



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

**REQUEST FOR PROPOSAL-
TRAVEL AND CHORAL ARRANGEMENTS
TO CROATIA AND SLOVENIA
University of Southern Maine**

RFP # 03-15

ISSUE DATE:
August 5, 2014

PROPOSALS MUST BE RECEIVED BY:
Wednesday, August 27, 2014

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Gregg Allen
104 Anderson Hall
Gorham, ME 04038

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System acting through The University of Southern Maine, is seeking proposals to provide travel arrangements and arrangements for choral engagements for a tour of Croatia and environs by the University of Southern Maine Chamber Singers during late May 2015 as described below.

This Request for Proposals (RFP) provides the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University of Southern Maine will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

- 1.3 Scope: The University is seeking proposals to provide travel arrangements and arrangements for choral engagements, both formal and informal, for a choral group tour of Croatia and environs. There will be approximately twenty-five (25) paying participants + two (2) complimentary participants in the tour. The purpose of the tour is primarily to perform in the locations indicated in the itinerary (see Exhibit I), but the tour will also encompass as much sightseeing as time allows. The Chamber Singers wish to sing somewhere (formally or informally) every day. In general the University is seeking an itinerary with 60% structured and 40% unstructured time.

- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's and students' best interests, including, but not limited to cost, perceived value of accommodations, itinerary proposed, additional services, past experience, references, completeness of response and responsiveness to terms and conditions.

- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Gregg Allen
Office of Strategic Procurement
University of Maine System
104 Anderson Hall
Gorham, Maine 04038
(207) 780-5097
Gregg@maine.edu

- 1.6 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all

bids/proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost bid/proposal/submission if that bid/proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 Proposal Submission: A **SIGNED** original and two (2) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 104 Anderson Hall, Gorham, Maine 04038, in a sealed envelope by **Wednesday, August 27, 2014**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to call (207) 973-3298 to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of

proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #03-15

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together without binding.

END SECTION ONE

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Southern Maine's School of Music, Robert Russell or his designee shall be the University's authorized representative in all matters pertaining to the administration of this contract.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Payments:** Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.4 **Contract Modification and Amendment:** Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.5 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within two weeks the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.9 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.

- 2.10 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.11 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.12 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.13 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from Daryl McIlwain, Office of Equity and Compliance, 222 Deering Avenue, Portland, ME, (207) 780-5510, Email darylmc@usm.maine.edu
- 2.14 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.15 Approval: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.
- 2.16 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)

3. Workers Compensation Required for all personnel
(In Compliance with Applicable State Law)

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System
16 Central Street
Bangor, Maine 04401

END SECTION TWO

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

There will be approximately thirty (30) participants (faculty and students) in the tour. The purpose of the tour is primarily to perform in the locations indicated in the itinerary, but the tour will also encompass as much sightseeing as time allows. The Chamber Singers wish to sing somewhere (formally or informally) every day. In general the university is seeking an itinerary with 60% structured and 40% unstructured time.

- 3.1 Tour Dates and Sites: Eight nights and ten days in May of 2015. (Graduation is Saturday, May 9, 2015). We are flexible in terms of which cities and towns we visit. Our most important priority is that we sing in beautiful spaces with excellent acoustics for an appreciative audience.
- 3.2 Air travel: Round-trip air travel shall be on a regularly scheduled major carrier with guaranteed dates. All airport taxes and all other fees / charges related to air travel to and from Logan Airport, Boston, MA are to be included in the price.
- 3.3 Surface transport: All transfers to and from airports and hotels shall be included. Transportation by luxury air-conditioned motor coach throughout the land portion of the tour shall be provided.
- 3.4 Accommodations: Eight nights in Tourist Class Hotels, double occupancy with private bath, close to the city center. Accommodations shall have convenient access to public transportation.
- 3.5 Eight (8) continental breakfasts and four (4) planned group dinners shall be included in the proposal.
- 3.6 A tour escort shall be provided to accompany the choral group throughout the itinerary.
- 3.7 Inclusion of guided tours of cities, as appropriate. All excursions and any admissions shall be included.
- 3.8 Tips and taxes normally added to hotel bills or meeting rooms shall be included.
- 3.9 Provision for free chaperone travel for two (2) persons.
- 3.10 Arrangements for choral venues. The Chamber Singers wish to sing **everyday**, formally or informally. The Singers are seeking:
 - A: Performances: Four (4) "official" performances including, perhaps including one participation in a worship service.
 - B: Cultural Opportunity: The opportunity to share one or two events (rehearsal or concert) with a local choir or cultural organization.
 - C: Informal Singing Opportunities: This could include a "drop-in" visit to a significant church or cathedral.
- 3.11 **Not Included**:
 - Passport fees
 - Trip cancellation insurance

- Beverages (except for tea, coffee and water)
- Lunches
- Other dinners

Essentially, with the exception of a few incidental expenses (listed above as ***Not Included***) we would like to have a tour quote that is inclusive of all expenses.

END SECTION THREE

SECTION FOUR

4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

- 4.1 Business Profile: Submit a detailed history and description of your company and any published reports about your company.
- 4.2 Tour cost: Provide total pricing for the package proposed at **two** levels. Since the group size (paying student travelers) may vary from a minimum of twenty-five (25) to a maximum of thirty (30), bidders shall clearly state and provide the package cost for twenty-five (25) paying travelers AND for thirty (30) paying travelers. The pricing offered must reflect the University's intent that all of the student's expenses are included except those few incidental expenses identified as "not included" (section 3.11 above). All packages shall include the two (2) complimentary trips (section 3.9 above).
- 4.3 Air Carrier: What air carrier are you proposing? Are there any special boarding/departure lounge arrangements possible?
- 4.4 Air fare: What portion of your price is based on airfare? How much deposit per ticket is required in advance to hold the reservation? How far in advance? How many days in advance must cancellation occur before the fare is non-refundable?
- 4.5 Accommodations: List lodging accommodations for each night, to include the name and address of the hotel, type of rooms, hotel rating, any other services available and, if available, the hotel's web site. Describe the 'central' location of the accommodation and/or access to public transportation.
- 4.6 Accommodation price: What portion of your price is based on accommodations?
- 4.7 Ground transport/sightseeing price: What portion of your price is based on ground transport/sightseeing?
- 4.8 Services: Does your agency offer additional services such as free travel insurance, travel tip packets, etc.? If so, what portion of your price is based on other services? What insurances will be in force at the time of the trip including general liability and any other liability insurances relative to the trip. List all risk management/loss prevention measures or service offered by your company or arranged by your company to assure the safety of participants, etc. List and describe all such services offered.
- 4.9 Administration: What portion of your price is based on administrative fees, including hall rentals and concert arrangements?
- 4.10 Agency representation: Does your agency have a representative in Spain? If so, give the name and address.
- 4.11 Coordinator: Provide the name(s) of the person(s) in your agency assigned to coordinate this tour. Describe their experience.
- 4.12 Tour Escort: Describe the services that the tour escort will provide.

- 4.13 Itinerary: Provide a detailed itinerary that includes, and exceeds, the minimum requirements shown in section 3 above.

THE UNIVERSITY WELCOMES SUGGESTIONS FROM BIDDERS TO MAKE THIS OUR "TOUR OF A LIFETIME".

- 4.14 Payment Method: Indicate your ability to accept electronic payments. (Section 2.3)
- 4.15 References: A list of three references shall be submitted with your quotation. These references should be higher education institutions your firm has done business with in the past year **on projects with a similar scope to this one**. Please provide the institution's name, address, contact person and phone number.

END SECTION FOUR

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

Exhibit I (Information for Developing Itinerary)

European Tour — University of Southern Maine Chamber Singers

The University of Southern Maine Chamber Singers propose to tour **Croatia** and environs in May 2015. The purpose of this tour is **TO SING**. We would like to sing every day in either a formal concert or informal venue, perhaps as we are touring a city center or cultural region. We are a very good 20-voice a cappella choir that sings a variety of American and European motets, spirituals and secular songs, and on our previous five European tours, we have had some impressive and extensive singing opportunities in venues such as Notre Dame in Paris and St. Mark's in Venice. We have especially enjoyed singing in smaller communities outlying major cities. We would be open to singing a benefit concert for a local charity or a shared concert with another choir or musical ensemble. What we most want is to sing in beautiful spaces with wonderful acoustics for an appreciative audience. If we could also sing in a historically significant or otherwise prestigious venue, we would really enjoy that, but our first priority is to sing in beautiful spaces for appreciative audiences.

Who: University of Southern Maine Chamber Singers
Please provide a quote for 25 paying travelers + 2 complimentary trips

What: Tour of Croatia and environs

When: Late May 2015 8 nights, 10 days

Specs: 8 nights in tourist-class hotels (double occupancy) close to city center

8 continental breakfasts provided

4 group dinners

4 performances

Tour escort throughout the trip

Guided tours of cities as appropriate

Land transportation throughout the tour

Tips for escorts and bus driver

Not included: passport fees, trip cancellation insurance, beverages (except tea, coffee, water)

Lunch, other dinners

Essentially, with the exception of a few incidental expenses (listed as **Not**

Included) we seek a tour quote that is inclusive of all expenses.

Notes: In general: 60% structured/40% unstructured time

Purposes: We want to SING somewhere (formally or informally) EVERY DAY; this could include a "drop-in" visit to a significant church, cathedral, or other venue
Performances – 4 “official” performances, perhaps including one participation in a worship service
Cultural opportunity — We would welcome the opportunity to share one or two events (rehearsal or concert) with a local choir or cultural organization.

We welcome suggestions from interested tour companies to make this our “tour of a lifetime.”