



Administered by University of Maine System  
Office of Strategic Procurement  
Request for Proposal (RFP)

**Athletic Teams Medium Duty  
Passenger Bus Lease**

RFP #059-16

**Issued Date:** April 26, 2016

**Response Deadline Date/Time:** May 17, 2016, 5:00 P.M. E.S.T.

**Response Submission Information:**

University of Maine System  
Office of Strategic Procurement  
Submitted electronically to **roger.ward@maine.edu**  
Email Subject Line – **Athletic Bus Lease - RFP#059-16**

**Response Contact Information:**

Strategic Sourcing Manager: Ryan Ward  
Email: roger.ward@maine.edu Phone: (207) 581-2712

## Table of Contents

<b>SECTION 1</b>	4
<b>1.0 General Information</b>	4
1.1 Definition of Parties	4
1.2 Purpose	4
1.3 Overview	4
1.4 Eligibility to Submit Responses	5
1.5 Evaluation Criteria	6
1.6 Timeline of Key Events	6
1.7 Respondents' Presentations	7
1.8 Communication with the University	7
1.9 Award	7
1.10 Award Protest	8
1.11 Confidentiality	8
1.12 Costs of Preparation	8
1.13 Debarment	8
1.14 Response Understanding	9
1.15 Response Validity	9
1.16 Non-Responsive Submissions	9
1.17 Response Submission	9
1.18 Authorization	9
1.19 Multi-Institutional	9
1.20 Contractor's Liability Insurance	9
1.21 Pricing	10
1.22 Cost Response Form Quantities	11
1.23 Agreement Documents	11
1.24 Alternates	11
1.25 Employees	11
<b>SECTION 2</b>	12
<b>2.0 Scope of Work</b>	12
<b>SECTION 3</b>	15
<b>3.0 Response Submission Requirements</b>	15
3.1 General Format Instructions	15
3.2 Proposal Format Instructions	16

<b>SECTION 4 - REQUIREMENTS</b> .....	18
<b>4.0 Organizational Qualifications, Experience, Financial Stability, References &amp; Costs</b> 18	
4.1 Organizational Qualifications and Experience - 15 Points.....	18
4.2 References - 5 Points.....	18
4.3 Economic Impact within the State of Maine - 10 Points.....	19
4.4 Cost Response - 40 Points.....	19
<b>SECTION 5 - REQUIREMENTS</b> .....	20
<b>5.0 Medium-Duty Passenger Bus Specifications – 20 Points</b> .....	20
<b>SECTION 6 - REQUIREMENTS</b> .....	21
<b>6.0 Delivery Requirements – 5 Points</b> .....	21
<b>SECTION 7</b> .....	22
<b>7.0 Contract for Services Requirements – 5 Points</b> .....	22
<b>SECTION 8</b> .....	23
<b>8.0 Confidential Information</b> .....	23
<b>SECTION 9</b> .....	24
<b>9.0 List of Appendices and Related Documents</b> .....	24
Appendix A – University of Maine System Response Cover Page.....	25
Appendix B - Cost Response Form.....	26
Appendix C – Economic Impact Form.....	29
Attachment A.....	40
Attachment B.....	43

# SECTION 1

## 1.0 General Information

### 1.1 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent(s)". The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor." The University of Maine System and other components of the University shall be referred to as "Multi-Institution"

### 1.2 Purpose

The University of Maine System is seeking responses to provide Athletic Medium-Duty Passenger Bus Lease as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

The University of Maine at Fort Kent and the University of Maine at Presque Isle are seeking to lease buses for Athletic Team transportation. The buses shall be able to transport Athletic Teams throughout the academic calendar across the State of Maine, New England and beyond to scheduled sporting events.

Respondents should review **Section 2 and Section 5** of this document to see the full Scope of Services/Products required.

Though this document is primarily for University of Maine at Fort Kent and University of Maine at Presque Isle, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

### 1.3 Overview

Established in 1968, the University of Maine System (UMS) unites seven distinctive public universities, comprising 10 campuses and numerous centers, in the common purposes of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

Maine's largest educational enterprise, the University extends its mission as a major resource for the state, linking economic growth, the education of its people, and the application of research and scholarship.

A comprehensive public institution of higher education, UMS serves nearly 40,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

*Operating within a shared services model, the offices of Information Technology, Strategic Procurement, Human Resources, Facilities, Risk and General Services, Finance and Budget, Shared Processing Center, General Counsel and Organizational Effectiveness partner to form the University Services organization.*

*Charged with delivering key administrative functions across the System, University Services is dedicated to leveraging its significant unit and collective resources to not only serve the immediate needs of its constituents, but deliver sustainable economies and efficiencies for the future benefit of the System as well.*

### **University of Maine at Fort Kent (UMFK)**

Founded in 1878, the University of Maine at Fort Kent is a unique learning institution perfect for people seeking a rural scholastic atmosphere of modern academic standards combined with an eclectic mix of rugged outdoor vistas and access to cosmopolitan epicenters across two countries. The learning opportunities at UMFK have become a model of a "rural university" that other New England campuses attempt to emulate. Strong academic programs include associate and bachelor's degrees in such disciplines as nursing, business, education, forestry and cyber security among others. The student body at UMFK numbering 1,500, has a higher percentage of international students than any other university in New England, allowing immersion in a cultural opportunity that is unique in the world. Featuring seventy-seven full-time and adjunct faculty and eighty-one staff, UMFK enjoys national recognition for quality and value as well as championships in men's and women's soccer.

### **University of Maine at Presque Isle (UMPI)**

For more than a century, the University of Maine at Presque Isle has been helping students find their path to great professional careers providing its 1,100 traditional and non-traditional students from all areas of the state, country, and world with life-changing opportunities in a caring, small-university environment. UMPI combines liberal arts and selected professional programs and serves as a cultural and educational resource for the entire region. The campus sits on 150 acres surrounded by the rolling hills and potato fields of northern Maine and the University strives to be the region's premier learning institution while helping to stimulate cultural and economic development in Aroostook County and the State of Maine. The University serves as an educational and cultural center for the area and its facilities are utilized for lectures, programs, concerts, dance performances, exhibits, and plays that benefit the entire region.

## **1.4 Eligibility to Submit Responses**

1.4.1 Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

## 1.5 Evaluation Criteria

**Scoring Weights:** The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria.

Submission Requirements	Category	Points
Section 4 (4.1-4.2)	Organization Qualifications, and Experience	15
Section 4 (4.2)	References	5
Section 4 (4.3)	Economic Impact Within State of Maine	10
Section 4 (4.4)	Cost Response	40
Sections 5 & 6	Requirements (Bus Specifications & Delivery)	25
Section 7	Contract for Services	5
	<b>Total Points</b>	<b>100</b>

### Section 4 (4.4 Only) – Cost Response

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

$$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times (40) = \text{prorated score}$$

Best and Final Offers: All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will not be given another opportunity to modify pricing once submitted.

### Section 7 – Contract for Services

Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above responses with language adjustments will have point reductions based on University risk assessment.

## 1.6 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.6	Respondents Optional Pre-Bid Video/Phone Conference Call	<b>May 2, 2016, 2:00 P.M. – 3:00 P.M. E.S.T.</b>
Section 1, 1.7	Deadline for Written Inquiries/Questions	<b>May 5, 2016 End of Business</b>
Section 1, 1.7	Response to Written Inquiries/Questions	<b>May 11, 2016 End of Business</b>
Section 1, 1.16	Deadline for Proposal Submission	<b>May 17, 2016 5:00 P.M. E.S.T.</b>
	Award Announcement ( <b>subject to change</b> )	<b>May 25, 2016</b>

	Estimated Agreement Start Date (subject to change)	June 15, 2016
--	---	---------------

**Respondents must RSVP no later than April 29, 2016 3:00 P.M. E.S.T. using the Response Contact Information provided on the cover sheet of this document to obtain information for attending Pre-Bid Video/Phone Conference Call information**

### 1.7 Respondents' Presentations

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

### 1.8 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php)

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Failure to comply with this requirement could result in disqualification from further consideration.

Refer to table in **Section 1, 1.5 Timeline of Key Events** for deadline requirements.

### 1.9 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this

request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, a Agreement may be awarded to that Respondent without further action.

### **1.10 Award Protest**

Respondents 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 Respondent. The protest must contain a statement of the basis for the challenge.

### **1.11 Confidentiality**

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. After the protest period has passed and the Agreement is fully executed, the winning response 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 portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent 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.

### **1.12 Costs of Preparation**

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

### **1.13 Debarment**

Submission of a signed response 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.



### 1.14 Response Understanding

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

### 1.15 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

### 1.16 Non-Responsive Submissions

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

### 1.17 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.

### 1.18 Authorization

Any 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 Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

### 1.19 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

### 1.20 Contractor's Liability Insurance

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations  (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more

2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$5,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

**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:

**University of Maine System  
Risk Manager  
Robinson Hall  
46 University Drive  
Augusta, Maine 04330**

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.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

## 1.21 Pricing

Pricing shall be all inclusive for the term of the contract. All prices quoted per bus shall remain firm for the entire term of the agreement. Pricing shall include cost for delivery and pick-up of buses by awarded Respondent. Pricing for going over the allocated mileage shall be firm for the length of the agreement.

The quantities described in Section 2 of this RFP are approximate only. The awarded Respondent shall cover the actual needs of the University of Maine System throughout the term of the Contract regardless of whether there are more or less than the quantities described.

Unless otherwise noted by the Respondent, the prices provided in this response will remain valid for 90 days for all quantities required by the University of Maine System.

## 1.22 Cost Response Form Quantities

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

## 1.23 Agreement Documents

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, 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 Agreement Documents.

In the event of a conflict of terms the following precedence will apply:

1. University of Maine System Contract for Services
2. The University's RFP
3. Respondent's Submission
4. Contract Amendments (as required)
5. Purchase Order or Letter of Agreement

The winning Respondent must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**. Respondent's submission requirements for the Contract for Services are provided in **Section 7.0** of this document.

## 1.24 Alternates

Unless otherwise provided for in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the University, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name products referenced in the solicitation.

## 1.25 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 Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

## SECTION 2

### 2.0 Scope of Work

The University seeks to lease a minimum of four (4) medium duty passenger buses to transport Athletic Sports Teams. The University of Maine at Fort Kent seeks to lease two (2) minimum twenty-five (25) passenger buses. The University of Maine at Presque Isle seeks to lease one (1) minimum twenty-five (25) passenger bus and one (1) minimum twenty-nine (29) passenger bus, driver seat is not to be included in number of passenger seats.

The University of Maine at Fort Kent and University of Maine at Presque Isle Athletic Teams travel many hours across the State of Maine, New England and as far south as North Carolina. Comfort and amenities, while remaining aware of cost, are important factors in selecting the winning respondent to this RFP.

The specifications listed below is the minimum requirements for a two-axle, shuttle class commercial non-lift bus. The body shall be mounted on a commercial or recreational vehicle chassis. The medium duty bus must be capable of seating a minimum of 25 or 29 forward facing adult passengers not including the driver with coach-like interior in a mid-size bus.

**All buses shall be new units, capacity shall be for adults and vehicle color is to be white.**

All buses shall meet the following requirements:

#### **Interior Features:**

- Seats
  - Cloth
  - High Back
  - Reclining/adjustable
  - Foldup armrest
  - Retractable lap belts (preferred)
- Rear dedicated luggage storage area
- Overhead storage racks with LED reading lights
- Interior LED lighting
- Front and Rear Air Conditioning & Heating
- Large passenger windows, privacy glass with T-Slider
- DVD Player, TV mounted in front of bus (29 Passenger requires two (2) flip-up TVs mounted in front and midway of bus)
- AM/FM/CD Stereo
  - Front and Rear speakers for Stereo and DVD player
- Electrical Panel with resettable breakers is preferred
- Electric bi-fold door
- Flat Interior passenger area flooring

- Auto-cloth installed on interior walls and ceiling to reduce noise and provide “coach-like” interior.
- Passenger seating to include side sliders to provide additional spacing between seats where applicable for additional comfort for passengers.

**Exterior Features:**

- Minimum Ford E 450 for 25 Passenger and F550 for 29 Passenger Goshen G-Force (**for comparison**) or equal or better quality
- Minimum 14,200 GVWR for 25 Passenger and minimum 19,500 GVWR 29 Passenger Medium Duty Buses – Respondent awarded contract shall be responsible for certifying that all buses delivered shall not exceed 95% of front spring and 95% of rear spring capacity rating without exceeding GVWR of chassis (determined by engineering calculated loaded bus axle weights) described in response. Chassis shall be the heaviest available for wheelbase. Chassis shall have one (1) front axle (I-beam) with single wheels and one (1) rear axle (full floating) with dual wheels. Chassis shall be equipped with power steering and tilt wheel steering column. The steering column shall be adjustable.
- LED headlights and taillights Preferred
- Exterior Mirrors, West coast style (Upgrade Option to include Power & Heated)
- Daytime Running Lights
- Metal rollover frame/cage type structure
- Minimum 40 gallon fuel tank
- Heavy Duty 4 Speed Automatic Transmission for 25 Passenger Bus; 6 Speed Automatic Transmission for 29 Passenger Bus
- Dual Batteries
- Cruise Control
- Safety Back-up Alarm Installed
- Front & Rear Splash Guards

**General Design and Construction**

- Safety: The chassis and body shall be designed and work performed by professional established firms. Respondent shall comply with all Federal and State of Maine regulations and requirements applicable to the design and manufacture of buses.
- Driver Size & Comfort: Design criteria of bus for driver area shall be for all females from the 5<sup>th</sup> percentile to males of the 95<sup>th</sup> percentile, to be equally as comfortable in using all controls required to safely drive and maneuver the bus. All driver controls required shall comply with FMVSS 101.
- Metal Rollover Frame, Cage-type Construction: The bus shall have a heavy-duty, unit-body structure. Respondent shall provide certification that proposed buses’ strength of frame shall comply with FMVSS 220 rollover protection test.
- Buses shall be designed to withstand road shocks, stop and start operations, seasonal weather and road extremes and other conditions found in Northern Maine and throughout New England. On occasion Athletic Teams travel to as far as North Carolina, Heating/AC shall be sufficient to reflect wide variety of temperature extremes. The interior of the bus shall be a pleasant, aesthetically pleasing atmosphere.

- The floor deck shall be a minimum of ¾" C/D plywood of marine grade material, shall have all cracks and voids filled and the whole surface rough sanded before installing the flooring material. A layer of sealer shall be installed between floor deck edges that butt against structural members and other deck sections to prevent dust and moisture intrusion.

**Line Item Upgrade Options** – Optional upgrade features to be listed separately with cost increase to monthly lease amounts per item.

- Driver compartment power window
- Backup camera
- Power & heated exterior mirrors
- Auxiliary power outlets for passengers
- Wi-Fi Capabilities
- Leathermate (or comparable) High-back Seats
- Leather High-back Seats
- DVD Player, 2 Flip-up TVs located in front and mid area, 25 Passenger Bus

# SECTION 3

## 3.0 Response Submission Requirements

This section contains instructions for Respondents to use in preparing their responses. The Respondent's response must follow the outline used below, including the numbering of section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score. The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response. Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

### 3.1 General Format Instructions

3.1.1 **ELECTRONIC SUBMISSIONS** - Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

3.1.2 **RESPONSE COVER PAGE** - Respondents must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Respondent's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Respondent address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into Agreements on behalf of the Respondent.

3.1.3 **RESPONDENTS RESPONSIBILITY** - It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

- 3.1.4 **BRIEF RESPONSE** - Respondents are asked to be brief and to respond to each question listed in the “**Requirements Sections**” of this document. Number each response in the response to correspond to the relevant question in this document.
- 3.1.5 **ADDITIONAL ATTACHMENTS PROHIBITED** - The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

## 3.2 Proposal Format Instructions

The response shall be submitted under the same cover at the same time, in the seven (7) distinct sections noted below:

### **Requirements - Organization Qualifications and Experience**

1. Label this Section 1 in the response.
2. Appendix A – University of Maine System Response Cover Page and table of contents.
3. Provide responses for each requirement for **RFP Section 4**:
  - a. 4.1 Organizational Qualifications and Experience
  - b. 4.2 References
  - c. 4.3 Economic Impact within the State of Maine – Appendix C

### **Requirements - Cost Response**

1. Label this Section 2 in the response.
2. Provide responses for each requirement in **RFP Section 4**:
  - 4.4 Cost Response – Exhibit referenced in Appendix B.

### **Requirements – Business Functional**

1. Label this Section 3 in the response.
2. Provide responses for each requirement in **RFP Section 5**
  - 5.0 Business Functional Requirements

### **Requirements – Delivery Requirements**

1. Label this Section 4 in the response
2. Provide responses for each requirement in **RFP Section 6**
  - 6.0 Delivery Requirements

### **Contract for Services**

1. Label this Section 5 in the response.
2. Provide copy of the University of Maine, Contract for Services with the required responses as outlined in **RFP Section 7**.

### **Confidential Information**

1. Label this Section 6 in the response.
2. Provide the documents as outlined in **RFP Section 8**.



**Attachments**

1. Label this Section 7 in this response.
2. Any remaining attachments required as part of the response.

# SECTION 4 - REQUIREMENTS

## 4.0 Organizational Qualifications, Experience, Financial Stability, References & Costs

Respondents shall ensure that all information required herein is submitted with the response. 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 response or rescission of an award. Respondents 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 Organizational Qualifications and Experience - 15 Points

- 4.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
- 4.1.2 Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 4.1.3 Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
- 4.1.4 Provide a statement of names and addresses of local Authorized Service Representatives in Northern Maine.
- 4.1.5 Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.
- 4.1.6 Describe your firm's understanding of the current higher education needs for providing the products / services described in **Section 2** of this document. Include in your response what challenges do higher education organizations face in this area how would your solution support our goals?

### 4.2 References - 5 Points

Provide at least three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We will request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year). We strongly prefer clients from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

### 4.3 Economic Impact within the State of Maine - 10 Points

In addition to all other information requested within this document, each Respondent must complete **Appendix C** of its response to describing the Respondent's economic impact upon and within the State of Maine.

### 4.4 Cost Response - 40 Points

#### 4.4.1 General Instructions:

4.4.1.1 The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.

4.4.1.2 The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements.

4.4.1.3 Failure to provide the requested information and to follow the required cost response format provided in Appendix B, may result in the exclusion of the Response from consideration, at the discretion of the University.

4.4.1.4 No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.

#### 4.4.2 Cost Response Form Instructions – Appendix B

4.4.2.1 The Respondent **MUST** fill out **Appendix B**, following the instructions detailed in Appendix B.

## **SECTION 5 - REQUIREMENTS**

### **5.0 Medium-Duty Passenger Bus Specifications – 20 Points**

Provide detailed description of Medium-Duty Passenger Buses by completing **Attachment A Specifications & Response Sheet for 25 Passenger Bus** and **Attachment B Specifications & Response Sheet for 29 Passenger Bus** as well as any additional information regarding the specifications of the buses.

## SECTION 6 - REQUIREMENTS

### 6.0 Delivery Requirements – 5 Points

Delivery of buses prior to the beginning of the fall 2016 Athletic team schedule for the University of Maine at Fort Kent and University of Maine at Presque Isle is a requirement of this RFP. Additionally certain documents and other requirements will need to be completed by the winning Respondent prior to delivery.

- 6.1 Provide a statement describing your company's ability to delivery buses as described in your response prior to August 15, 2016, the start of the 2016 fall athletic season.
- 6.2 Provide a statement of contingency plan if Respondent is unable to deliver buses prior to August 15, 2016 to provide transportation of Athletic Teams for the University of Maine at Fort Kent and University of Maine at Presque Isle.  
**Contingency plan will need to be utilized if awarded Respondent is unable to deliver buses prior to August 15, 2016.**
- 6.3 Provide a statement describing your company's ability to provide the following information once buses have been awarded and ordered. Information is required for the University to insure buses prior to delivery.
  - 6.3.1 Year
  - 6.3.2 Make
  - 6.3.3 Model
  - 6.3.4 Vin#
  - 6.3.5 Value
- 6.4 Provide a statement describing your company's ability to provide needed documents to register buses, if possible, prior to delivery. Documents needed include:
  - 6.4.1 Copy of lease agreement
  - 6.4.2 Copy of Invoice
  - 6.4.3 Schedule C – *Name Lessee, Name Lessor, Contact, Year, Make, Model, Mileage at delivery, Lease Payment, Insurance Information (who is responsible), signature of lessor and lessee.*
  - 6.4.4 Prior Original Title singed over to University of Maine System
    - 6.4.4.1 Note: If there are two (2) titles, due to the chassis being a different manufacturer, the University will need the chassis title most urgently as this is the document the University needs to register the title with the State of Maine.
  - 6.4.5 Maine Title Application completed
- 6.5 Provide a statement describing your company's ability to provide temporary plates for thirty (30) days from delivery to provide the University the ability to use the buses while registering the buses with the State of Maine. If dealer plates are provided the University will return the plates once buses are registered.

## SECTION 7

### 7.0 Contract for Services Requirements – 5 Points

- 7.1 The winning Respondent must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**. By submitting a response to a Request for Proposal, bid, or other offer to do business with the University of Maine System, your entity understands and agrees that the attached University of Maine System, Contract for Services is the required agreement format.

The Respondent is encouraged to accept the format and terms and conditions as part of their submission. **Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above responses with language adjustments will have point reductions based on University risk assessment.** To signify acceptance of the terms and conditions, Riders, the RFP and the Respondent's response, including all appendices or attachments, are incorporated in the final Agreement, the Respondent will sign the attached document and provide it as part of their response.

Any Respondent that requires adjustments to the terms and conditions other than what is part of the Respondent's submission (Riders A, A1, B1, B2, D, and F), will be required to provide the response as outlined in Section 8, 8.1.1 directly below.

- 7.1.1 Provide a **red-line version** to reflect language adjustments to the University of Maine System, Contract for Services, "Agreement".

For a copy of the word version of the Agreement email the contact provided in **Section 1.6**.

## **SECTION 8**

### **8.0 Confidential Information**

- 8.1 Certificate of Insurance – Provide on a standard Acord form (or the equivalent) evidencing the Respondent’s general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See 1.18
  
- 8.2 IRS Form W-9, or Form W-8 if you are a foreign entity.

## **SECTION 9**

### **9.0 List of Appendices and Related Documents**

This section lists documents which are included.

9.1 Appendix A – University of Maine System Response Cover Page

9.2 Appendix B – Cost Response Form

9.3 Appendix C – Economic Impact Form

9.4 University of Maine System, Contract for Services

9.5 Attachment A – Specifications & Response Sheet – 25 Passenger Bus

9.6 Attachment B – Specifications & Response Sheet – 29 Passenger Bus



## Appendix A – University of Maine System Response Cover Page

### RFP #059-16 Athletic Teams Medium Duty Passenger Bus Lease

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
- No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

*To the best of my knowledge all information provided in the enclosed quote, both programmatic and financial, is complete and accurate at the time of submission.*

---

Authorized Signature

Date

Name and Title (Typed)

# Appendix B - Cost Response Form

## University of Maine System COST RESPONSE FORM

### RFP #059-16 Athletic Teams Medium Duty Passenger Bus Lease

Respondent's Organization Name:

---

**GENERAL INSTRUCTIONS:**

Print this sheet and fill out. Include with your response Attachments A & B of the vehicle specifications.

<u>TYPE OF VEHICLE</u>	<u>LEASING TERM</u>	<u>PER MONTH LEASE COST</u>
• 25 Passenger F550	2 yr. (12 mo.) / 3 yr. (12 mo.)	_____ / _____
• 25 Passenger F550	2 yr. (9 mo.) / 3 yr. (9 mo.)	_____ / _____
• 25 Passenger F550	4 yr. (12 mo.) / 4 yr. (9 mo.)	_____ / _____
• 29 Passenger F550	2yr. (12 mo.) / 3 yr. (12 mo.)	_____ / _____
• 29 Passenger F550	2 yr. (9 mo.) / 3 yr. (9 mo.)	_____ / _____
• 29 Passenger F550	4 yr. (12 mo.) / 4 yr. (9 mo.)	_____ / _____
• Miles included in lease	annually	30,000
• Cost of additional miles	\$ per mile	\$ _____
• Delivery Date (Immediate Delivery Preferred)		_____

## Upgrade Options

Provide pricing for each listed item. **Pricing shall show the cost increase per item to the monthly lease price.** Respondents shall provide additional information for upgrade options.

<b>25 Passenger Bus</b>						
<b>Upgrade Options</b>	<b>2 yr. (12 mo.)</b>	<b>3 yr. (12 mo.)</b>	<b>2 yr. (9 mo.)</b>	<b>3 yr. (9 mo)</b>	<b>4 yr. (12 mo.)</b>	<b>4 yr. (9 mo.)</b>
Leathermate Seats (or comparable)	\$	\$	\$	\$	\$	\$
Leather Seats	\$	\$	\$	\$	\$	\$
Auxiliary Power outlets for passengers, every other row	\$	\$	\$	\$	\$	\$
Wi-Fi Capabilities, (Preferred fixed monthly rate included in lease, Provide details)	\$	\$	\$	\$	\$	\$
DVD Player, 2 Flip-up TVs located in front and mid area , screen size (inches) 25 Passenger Bus Only	\$	\$	\$	\$	\$	\$
Rear Backup Camera	\$	\$	\$	\$	\$	\$
Power Driver compartment window(s)	\$	\$	\$	\$	\$	\$
Power & Heated Exterior Mirrors	\$	\$	\$	\$	\$	\$
<b>Total Monthly Lease Increase to include all upgrade options:</b>	\$	\$	\$	\$	\$	\$

<b>29 Passenger Bus</b>						
<b>Upgrade Options</b>	<b>2 yr. (12 mo.)</b>	<b>3 yr. (12 mo.)</b>	<b>2 yr. (9 mo.)</b>	<b>3 yr. (9 mo)</b>	<b>4 yr. (12 mo.)</b>	<b>4 yr. (9 mo.)</b>
Leathermate Seats (or comparable)	\$	\$	\$	\$	\$	\$
Leather Seats	\$	\$	\$	\$	\$	\$
Auxiliary Power outlets for passengers, every other row	\$	\$	\$	\$	\$	\$
Wi-Fi Capabilities, (Preferred fixed monthly rate included in lease, Provide details)	\$	\$	\$	\$	\$	\$
Rear Backup Camera	\$	\$	\$	\$	\$	\$
Power Driver compartment window(s)	\$	\$	\$	\$	\$	\$
Power & Heated Exterior Mirrors	\$	\$	\$	\$	\$	\$
<b>Total Monthly Lease Increase to include all upgrade options:</b>	\$	\$	\$	\$	\$	\$

## General

- **Bid pricing shall include delivery and pick-up charges.**
- In the case that the 9-month per year term is awarded, the University will cancel insurance and remove registration while the vehicles are not in possession of the University. Insurance and registration will be restored when the University again takes possession of the vehicles. The period of non-usage will be from the week of May 22 through the week of August 14 of each year.

## Appendix C – Economic Impact Form

### University of Maine System ECONOMIC IMPACT FORM

#### RFP #059-16 Athletic Teams Medium Duty Passenger Bus Lease

Respondent's Organization Name:

---

#### GENERAL INSTRUCTIONS:

In addition to all other information requested within this RFP, each Bidder should complete the tables below to quantify the Bidder's economic impact upon and within the State of Maine.

For the purposes of this RFP, the term "economic impact" shall be defined as the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Respondent's response, the Respondent shall provide the information requested, describing the Respondent's **overall** recent economic impact with the State of Maine and, separately, the projected economic impact with the State of Maine that would **specifically result from the awarded contract only**, should the Respondent be selected.

#### Recent Economic Impact (Respondent's overall Economic Impact over the past 24-month period)

Economic Impact Factors	Factors Expressed in Dollars
Salaries paid to Maine residents in past 24-month period	\$
Payments made to Maine-based subcontractors in past 24-month period	\$
Payments of State and local taxes in Maine within past 24-month period	\$
Payments of State licensing fees in Maine within past 24-month period	\$
<b>Total <u>overall</u> Recent Economic Impact</b>	<b>\$</b>

#### Projected Economic Impact (Future 24-month economic impact resulting from the awarded contract)

Economic Impact Factors	Factors Expressed in Dollars
Salaries to be paid to Maine residents in future 24-month period as a result of the awarded contract	\$
Payments to be made to Maine-based subcontractors in future 24-month period as a result of the awarded contract	\$
Payments of State and local taxes in Maine to be made in future 24-month period as a result of the awarded contract	\$
Payments of State licensing fees in Maine to be made in future 24-month period as a result of the awarded contract	\$
<b>Total Projected Economic Impact <u>only</u> from awarded contract, if selected</b>	<b>\$</b>

**UNIVERSITY OF MAINE SYSTEM  
CONTRACT FOR SERVICES  
MASTER AGREEMENT**

This Contract for Services Master Agreement ("Agreement" or "Master Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **University of Maine System**, hereinafter referred to as the "**University**", and \_\_\_\_\_, hereinafter referred to as "**Contractor**".

**WITNESSETH**, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

**Rider A** - Specifications of Work to be Performed

**Rider A-1** – Pricing

**Rider B-1** – Insurance Requirements

**Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification

**Contract Amendments** as required

**Request for Proposal #059-16** Issue Date **April 26, 2016** Titled **Athletic Teams Medium Duty Bus Lease**.

**Contractor's Bid in Response to Request for Proposal #059-16** Proposal Submission Date **May 17, 2016** Titled **Athletic Teams Medium Duty Bus Lease**.

**WHEREAS**, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.

**Rider A** provides a suite of services offered by the Contractor to the University. As required by the University institutions, the parties will develop jointly specific Scope of Work documents. The document will be governed by all the terms in this agreement; except that the engagement administrator for purposes of managing the service deliverables may be different than this Agreement Administrator and the term may be different than the term of the agreement but may not extend beyond this Agreement termination date. The Scope of Work document will be fully executed by the parties. Institutions may execute more than one agreement for services to support their needs over the term of this Agreement

2. **Term**: This Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated earlier as provided in this Contract.

3. **Payment**:

- A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
  - B. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.
  - C. **“Multi-Institution Capabilities”** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
4. **Termination:** The Agreement may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
  5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
  6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
  7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
  8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
  9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
  10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
  11. **Administration:** John Murphy & Ben Shaw shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.

12. **Non-Discrimination**: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity**: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor**: Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property**: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract**: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply.



18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

University of Maine System  
Robinson Hall  
46 University Drive  
Augusta, ME 04330

Attn: **Contract Administration**

**To Contractor:**

**<<BID INSTRUCTIONS – Bidder to supply information noted below for submission with their proposal/bid. >>**

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

24. **Invoices:** Unless otherwise specified in an attachment hereto, Payment shall be made upon submittal of an electronic invoice to the University by the Contractor to the billing contact information supplied on the Purchase Order. Contractor payments are made on a net 30 basis unless a discount is offered. Questions regarding invoices will be directed to:

Accounts Payable Shared Services

Phone: [207-581-2692](tel:207-581-2692)

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- A. **Terms and conditions of this Agreement**
  - B. **Rider A** - Specifications of Work to be Performed
  - C. **Rider A-1** – Pricing
  - D. **Rider B-1** – Insurance Requirements
  - E. **Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
  - F. **Contract Amendments** as required
  - G. **Request for Proposal #05-16** Issue Date **April 26, 2016** Titled **Athletic Teams Medium Duty Bus Lease.**
  - H. **Contractor's Bid in Response to Request for Proposal #059-16** Proposal Submission Date **May 17, 2016** Titled **Athletic Teams Medium Duty Bus Lease.**

26. **Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

**The Community College System and Maine Maritime Academy**, both public higher education institutions in the state, shall be permitted to piggyback off of the University's contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

**27. 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 addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

**28. Signatures**

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE CONTRACTOR:

LEGAL NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

**Per University policy, "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, or designee, and if it is not approved, valid or effective until such written approval is granted."**

**Chief Financial Officer approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.**

**Chief Business Officer approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.**

BY: \_\_\_\_\_

Title: \_\_\_\_\_  
Chief Procurement Officer or designee

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_  
Chief Financial/Business Officer or designee

Date: \_\_\_\_\_

## RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to the **Specifications of Work to be Performed** as follows:

### INTENT AND PURPOSE

The University seeks to lease a minimum of four (4) medium duty passenger buses to transport Athletic Sports Teams. The University of Maine at Fort Kent seeks to lease two (2) minimum twenty-five (25) passenger buses. The University of Maine at Presque Isle seeks to lease one (1) minimum twenty-five (25) passenger bus and one (1) minimum twenty-nine (29) passenger bus, driver seat is not to be included in number of passenger seats.

The University of Maine at Fort Kent and University of Maine at Presque Isle Athletic Teams travel many hours across the State of Maine, New England and as far south as North Carolina. Comfort and amenities, while remaining aware of cost, are important factors in selecting the winning respondent to this RFP.

The specifications listed in RFP #059-16 is the minimum requirements for a two-axle, transit class commercial non-lift bus. The body shall be mounted on a commercial or recreational vehicle chassis. The medium duty bus must be capable of seating a minimum of 25 or 29 forward facing adult passengers not including the driver with coach-like interior in a mid-size bus.

### PRODUCT SCOPE OF WORK:

**<< BID INSTRUCTIONS - Bidder to provide product/service scope of work description as part of their proposal/bid submission. >>**

**Additional Scope:** The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

**PRICING:** Refer to RIDER A-1. Pricing will be valid for the term of the Agreement.

### PERFORMANCE TERMS AND CONDITIONS

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 University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.

**RIDER A-1  
PRICING**

**<< BID INSTRUCTIONS - Details in Appendix B will be inserted here during Agreement negotiations. No action needed for Bidder as part of their proposal/bid submission. >>**

**RIDER B-1  
INSURANCE REQUIREMENTS**

**<< BID INSTRUCTIONS - Bidder to provide their Contractor's Liability Insurance (CIA) Form here as part of their proposal/bid submission. The text below will be removed and the CIA form will be inserted as an image under Rider B-1>>**

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations  (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$5,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

**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:

**University of Maine System  
Risk Manager  
Robinson Hall  
46 University Drive  
Augusta, Maine 04330**

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.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

RIDER B-2

Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a U.S. person (including US. resident alien.). If you are a foreign person, use the appropriate Form W-8.

Part 1 Tax Status:

Print Name: \_\_\_\_\_
Address (number, street, and apt. or suite no.): \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Phone: (\_\_\_\_) \_\_\_\_\_

Complete One:

[ ] Individual/Sole Proprietor Business Name, if different from above \_\_\_\_\_
Social Security Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_
- or - Business EIN \_\_\_\_ - \_\_\_\_\_

[ ] Partnership EIN \_\_\_\_ - \_\_\_\_\_

[ ] Corporation EIN \_\_\_\_ - \_\_\_\_\_

Please answer questions below if you are a corporation:

1. Corporation providing legal services? Y N

2. Corporation providing medical services? Y N

[ ] Limited Liability Company EIN \_\_\_\_ - \_\_\_\_\_

[ ] Tax-Exempt or Not-for-Profit under § 501(C)(3) EIN \_\_\_\_ - \_\_\_\_\_

[ ] Government Entity EIN \_\_\_\_ - \_\_\_\_\_

[ ] Estate or Trust EIN \_\_\_\_ - \_\_\_\_\_

[ ] All other Entities EIN \_\_\_\_ - \_\_\_\_\_

Part 2 Exemption:

If exempt from Form 1099 reporting, check here: [ ]
and circle your qualifying exemption reason below

- 1. An organization exempt from tax under IRC section 501(a)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. An international organization or any of its agencies or instrumentalities
6. Other: \_\_\_\_\_

Part 3 Certification:

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,
and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person: \_\_\_\_\_ Date: \_\_\_\_\_

Please return this form with the attached contract. Thank you for your cooperation.

## Attachment A Specifications & Response Sheet 25 Passenger Bus

Configuration: 25 passengers, plus rear storage compartment, plus driver

<i>Specifications</i>		<i>Vendor Bus Specifications</i>
1	Minimum New 2016 or 2017 E450 (or equivalent) Chassis	
2	Minimum 14,200 GVWR	
3	6.8L Gas V10 Engine, include estimated miles per gallon	
4	Axle Ratio	
5	Minimum Heavy Duty 4 Speed Automatic Transmission	
6	Minimum 225 Amp Alternator, Preferred Dual Amp Alternator	
7	Dual Wheel Rear Axle with Mor-Ryde (or equivalent) rear suspension system	
8	Power Steering with tilt adjustable steering column	
9	Preferred LED Headlights & Taillights	
10	Exterior Mirrors, West Coast Style	
11	Daytime Running Lights	
12	Minimum 40 gallon fuel tank	
13	Cruise Control	
14	Metal rollover frame/cage type structure, integral welded steel cage with urethane insulation	
15	Exterior Height x Width x Overall Length (feet)	
16	Passenger Windows, T-Slider, Privacy glass	
17	Rear Door to access dedicated rear luggage area	
18	Rear Heavy-Duty Bumper	
19	Rear Luggage Storage Capacity (size & pounds/lbs.)	
20	Front & Rear Mud flaps	
21	Manual Windows in front driver & right-front passenger	
22	Seats - Cloth High back, Reclining/Adjustable, foldup armrest, & lap belts with Side Sliders on all applicable rows	



**Request for Proposal – Athletic Teams Medium Duty Bus Lease**

**Dated: April 26, 2016**

23	Overhead storage racks with individual passenger LED reading lights	
24	Overhead storage racks capacity (pounds/lbs.)	
25	Auto-cloth installed on interior walls and ceiling	
26	Electric bi-fold door with door activated entrance and stepwell lights	
27	DVD Player, Single TV located in front and mid area , screen size (inches)	
28	AM/FM/CD Stereo, front & rear speakers for Stereo & DVD Player	
29	Flat Interior passenger area flooring	
30	Marine Grade 3/4" plywood floor with urethane foamed in place underfloor insulation	
31	Black rubber floor finish with ribbed surface in walk areas, smooth rubber flooring under seating area	
32	Preferred Electrical Panel with resettable breakers	
33	LED Interior Lights	
34	OEM Front Heat & A/C	
35	Duel Compressor System with mimimum 68,000 BTU	
36	Interior Height x Width x Overall Length (feet)	
37	Frame to be painted with black undercoating	
38	Dash instruments shall include: Tachometer, Speedometer, Oil Pressure, Water Temperature, Volt Meter & Fuel Gage	
39	Safety Back-up Alarm Installed	

Description of the Mid-Size Bus and other options included in the Mid-Size Bus price:	

--

Response prepared by:	Signature:
Title:	Date:
Name of Company:	Years in Business:
Address:	
City/State:	
Phone:	Fax:

**General Requirements:**

- Leases are expected to include 30,000 miles of use annually.
- Lease Pricing shall include all fees associated with delivery and pick-up of buses.
- The bus shall be delivered fully serviced, tuned up, wheels balanced and aligned, clean and ready to go.
- All steps to assemble the bus with the above items and specifications are the responsibility of the Respondent.
- Statement of Warranty covering vehicle and all components purchased except for normal wear items.

**Attachment B**  
**Specifications & Response Sheet**  
**29 Passenger Bus**

Configuration: 29 passengers, plus rear storage compartment, plus driver

<b>Specifications</b>		<b>Vendor Bus Specifications</b>
1	Minimum New 2016 or 2017 F550 or Dodge 5500 (or equivalent) Chassis	
2	Minimum 19,500 GVWR, Preferred 23,500 GVWR	
3	6.8L Gas V10 Engine, include estimated miles per gallon	
4	Axle Ratio	
5	Heavy Duty 6 Speed Automatic Transmission	
6	Minimum Dual 200 + 155 Amp Alternator	
7	Dual Wheel Rear Axle with Mor-Ryde (or equivalent) rear suspension system	
8	Power Steering with tilt adjustable steering column	
9	Preferred LED Headlights & Taillights	
10	Mirrors, West Coast Style	
11	Daytime Running Lights	
12	Minimum 40 gallon fuel tank, 50 gallon preferred	
13	Cruise Control	
14	Metal rollover frame/cage type structure, integral welded steel cage with urethane insulation	
15	Exterior Height x Width x Overall Length (feet)	
16	Passenger Windows, T-Slider, Privacy glass	
17	Rear Door to access dedicated rear luggage area	
18	Rear Heavy-Duty Bumper	
19	Rear Luggage Storage Capacity (size & pounds/lbs.)	
20	Front & Rear Splash Guards	
21	Manual Windows in front driver & right-front passenger	
22	Seats - Cloth High back, Reclining/Adjustable, foldup armrest, & lap belts with Side Sliders on all applicable rows	



**Request for Proposal – Athletic Teams Medium Duty Bus  
Lease**

**Dated: April 26, 2016**

--

Response prepared by:	Signature:
Title:	Date:
Name of Company:	Years in Business:
Address:	
City/State:	
Phone:	Fax:

**General Requirements:**

- Leases are expected to include 30,000 miles of use annually.
- Lease Pricing shall include all fees associated with delivery and pick-up of buses.
- The bus shall be delivered fully serviced, tuned up, wheels balanced and aligned, clean and ready to go.
- All steps to assemble the bus with the above items and specifications are the responsibility of the Respondent.
- Statement of Warranty covering vehicle and all components purchased except for normal wear items.