCOMMODATIONS:
Driver’s Room will be reserved at the University’s expense for event sites away from Tuscaloosa if applicable to the quoted trip(s).

D. TRIP CONFIRMATION:
THE SUCCESSFUL VENDOR MUST CONFIRM CHARTER BOOKINGS WITH THE UNIVERSITY PURCHASING DEPARTMENT WITHIN TWENTY-FOUR (24) HOURS AFTER RECEIPT OF PURCHASE ORDERS.

E. CONTACT PERSON:
THE SUCCESSFUL VENDOR IS RESPONSIBLE FOR CONTACTING THE EVENT CONTACT PERSON UPON RECEIPT OF THE PURCHASE ORDER AND AGAIN WITHIN SEVEN (7) DAYS PRIOR TO DEPARTURE. CONTACT PERSON WILL BE PROVIDED WITH THE PURCHASE ORDER.

F. DRIVER SERVICE:
1. Drivers MUST be dressed in Professional Bus Driver uniform at all times while transporting the University group and personnel. Drivers must wear company supplied name tags at all times while transporting the University group and personnel. Street clothes are totally unacceptable.

2. Drivers MUST stay in the same hotel as the group on overnight trips to be available to transport The University of Alabama group and personnel to and from the hotel for practices, meets, meals and other functions.

3. Drivers MUST NOT leave the group without permission from the group leader.

4. Drivers and buses MUST BE on-site no later than thirty (30) minutes to one (1) hour prior to departure times as specified in group leader’s itinerary. Written itinerary will be supplied prior to the trip.

5. Each driver MUST have a cell phone and be available for contact at any time during the trip. Drivers may be expected to make multiple shuttle trips, when the need arises. No limit shall be placed on the number of people per shuttle trip, as this transportation will be needed as determined by the University person in charge of the trip. Your bid price MUST include allowances for these shuttle trips as well as the road trip from the original departure point to the event location to the return destination point.

6. Drivers will schedule smoke breaks at the same time the group stops for meals, snacks or restroom breaks.

7. Drivers Must adhere to the required rest break and hours of service requirements as established by the U.S. Department of Transportation – Federal Motor Carrier Safety Administration (“FMCSA”). If necessary, the Charter Bus Company will provide relief drivers and/or take the necessary steps to control the adherence with the rest break/hours of service rules as outlined in FMCSA Part 395.5.

8. Drivers should obtain directions and map out travel for all destinations, prior to departing, including travel within a city. It is the vendor’s responsibility, not the University personnel’s responsibility to provide maps or directions.

9. Drivers are expected to have a pleasant, encouraging attitude and provide excellent professional service.

10. Drivers are at no time to discuss or request gratuity from staff or students.

11. THE SUCCESSFUL VENDOR IS RESPONSIBLE FOR COMMUNICATING THE BID REQUIREMENTS TO THEIR DRIVER(S) PRIOR TO THE TRIP.

G. IMPORTANT NOTE:
The University of Alabama expects all of the bus systems to be in excellent working order. It is expected that the quality of the buses bid have fully functioning equipment to maintain passenger comfort and pleasure.
Therefore, if the air-conditioning/heating system, VCR monitor system or any other bus system ceases to function at a comfortable or acceptable level during the trip, the University will impose a penalty of up to twenty-five percent (25%) of the trip total. The University Purchasing Department will determine the exact penalty based on the circumstances.

VENDORS SHOULD BID THEIR BEST EQUIPMENT TO INSURE THESE REQUIREMENTS AND OVERALL BUS QUALITY ARE FULFILLED.

H. NOTE TO VENDOR: IF YOU DO NOT HAVE THE FOLLOWING INFORMATION ON FILE WITH THE UNIVERSITY OF ALABAMA PURCHASING DEPARTMENT, IT MUST BE SUBMITTED WITHIN THREE (3) WORKING DAYS OF REQUEST, OR YOUR BID WILL BE ELIMINATED FROM CONSIDERATION IN THE BID AWARD.
1. Your company's DOT Certificate.
2. Your company's State Permit No.
3. An original insurance certificate (minimum $5,000,000.00) from your insurance agent with the following criteria:

The following insurance requirements are the minimum acceptable coverage for the work to be performed as the result of the bid. Prior to completing this bid response, it is the vendor's responsibility to verify compliance of their company's insurance coverage with the following requirements. If the vendor submitting the bid does not carry the following insurance; it is the vendor’s responsibility to obtain pricing to meet these requirements prior to submitting the bid response.

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred in association with this agreement. The vendor shall maintain, during the life of this contract, the following minimum insurance requirements:

<table>
<thead>
<tr>
<th>TYPES OF INSURANCE</th>
<th>BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation (Coverage A)</td>
<td>Statutory – Alabama (or state of residence)</td>
</tr>
<tr>
<td>Employers Liability (Coverage B) – Per Occurrence</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Commercial General Liability:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence – Premise/Operation</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Fire Damage Liability</td>
<td>$  100,000</td>
</tr>
<tr>
<td>Commercial Business Automobile Liability</td>
<td>$5,000,000 - combined single limit</td>
</tr>
<tr>
<td></td>
<td>Must include hired and non-owned liability</td>
</tr>
</tbody>
</table>

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis.

An original certificate of insurance from your insurance agent/the successful vendor must be provided to the University Purchasing Department as follows:

a. The policies must be issued by an insurance company licensed to do business in the State of Alabama carrying an AM Best’s rating of A- or better, and the certificate must be signed by an authorized agent.

b. The vendor shall provide the University Purchasing Department with a certificate of insurance listing the required types of insurance and minimum liabilities specified above. The general and
excess/umbrella liability must extend additional insured provisions and must be include the following language on the certificate of insurance:

The Board of Trustees of the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives are included as an additional insured as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives.

c. The certificate holder will be: The University of Alabama, c/o Purchasing Dept., 355 Rose Administration Building, Box 870130, Tuscaloosa, AL 35487-0130, ATTN: Jennifer Patrick. A fax copy of the certificate may be sent for a verbal purchase order, but the original certificate of insurance must be received by the University prior to the purchase order being mailed to the vendor or payment being made.

d. The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request. Failure to comply with this request may eliminate your bid from consideration in the bid award.

e. The University reserves the right to terminate this contract, if the vendor fails to keep these policies in force for the above amounts or for the duration of the contract period.

f. In the event of cancellation, material change or any other modifications or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the University by the party initiating any revision.

g. The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.
Can your company and drivers comply with the service requirements contained in this bid request? _____Yes  ____No

The price for each bus must include all equipment, drivers, services, insurance, fuel, taxes, fees, gratuity and any other expense for each trip. The University will not incur any additional cost above the vendor’s stated bid price. Prices must be firm for the charter.

The bus company will be expected to transport the team (or group) as required to and from the destination site and hotel as well as for practices, meets (if applicable), meals and other functions during the team’s trip. The bus is expected to remain on site with the team (or group) at all times, unless specifically released by the group leader. The driver and bus will be expected to stay at the hotel/motel with the team (or group) at night. The University will reserve and pay for the driver’s room.

For purposes of calculating your company’s bid price, use a maximum fifteen (15) hour day except on the day of arrival and return. If the trip involves airport transfer, the bus must remain with the team (or group) at the airport until the team’s (or group’s) flight departs. Driver must check with the person in charge of the group travel prior to closing log book.

All buses must be 2000 or newer model with anti-lock brakes, 102”

A. TRIP ORIGINATING AND TERMINATING IN TUSCALOOSA, AL

BUS WILL STAY WITH THE STUDENTS. These trips will include transportation from Tuscaloosa, AL to the destination, transportation to and from the hotel for meals or other functions as needed during these trips and return transportation to Tuscaloosa, AL.

1) EVENT: Alabama @ College/Junior Tournament
DATE: Friday, March 27, 2009 through Saturday, March 28, 2009
HOTEL: Hampton Inn – Cool Springs, 7141 S Springs Dr, Franklin, TN 37067

Friday, March 27, 2009

- Depart approx. 3:00 PM (CST) – pick-up at Coleman Coliseum – East Side Ramp near CAVE
- Travel to Franklin, TN for tournament at A-Game Sportsplex
- Check-In at Hotel

Saturday, March 28, 2009

- Return: Saturday, March 28, 2009, travel to Tuscaloosa, AL following meet.
- Drop off Location: Coleman Coliseum – East Side Ramp near CAVE

54-57 passenger - $___________/ total cost for trip
2) EVENT: Alabama @ SEC Beach Tournament  
DATE: Friday, April 17, 2009 through Sunday, April 19, 2009  
HOTEL: American Inn Hotel & Suites, 5931 Fruitville Rd, Sarasota, FL 34232  
AIRPORT LOCATION: Tampa Bay, FL Airport  

Friday, April 17, 2009
- Arrival at Airport approx. 11:30 AM (EST)
- Pick-Up Team at Airport, Stay with Team and Transport as necessary.
- Check-In at Hotel

Saturday, April 18, 2009
- Stay with Team and Transport as necessary.

Sunday, April 19, 2009
- Depart approx. 4:00 PM (EST) to Drop-Off Team at Tampa, FL Airport

54-57 passenger - $___________ / total cost for trip

3) EVENT: Birmingham Airport Transfer  
DEPART: Friday, April 17, 2009, approx. 6:00 AM (CST)  
RETURN: Sunday, April 19, 2009, approx. 6:00 PM (CST)

54-57 passenger - $___________ / total cost for trip

GRAND TOTAL FOR ALL TRIPS $___________

PURCHASE ORDER CONFIRMATION:

UPON RECEIPT OF A PURCHASE ORDER, THE SUCCESSFUL VENDOR IS EXPECTED TO IMMEDIATELY CONFIRM OR DECLINE A CHARTER TRIP. IF A TRIP IS DECLINED, THE VENDOR MUST FAX A COPY OF THE PURCHASE ORDER WITH A NOTE ON IT THAT SAYS: "NO BUSES ARE AVAILABLE FOR THIS TRIP, CHARTER DECLINED", SIGNED AND DATED BY A COMPANY REPRESENTATIVE. PLEASE FAX TO: MS. DEBBIE THRASHER, THE UNIVERSITY OF ALABAMA PURCHASING DEPARTMENT AT (205) 348-8706.

PAYMENT TERMS:
The University of Alabama will issue a purchase order upon award of the bid, However, payment will NOT be made until after the trip is completed. If you do not list payment terms below, the University will automatically assign Net 30 days. If you need payment immediately following the trip, you will need to use the payment term of “Net 1 day”. These terms must be on the invoice as well as the bid.
Payment Terms: _______% ________ days, Net ________ days

Your company’s website address: ______________________________

Email address of the person signing this bid: __________________________
DISCLOSURE STATEMENT

1. Contract/Purchase Order No. ___________________________________

2. Name of Contract/Grantee: ___________________________________
   Address: ___________________________________
   Telephone:___________________________________
   Fax: ___________________________________

3. Nature of Contract/Grant: ______________________________________
   ______________________________________
   ______________________________________

4. Does the contractor/grantee have any relationships with any employee or
   official of the University, or a family member of such employee or official,
   that will enable such employee or official, or his/her family member, to
   benefit from this contract? If so, please state the names, relationships, and
   nature of the benefit.
   ______________________________________
   ______________________________________

(For employees of the University, family members include spouse and
dependents. For members of the Board of Trustees (officials), family members
include spouse, dependents, adult children and their spouses, parents, in-laws,
siblings and their spouses.)

This Disclosure Form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

___________________________________________________________
Signature of Authorized Agent of Contractor/Grantee

Date: ____________________________

RETURN FORM TO: The University of Alabama
Purchasing Dept.
Box 870130
Tuscaloosa, AL 35487-0130
Ph: (205) 348-5230
Fax: (205) 348-8706
www.purchasing.ua.edu