



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR PROPOSALS**

**BUS TRANSPORTATION SERVICES**  
**University of Maine Southern Maine**

**RFP # 25-11**

ISSUE DATE:  
October 13, 2011

**WRITTEN INQUIRIES SHALL BE SUBMITTED  
NO LATER THAN WEDNESDAY, NOVEMBER 2, 2011**

PROPOSALS MUST BE RECEIVED BY:  
Wednesday, November 16, 2011

DELIVER PROPOSALS TO:

University of Maine System  
Office of Strategic Procurement  
Attn: Hal Wells  
16 Central Street  
Bangor, ME 04401

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System acting through The University of Southern Maine is seeking proposals for the provision of bus transportation services.

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 "Bidder(s)" or "bidder(s)". The Bidder(s) to whom the Contract(s) is/are awarded shall be referred to as the "Contractor(s)."

- 1.3 Scope: This RFP encompasses four distinct bus transportation requirements (referred to as "schedules" in this document): 1) Academic Year Intercity, between Portland and Gorham campuses of the University from September through May; 2) Athletic Team Transportation to and from sporting events; 3) Miscellaneous Trips; 4) Summer Session Intercity.

In consideration of the capital investment(s) required to support these requirements the University intends to enter into a contract with an initial term of five (5) years plus five (5) optional one-year extensions.

The language of this RFP, its attachments and addenda are applicable to all four schedules identified above unless otherwise specified by the use of the following terms to identify any terms and conditions, specification, etc. unique to any of the four "schedules".

Academic Year Intercity (IC)  
Athletic Team Transportation (ATT)  
Miscellaneous Trips (MT)  
Summer Session Intercity (SS)

- 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:

- 1.4.1 Cost
- 1.4.2 Demonstrated concern for environmental performance
- 1.4.3 Equipment offered and its applicability to required services
- 1.4.4 Breakdown / repair record
- 1.4.5 Operator (driver) experience
- 1.4.6 Operator (driver) customer service training
- 1.4.7 Vendor experience on contracts with similar scope
- 1.4.8 Fuel adjustment (surcharge) terms
- 1.4.9 Overall conformity of proposal to the information requested
- 1.4.10 References

- 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](http://www.maine.edu/strategic/upcoming_bids.php). The University will not be bound by oral responses to inquiries or written responses other than addenda.

**WRITTEN INQUIRIES SHALL BE SUBMITTED NO LATER THAN NOVEMBER 2, 2011**

**RESPONSES TO INQUIRIES WILL BE SENT NO LATER THAN NOVEMBER 9, 2011**

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

- 1.6 Award of Proposal: It is the intent of the University to award this bid on a schedule-by-schedule basis. Award may be to multiple bidders or one bidder may be awarded all schedules. Presentations may be requested of one 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(s) which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that/those bidder(s). 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 proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal 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 Director of Strategic Procurement 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 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 to the extent allowed by law. 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 must 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 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #25-11

- 1.14 Proposal Submission: A **SIGNED** original and twelve (12) 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 **Wednesday, November 16, 2011**, 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 check <http://www.maine.edu/alerts/> 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 #25-11

## SECTION TWO

### 2.0 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 Administration:** Overall Contract Administration shall reside with The Office of Strategic Procurement or its designee. Matters pertaining to day-to-day operations shall be held by the campus and are allocated as follows:
- 1) Academic Year Intercity (IC) – Public Safety
  - 2) Athletic Team Transportation (ATT) – the Office of the Director of Athletics
  - 3) Miscellaneous Trips (MT) – Public Safety
  - 4) Summer Session Intercity (SS) – Public Safety
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or 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.
- 2.4 **Contract Term:** The initial Contract term shall be for a period of five (5) years commencing upon July 1, 2012. With mutual written agreement of the parties this Contract may be extended for five (5) additional one-year periods.
- 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 forty-eight (48) hours 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. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving ninety (90) days advance written notice to the other party. 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 Office of Strategic Procurement.
- 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, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, 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 the Office of Equity and Compliance, 222 Deering Avenue, Portland, ME, (207) 780-5510
- 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 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. Commercial Vehicle Liability (Including Hired & Non-Owned)	\$5,000,000 per occurrence or more (Bodily Injury and Property Damage)
Coverage must be afforded to all vehicles used to fulfill this contract.	
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

- 2.16 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

**SMOKING SHALL BE PROHIBITED ON ALL BUSES**

- 2.17 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: PCard (Visa); Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.18 Force Majeure: The Contractor shall not be responsible for delays of performance occasioned by unforeseeable causes beyond the control of, and without the fault or negligence of the Contractor. In such circumstances, the Contractor must promptly notify the Contract Administrator responsible for day-to-day operations (NOT the Office of Strategic Procurement) of the cause of the delay. In the event such unforeseeable causes occur, the financial consideration due the University will be adjusted accordingly.

- 2.19 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.
- 2.20 Performance Measures: It is the University's intent that Contract(s) resulting from this RFP will include performance measures, a process to review these measurements and resolve deficiencies and consequences, if deficiencies are not resolved



## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

Drivers (operators) shall be experienced and duly licensed for the style and type of bus they are operating.

- 3.2 Americans With Disabilities Act (ADA): The University is a public entity. It is required and desired that buses which are contracted by the University to provide a fixed route or demand responsive service comply with current ADA requirements both in letter and spirit. The University interprets this to mean that all vehicles used in support of this contract shall comply with current ADA requirements. During the term of the contract, the Contractor shall comply with changes to the ADA that do not allow exemptions. The Contractor shall make "best efforts" to comply with changes to the ADA that allow exemptions. Where multiple authorities are involved i.e. Federal, State, local or the University the Contractor shall comply with the highest and best standard.
- 3.3 Federal, State and Local Laws: The Contractor agrees that it, and any of its subcontractors, shall comply with all federal, state and local laws, regulations and ordinances relating to the operation of commercial vehicles used in support of this contract.
- 3.4 Contract Data: The Contractor shall provide detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to services rendered.

#### Academic Year Intercity – Data Required:

- 3.4.1 Weekly ridership information to be provided electronically no later than 7 days after the end of each week.
- 3.4.2 Accurate, verifiable fuel consumption data by vehicle on an annual basis or as requested
- 3.4.3 Records of emissions test of vehicles used for this schedule
- 3.4.4 Accurate, verifiable oil consumption data by vehicle on an annual basis or as requested
- 3.4.5 Accurate, verifiable data on the quantity of refrigerants used by vehicle on an annual basis or as requested
- 3.4.6 Evidence that the driver's workplace environment (bus) meets all current federal, state, local and University standards (safety, environmental, etc.)
- 3.5 Schedule (Athletic Team Transportation): The attached schedule of requirements for Athletic Team Transportation is the University's best estimate of need. The number of scheduled trips and destinations will change according to league commitments. The Contract shall cover the actual needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown.

- 3.6 Schedule Changes (Athletic Team Transportation): The University agrees to give the Contractor adequate notice electronically, by telephone or in writing of the need for additional buses, fewer buses, special trips, or other departures from the established schedule. The Contractor will make a "best effort" to fulfill additional or unforeseen requirements, beyond those shown in the attached schedule, at the rate charged for forecasted requirements. The University shall notify the Contractor of cancellations as soon as possible but not less than two hours before departure. Failure to provide notification of cancellation within the stated timeframe may result in a cancellation charge.
- 3.7 Equipment: The Contractor will furnish modern, clean, environmentally controlled (heated / air conditioned) regularly inspected and maintained vehicles. Equipment on the vehicles shall be maintained in good condition and working order. The Contractor is required to maintain an adequate number of vehicles to support the requirements of this contract. Vehicles that have defective equipment shall be removed from service and replaced. Vehicles provided shall be suitable for their intended use.

#### Athletic Team Transportation

Vehicles will be long haul coaches with bathrooms.

Bathrooms will be dumped and sanitized prior to each trip and during the trip, as often as necessary to maintain the high standard of cleanliness expected by the University.

Vehicles shall be large enough to carry team members and their equipment at one time.

Vehicles shall be equipped with Wi-Fi, DVD players and screens.

#### Academic Year Intercity

Vehicles shall be transit-style (or an acceptable alternative approved by the University).

Vehicles shall have appropriate space for, a minimum of one (1) wheel chair.

Vehicles shall be equipped with bicycle racks.

Vehicles shall have the number of seats necessary for the anticipated ridership.

Vehicles shall be Wi-Fi capable.

#### Miscellaneous Trips and Summer Session Intercity

Vehicles shall be appropriate for the requirement and the size/style shall be approved by the University.

NOTE: The National Highway Traffic Safety Administration (NHSTA) issued and renewed its consumer advisory against the use of fifteen (15) passenger vans which are deemed unsafe because of their high center of gravity and propensity to roll-over. Furthermore it is against Federal Law to purchase new fifteen (15) passenger vans for school transportation purposes.

In keeping with the letter and spirit of the NHSTA warning fifteen (15) passenger vans may not be used to transport university students or staff.

- 3.8 Equipment Damage or Loss: The Contractor assumes responsibility for all equipment in the case of fire, theft or vandalism.
- 3.9 Emergency Contacts - General: Prior to the start of the contract the Contractor shall provide the University with a written list of emergency contacts available 24/7. In the event of a vehicle breakdown or other emergency the contacts on this list will provide assistance, information or guidance above and beyond that provided by the operator (driver).
- 3.10 Emergency Contacts – Long haul or overnight travel. The operator(s) (driver(s)) shall provide the University's group leader or head coach with his/her cell phone number and shall respond to calls from the group leader or head coach at all times during trips.
- 3.11 Incident Reports: Drivers (operators) shall report incidents that occur during the transport of

University students or staff. Incident reports shall be provided to Public Safety.

- 3.12 Trip Continuation: The Contractor will provide trip continuation services at no additional cost to the University. If the University is responsible for the trip interruption there may be a charge. If the Contractor is unable to provide trip continuation in a timely manner the University shall not be charged.
- 3.13 Campus Closings – Weather: The Intercity contract administrator will notify the Contractor in the event of weather emergencies.
- 3.14 Idling: Clean air and the environment are important to the University. The operator (driver) will turn off the vehicle engine upon arrival at the University and will not (normally) restart its engine until immediately before the vehicle is to depart. The rare exception may be permitted when the vehicle's interior environment becomes uncomfortable for the health of its occupants.
- 3.15 Stopping/Parking: Vehicles shall not block curb cuts or pedestrian walkways.
- 3.16 Leakage: Vehicles shall be well maintained. Even so, some leakage is expected however vehicles supporting this contract shall not routinely leak fluids (oil, transmission, or other fluids) other than clear water. In the event of a spill or leak requiring clean-up the Contractor shall be responsible for all costs incurred.
- 3.17 Weekday Service (Academic Year Intercity): Service shall be available Monday through Friday excluding only those days when the University is not in regular session. Service consists of round-trip routes between the Portland campus and the Gorham campus (approximate distance 11 miles one way). Current pickup points are at the Campus Center in Portland and at Bailey Hall (Library entrance) in Gorham, but the University may change pickup points from time to time. Certain runs are required to make stops at the Maine Mall, see Exhibit A. The schedule of weekday runs will commence no earlier than 7:00 a.m. and the last run shall commence no later than 10:30 p.m. At certain designated hours, a second or even third run in the same direction may be required because of anticipated passenger volume and will be adjustable by the University with advance notice. The schedule of bus runs shall be established in writing not later than July 1<sup>st</sup> for each upcoming year dependent upon official University Curriculum and Calendar Schedules. Current runs are scheduled at 45 minute intervals. Regular bus schedule runs may be subject to change by the University upon seven (7) days advance written notice to the Contractor. The University must be made aware of and approve all primary travel routes.
- 3.18 Weekend Service (Academic Year Intercity): On Saturdays (as additive alternate Sundays) the Contractor will provide service between the Portland Campus, the Maine Mall and the Gorham Campus. The schedule of daily runs would begin no earlier than 8:30 a.m., and the last run would begin no later than 9:00 p.m.
- 3.19 Additive Alternative - Summer Sessions Intercity (SS): The Contractor shall provide a small transit style vehicle for daily shuttle service, seven days per week, 7:30 a.m. to 9:00 p.m. starting the first Monday after Commencement through the Friday before the fall semester begins.

**IMPORTANT NOTE REGARDING SUMMER SESSIONS INTERCITY (SS):** The University **may** not choose to provide this service during each year covered by this contract. The University might, for example, not have this service in year one, add it in years two and three, and then eliminate it.

## 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.

THIS IS A REQUEST FOR PROPOSALS – Bidders shall ensure that all information required herein is submitted with the proposal. Bidders are encouraged but are not required to go beyond the required responses and suggest/recommend creative solutions to the University's present and future requirements.

#### 4.1 Business Profile:

4.1.1 No financial statements are required to be submitted with your proposals, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

4.1.2 Please submit with your proposal a detailed history and description of your company and any published reports about your company.

4.2 Fuel: The University is interested in improving the environment and providing leadership in matters of transportation services. Bidders are required to consider and discuss the pros, cons and specific costs of, at least, the following three types of fuels: clean diesel; compressed natural gas; bio-diesel. Bidders shall tailor their response for each of the transportation schedules: Academic Year Intercity (IC); Athletic Team Transportation (ATT); Miscellaneous Trips (MT); Summer Session Intercity (SS).

4.3 Equipment Types: Bidders shall discuss, in detail, the type; capacity; quantity of vehicles proposed for each schedule.

4.4 Bus Wrap: Marketing is key to University operations. The University desires signage in the form of vehicle wraps and/or temporary signage. Academic Year Intercity (IC) vehicles are the most productive. In some situations Athletic Team Transportation (ATT) vehicles may benefit from temporary signage. Bidders shall discuss the types of wraps or temporary signage and specific costs for each of the transportation schedules.

4.5 Payment Method: Indicate your ability to accept electronic payments. (Section 2.17)

4.6 References: A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past year providing services with a similar scope to this one. Provide company names with contact person, email address and telephone number.

**ACADEMIC YEAR INTERCITY (SCHEDULE IC)  
SUPPLEMENT TO SECTION FOUR  
PROPOSAL CONTENT**

- IC 1 Cost per road mile of bus service
- IC 2 Cost per hour of minibus for Saturday service and as an add alternative weekend (Saturday and Sunday) service
- IC 3 Cost per hour or per mile for special trips
- IC 4 Type of bus and minibus equipment to be used (number, make, model, year, capacity, date of purchase, etc.) Specific information about equipment should include but not be limited to the passenger compartment temperature controls with which the buses are equipped.
- IC 5 Third-party emissions test: Opacity tests are not sufficient for this proposal. Third-party emissions tests for the buses most likely to be used will be submitted with the proposal. If an emissions test is not available, a brief explanation should be given. Emissions tests should include levels of PAHs (polycyclic aromatic hydrocarbons) in the exhaust as well as levels of other substances typically measured in diesel exhaust (i.e. particulates, SOx and CO). The exact fuel type burned for the test should also be documented. The test date, location, results and Vehicle Identification Numbers should be submitted along with the proposal.
- IC 6 Bidders must describe how they will regularly measure air quality on the buses as well as how they will respond to air quality concerns raised by bus-riders.
- IC 7 Bidders will show how they will address the University's desire to use an environmentally-friendly fuel examples could include B20 biodiesel, natural gas, clean diesel for a minimum of 80% of the miles driven on University routes between campuses and campus buildings. As a reminder, alternate solutions that demonstrate emissions or fuel use benefits equal to or greater than regular diesel may be acceptable. Proof that the University's objectives are being realized shall be provided by the Contractor.
- IC 8 Bidders' corporate average fuel economy, for all buses run by the company.
- IC 9 Alternative or substitute equipment available (special trips – emergencies).
- IC 10 Record of bus equipment breakdowns and / or failures per 10,000 miles of service. Indicate the reasons for breakdowns and / or failures and corrective actions taken. (This information should cover the previous two years.)
- IC 11 Standees: Indicate the number of standees that would be allowed, if any.
- IC 12 Operating experience of bus drivers.
- IC 13 Customer service training provided for bus drivers.
- IC 14 Evidence of insurance or insurability to the required limits.
- IC 15 Fuel Cost Adjustment - indicate the basis of any fuel cost adjustment to the 2012 / 2013 bid price which will apply should the University exercise its option to extend the Contract for up to four possible one-year extensions.

- IC 16 Contract Documents: Bidders shall include, with their bid, a complete copy of the contract that they propose for the University, if any.
- IC 17 The University would like to explore opportunities to advertise USM on the buses, i.e. semi-permanent and/or temporary signage. Bidders are requested to discuss the opportunities available.
- IC 18 Buses should have signage displaying destinations. Signage must clarify that buses are traveling between USM campuses. Describe how you will comply.
- IC 19 The University is interested the possibility of having video capabilities on the buses, both for entertainment and educational / advertising purposes. Describe how you would address this issue.

**ATHLETIC TEAM TRANSPORTATION (SCHEDULE ATT)  
SUPPLEMENT TO SECTION FOUR  
PROPOSAL CONTENT**

**ATT 1 Pricing:**

Bidders shall complete the attached schedule / spread sheet. For your convenience an electronic version (MS Excel) of the schedule / spread sheet is available upon request. Please contact Hal Wells at 973-3302 or hcwells@maine.edu and provide an email address.

Provide a firm price for each trip described except for those trips where the University has not provided adequate information for pricing. These trips are marked with a "N/A" in the price field.

The University will make the arrangements for and pay for the driver's room for all overnight trips. Prices shall include parking fees and ferry charges. Prices offered will be in effect for a minimum of one (1) year, FY 2012-2013.

Pricing shown for individual trips shall apply to similar additional trips that might be required or credited for trips that might be canceled.

In addition, bidders shall provide the following detail information which was used in responding to the spread sheet:

ATT 1.1 Per mile rate \$ \_\_\_\_\_

ATT 1.2 Per hour waiting time rate for the driver \$ \_\_\_\_\_

ATT 1.3 Cost per gallon of fuel \$ \_\_\_\_\_

ATT 1.4 Day rate charge \$ \_\_\_\_\_

ATT 1.5 Cancellation charge\* \$ \_\_\_\_\_

ATT 1.6 Bidders must also specify all other additional charges that might be applied.

**ATT 2 Cancellation charge\*:** Reference 3.6 and ATT 1.5 above – bidders shall address the issue of cancellation charges. At 3.6 the University states that it will notify the Contractor of cancellations as soon as possible but not less than two hours before departure. Notification two hours before departure would not result in a cancellation charge. Notification less than two hours before departure may result in a cancellation charge. Does the bidder offer any scalability – that is, notification 90 minutes before departure may result in a cancellation charge of \$X; notification 60 minutes before departure may result in a cancellation charge of \$Y; etc.?

**ATT 3 Equipment:** Bidders shall specify the equipment to be used in fulfilling the Contract. Sufficient information to identify and assess the equipment shall be provided. As a minimum, provide the number of units, make, model, age, mileage, condition, style and capacity of the equipment.

**MISCELLANEOUS TRIPS (MT)  
SUPPLEMENT TO SECTION FOUR  
PROPOSAL CONTENT**

**MT 1 Pricing:**

Bidders shall complete the attached schedule / spread sheet. For your convenience an electronic version (MS Excel) of the schedule / spread sheet is available upon request. Please contact Hal Wells at 973-3302 or hcwells@maine.edu and provide an email address.

Provide a firm price for each trip described except for those trips where the University has not provided adequate information for pricing. These trips are marked with a "N/A" in the price field.

The University will make the arrangements for and pay for the driver's room for all overnight trips. Prices shall include parking fees and ferry charges. Prices offered will be in effect for a minimum of one (1) year, FY 2012-2013.

Pricing shown for individual trips shall apply to similar additional trips that might be required or credited for trips that might be canceled.

In addition, bidders shall provide the following detail information which was used in responding to the spread sheet:

MT 1.1 Per mile rate \$ \_\_\_\_\_

MT 1.2 Per hour waiting time rate for the driver \$ \_\_\_\_\_

MT 1.3 Cost per gallon of fuel \$ \_\_\_\_\_

MT 1.4 Day rate charge \$ \_\_\_\_\_

MT 1.5 Cancellation charge\* \$ \_\_\_\_\_

MT 1.6 Bidders must also specify all other additional charges that might be applied.

**MT 2 Cancellation charge\*:** Reference 3.6 and MT 1.5 above – bidders shall address the issue of cancellation charges. At 3.6 the University states that it will notify the Contractor of cancellations as soon as possible but not less than two hours before departure. Notification two hours before departure would not result in a cancellation charge. Notification less than two hours before departure may result in a cancellation charge. Does the bidder offer any scalability – that is, notification 90 minutes before departure may result in a cancellation charge of \$X; notification 60 minutes before departure may result in a cancellation charge of \$Y; etc.?

**MT 3 Equipment:** Bidders shall specify the equipment to be used in fulfilling the Contract. Sufficient information to identify and assess the equipment shall be provided. As a minimum, provide the number of units, make, model, age, mileage, condition, style and capacity of the equipment.



## SUMMER SESSION INTERCITY (SS) SUPPLEMENT TO SECTION FOUR PROPOSAL CONTENT

IMPORTANT NOTE REGARDING SUMMER SESSIONS INTERCITY (SS): The University **may** not choose to provide this service during each year covered by this contract. The University might, for example, not have this service in year one, add it in years two and three, and then eliminate it.

SS 1 Provide pricing for the Summer Session Intercity (SS) services described at 3.19 above. Price the service two ways:

SS 1.1 Daily runs between the Portland Campus and the Gorham Campus.

SS 1.2 Daily runs between the Portland Campus, the Maine Mall and the Gorham Campus.

Bidders may wish to elaborate on the costs and suggest ways to provide the expanded service (the Maine Mall) in the most cost effective manner.

SS 2 Bidders shall describe the vehicles proposed for this service.

SS 3 The University is not able to predict, with any degree of reliability, the future demand for Summer Session Intercity services. Bidders are encouraged to suggest solutions that will meet the University's desire to provide service for its students but recognizes the need for flexibility.

SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Date)