

OFFICE OF STRATEGIC PROCUREMENT
UNIVERSITY OF MAINE SYSTEM
16 CENTRAL STREET
BANGOR ME 04401

**REQUEST FOR PROPOSAL
FOR TRAVEL AND CHORAL ARRANGEMENTS
TO VIENNA, PRAGUE AND ENVIRONS
FOR THE UNIVERSITY OF SOUTHERN MAINE**

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 Vienna, Prague and the surrounding areas by the University of Southern Maine Chamber Singers during May 2008 as described below.

This Request for Proposals (RFP) states 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 "Bidders." 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 Vienna, Prague and the surrounding areas May 2008. There will be approximately 30 – 40 paying 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.
- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's 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. The University will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries about the RFP must be made to:

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302

- 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 may cancel this RFP 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 Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy 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 an award has been made. At that time, 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. Clearly mark any information considered confidential.
- 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 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, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Thursday, March 8, 2007**, to be date stamped in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). 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. In the event of suspended University operations, all proposal openings and / or conferences will be rescheduled for the next regularly designated business day at the same time and location. 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.**

Name of Bidder
Address of Bidder
Due Date
RFP #

2. GENERAL TERMS AND CONDITIONS:

- 2.1 **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.
- 2.2 **Contract Modification and Amendment:** Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **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.
- 2.4 **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.
- 2.5 **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 Larisa Kruze 207-780-5072.
- 2.6 **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. 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.
- 2.7 **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.
- 2.8 **Equal Opportunity:** In the execution of the contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including 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.
- 2.9 **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 of Maine System has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the System.

- 2.10 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 the Executive Director for Campus Pluralism & Equal Opportunity, 207-780-5094.
- 2.11 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.

3.0 PERFORMANCE TERMS AND CONDITIONS:

There will be approximately 30 – 40 paying 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 Contract Administration: The University of Southern Maine Summer / Winter Session Office, Larisa Kruze or her designee shall be the University's authorized representative in all matters pertaining to the administration of this contract.
- 3.2 Payments: Payment will be upon submittal of an invoice to Accounts Payable, University of Southern Maine, 37 College Avenue, Gorham, Maine 04038-1082 by the Contractor on a net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number.
- 3.3 Tour Dates and Sites: Ten nights and twelve days, **approximately** May 13 - 24, 2008. (Graduation in 2008 is Saturday, May 10, 2008). Group tour of Vienna, Prague and the surrounding areas (total about 4 days); a stop in Cesky Krumlov (a good ½ day) and a holocaust visit (Theresienstadt or Auschwitz or other) and some time in a "developing" region included.
- 3.4 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.

- 3.5 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.
- 3.6 Accommodations: Ten nights in Superior Tourist Class Hotels, double occupancy with private bath, close to the city center. Accommodations shall have convenient access to public transportation.
- 3.7 Ten (10) continental breakfasts and five (5) planned group dinners shall be included in the proposal.
- 3.8 A tour escort shall be provided to accompany the choral group throughout the itinerary.
- 3.9 Inclusion of guided tours of cities, as appropriate. All excursions and any admissions shall be included.
- 3.10 Tips and taxes normally added to hotel bills or meeting rooms shall be included.
- 3.11 Provision for free chaperone travel for two (2) persons.
- 3.12 Arrangements for choral venues. The Chamber Singers wish to sing **everyday**, formally or informally. The Singers are seeking:
- A: Performances: Five (5) "official" performances including one service participation and one shared concert.
- 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.
- 3.13 **Not Included**:
- o Passport fees
 - o Trip cancellation insurance
 - o Beverages (except for tea, coffee and water)
 - o Lunches
 - o Five (5) 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.

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: Provide a business profile and history of 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 30 to a maximum of 40, bidders shall clearly state and provide the package cost for 30 paying travelers AND for 40 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 3.13 above). All packages shall include the 2 complimentary trips (section 3.11 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 Additional services: Does your agency offer additional services such as free travel insurance, travel tip packets, etc.? List what insurances that you will have in place 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 Agency representation: Does your agency have a representative in Italy, France and Austria? If so, give the name and address.
- 4.10 Coordinator: Provide the name(s) of the person(s) in your agency assigned to coordinate this tour. Describe their experience.
- 4.11 Tour Escort: Describe the services that the tour escort will provide.
- 4.12 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".**
- 4.13 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.

5.0 SIGNATURE:

COMPANY NAME _____

By: _____
(Signature)

(Print Name)

(Title)

(Date)

