



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

CHARTER BUS SERVICE FOR ATHLETICS &
ADDITIONAL BUS SERVICES

RFP #022-16

Issued Date: March 22, 2016

Response Deadline Date/Time: April 22, 2016 E.O.B.

Response Submission Information:

University of Maine System
Office of Strategic Procurement
Submitted electronically to james.m.gilmore@maine.edu
Email Subject Line – Charter Bus Services - RFP#022-16

Response Contact Information:

Strategic Sourcing Manager: Jim Gilmore
Email: james.m.gilmore@maine.edu Phone: (207) 581-2678

Table of Contents

SECTION 1	4
1.0 General Information	4
1.1 Definition of Parties	4
1.2 Purpose	4
1.3 Overview	4
1.4 Eligibility to Submit Responses	6
1.5 Evaluation Criteria	6
1.6 Timeline of Key Events	7
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 Employees	11
1.25 Penalties	11
SECTION 2	13
2.0 Scope of Work	13
SECTION 3	14
3.0 Response Submission Requirements	14
3.1 General Format Instructions	14
3.2 Proposal Format Instructions	15

SECTION 4 - REQUIREMENTS	16
4.0 Organizational Qualifications, Experience, Financial Stability, References & Costs	16
4.1 Organizational Qualifications and Experience – 25 points	16
4.2 References – 10 points.....	17
4.3 Economic Impact within the State of Maine – 10 points.....	17
4.4 Cost Response – 30 points	18
SECTION 5 – REQUIREMENTS – 20 Points	19
SECTION 6 - REQUIREMENTS	21
6 Intentionally Left Blank	21
SECTION 7	22
7 Contract for Services Requirements – 5 points	22
SECTION 8	23
8 Confidential Information	23
SECTION 9	24
9 List of Appendices and Related Documents	24
Appendix A – University of Maine System Response Cover Page	25
Appendix B - Cost Response Form.....	26
Appendix C – Economic Impact Form	35

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 Charter Bus Service for Athletic Teams, and other University Departments 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).

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

Though this document is primarily for University of Maine, University of Maine at Farmington and University of Maine at Machias, 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

Established as a land grant college in 1865, the University of Maine is a public research university located in Orono and referred to as the flagship institution of the University of Maine System. UMaine, as it is often called, has an overall enrollment of over 11,000 students who pursue majors in ninety undergraduate disciplines, more than seventy masters’ courses of study and thirty doctoral programs. Ranked 105th by the National Science Foundation among American research universities, UMaine’s research faculty has an international reputation for excellence and the campus’ Fogler Library is the largest in the state. Located on more than 600 acres only a few miles from Bangor, one of Maine’s largest cities, the University of Maine is a major resource not only for education but economic and community development throughout the state as well.

University of Maine at Farmington

Established in 1864, the University of Maine at Farmington is a small, increasingly selective public liberal arts college, featuring programs in teacher education, the arts & sciences and professional studies, serving primarily full-time, traditional-age undergraduates in a residential setting. Farmington continues to be recognized for its academic quality, small classes, close-knit community and integrated curricular, co-curricular and extra-curricular offerings. With enrollment at around 1,800 full-time students, UMF is about the same size as many of New England’s most selective private colleges and offers many of the same advantages, yet at a very attractive price.

University of Maine at Machias

The University of Maine at Machias, a member of the University of Maine System, sits on the Gulf of Maine, surrounded by rivers, forests, fishing villages, and blueberry barrens. This unspoiled portion of the Atlantic coast is known for its outdoor recreational opportunities and quality of life. As Maine’s Coastal University, faculty and students approach the liberal arts with a focus on coastal, environmental and community issues. The academic experience emphasizes learning both in the classroom and in experiential settings. UMM’s fifteen undergraduate degree programs serve approximately 800 students. The University’s applied research and public services contribute to the improvement of the quality of life and economic development in Downeast Maine.

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, Experience, and Financial Stability	25
Section 4 (4.3)	References	10
Section 4 (4.4)	Economic Impact Within State of Maine	10
Section 4 (4.5)	Cost Response	30
Sections 5 & 6	Business Requirements	20
Section 7	Contract for Services	5
	Total Points	100

Section 4 (4.5 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:

$$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times (30) = \text{pro-rated score}$$

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, 1.7	Deadline for Written Inquiries/Questions	April 1, 2016
Section 1, 1.7	Response to Written Inquiries/Questions	April 7, 2016
Section 1, 1.16	Deadline for Proposal Submission	April 22, 2016 E.O.B.
	Award Announcement (subject to change)	May 4, 2016
	Estimated Agreement Start Date (subject to change)	July 1, 2016

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

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.

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)	\$5,000,000 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:

Contractor shall provide all-inclusive pricing for Charter Bus Services for Athletics that includes, but not limited to, highway tolls, fuel, waiting time, dead head travel, live travel, and driver. Prices offered will be in effect for a minimum of five (5) years, July 1, 2016 through June 30, 2021, with any modifications to be agreed to in writing by the University.

In consideration of the instability in fuel prices the awarded Contractor may be allowed to adjust their quoted rates directly proportional to any change in fuel costs. **This would be determined no more frequently than annually. Contractor shall have price adjustment requests to the University no later than sixty (60) days prior to the anniversary date of contract.** This adjustment process would need to be for both increase and decrease. Documentation showing actual fuel purchases or the change in national benchmark (EIA, rack rice at the port, etc.) will be required. Prices increase for fuel costs may be adjusted

upon mutual agreement between the University and the Contractor. No fees or extra profit or markup will be allowed. A base fuel rate per gallon on the day the Response is submitted should be included in the Price Proposal (Appendix B – Price Exhibit 1 & Price Exhibit 2).

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 follow 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 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.

1.25 Penalties

The Contractor shall arrive as scheduled, time is of the essence in the performance of this Contract. Late or missed travel will have severe irreparable consequences to the Athletic Teams. Penalties may, at the University's option, be deducted from payment due to Contractor. Listed penalties are required to assure satisfactory performance.

1. Any arrival for pickup more than thirty (30) minutes later than scheduled will incur a penalty of One Hundred Dollars and 00/100 (\$100.00), per occurrence.

2. Any missed trip shall incur a penalty of Five Hundred Dollars and 00/100 (\$500.00) and may be cause for termination of the contract. A missed trip shall be defined as one that inhibits the Athletic Team from arrival at the destination in a reasonable amount of time in order for the team to appropriately prepare for the competition.
3. In the event of missed travel that results in the forfeiture of a game or other adverse action against the University and the harm and damage to the University cannot be determined, under such circumstances the Contractor shall incur as liquidated damages of One Thousand Dollars and 00/100 (\$1,000.00) per missed event and may result in termination of this Contract.
4. Penalties for equipment failures as listed in Section 5.1 will be negotiated per occurrence.

SECTION 2

2.0 Scope of Work

The University of Maine System is issuing a competitive solicitation for Charter Bus Services for Athletics and Additional Bus Services for the University of Maine, University of Maine at Farmington and University of Maine at Machias. The primary use will be for Athletic Teams of the above Universities.

The initial term of any Contract(s) resulting from this RFP will be for five (5) years. With mutual written agreement of the Contract(s) may be extended for five (5) additional one (1) year period. The University will consider other Contract terms at its discretion if proposed and in the best interest of the University.

Contractor shall provide high quality, dependable service as described by the University and must maintain acceptable equipment and trained staff to carry out its obligation to the University. Contractors shall operate according to industry standards and is responsible for providing prompt service with regards to additional equipment and drivers in the event of a breakdown or malfunction. The University shall not bare cost for this emergency service. The Contractor understands and agrees that changes in environment, services, or changes that may affect the University or its traveling schedule must be approved by the University in writing.

Respondents should review **Section 5** Requirements for Athletic Charter Bus Requirements and Non-Athletic Bus Requirements.

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.

3.2 Proposal Format Instructions

The response shall be submitted under the same cover at the same time, in the six (6) 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 1 and Exhibit 2 referenced in Appendix B.

Requirements – Business Functional

1. Label this Section 3 in the response.
2. Provide responses indicating the ability to conform for each requirement in **RFP Section 5**:
 - 5.0 Business Requirements

Contract for Services

1. Label this Section 4 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 5 in the response.
2. Provide the documents as outlined in **RFP Section 8**.

Attachments

1. Label this Section 6 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 – 25 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 Describe in detail your company's standards for driver selection, to include: Licensure and certification (to include ADA training certification) requirements, employee background checks, and meeting the physical requirements as set forth by the United States Department of Transportation's Federal Motor Carrier safety Standards for local zone operations..
- 4.1.3 Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 4.1.4 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.
- 4.1.5 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 the general condition of your charter fleet and more specifically the make, model, and year of buses that will be utilized in the Proposal. Include passenger capacity, features, amenities available, maintenance, and average age of the bus. Description of amenities available shall include, but not limited to, restrooms, DVD players, Wifi, satellite TV, music system, wireless routers, auxiliary power outlets, on board and external storage areas, extra leg room, reclining seats, etc. Description should only depict actual vehicles provided to the University.

- 4.1.7 Describe how your company ensures that all drivers remain properly licensed and certified to operate your company's transit equipment.
- 4.1.8 Describe any special requirements for drivers such as; driving hours, required rest/break periods, mileage limits and lodging requirements etc.
- 4.1.9 The Respondent shall a list of proposed drivers along with their number of licensed years in service and dates CDL class B license was issued.
- 4.1.10 Describe how your company addresses a request by the University for driver reassignment.
- 4.1.11 Describe your company's capabilities to satisfy the characteristics and requirement of the RFP, to including the types of groups for which your company typically provides charter bus service (i.e., athletic teams, tourist, etc.), your ability to provide / perform charter bus services for other University departments and campuses upon request.
- 4.1.12 Describe in detail your company's contingency plan in the event of emergencies. Contingency plan must be detained and include specific protocol. Include your company's course of action for mechanical breakdowns, vehicle/equipment malfunctions, replacement buses and backup drivers for local and long distance trips.
- 4.1.13 Provide a listing of company projects / customers similar in size and scope to the services described in the RFP, both current and past customers. This list must include the name, address, telephone and email address of the client contract administrator. If applicable, please list examples of services rendered in the State of Maine, particularly with institutions of higher learning.
- 4.1.14 Describe your process for incident reporting.
- 4.1.15 Describe your organizational drug free program including frequency of random testing, etc.
- 4.1.16 Provide your company's Worker's Compensation Experience Modification Rate (EMR) for the past three (3) years.

4.2 References – 10 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 – 30 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 **Exhibit 1 and Exhibit 2** referenced in **Appendix B**, following the instructions detailed in Appendix B. For a copy of the excel version of **Exhibit 1**, email the contact provided in **Section 1.6**.

SECTION 5 – REQUIREMENTS – 20 Points

Section 5 is worth 20 points

5.1 Charter Bus Equipment Requirements

1. At the commencement of this Contract the University will require fully operational buses for each trip. Each vehicle will have fully functioning climate control (heat and air conditions) and restrooms cleaned and stocked.
2. All vehicles will have undergone safety and cleanliness inspections and will remain Federal Motor Vehicle Safety Standards (FMVSS) compliant at all times. Records of these inspections will be maintained and made available to the designated University personnel upon request. Any problem affecting the safe operation of the vehicle, or presenting a potential hazard to passengers must be corrected before the vehicle is put into service.
3. Contractor shall provide only non-smoking vehicles. The interior of each bus is to provide a pleasant, aesthetically pleasing atmosphere. School bus type interiors are not acceptable. Restroom facility must be completely functioning and clean. Restrooms must be serviced as often as necessary to avoid offensive odors in the rear portion of the bus.
4. In the event of an accident or breakdown Contractor shall provide immediate access to a bus of similar size/features. If for any reason the driver is unable to complete the trip, the Contractor will provide a substitute. The Contractor will be responsible for any additional costs due to accident or mechanical breakdowns.
5. The Contractor shall make available charter bus and/or buses available for post-season travel meeting all requirements with as little as 48 hour notice of post-season Athletic event at equal or better rates for scheduled Athletic travel events.
6. Each vehicle will be equipped with a stocked first aid kit, a fire extinguisher and three triangle reflectors.
7. Vendor should provide a descriptive inventory of equipment it intends to use for provision of this service to the University including year, make, condition, and attributes.
8. All busses must have the ability to show DVD's.
9. Multiple auxiliary power outlets, charging stations for electronic devices
10. Wifi enabled
11. Reclining seats
12. All busses must have under the bus storage/baggage compartments with locks.

13. Buses for fan transportation from University of Maine (Orono) to Cross Insurance Center located in Bangor, Maine shall be non-charter buses (i.e. school bus).

5.2 Preferred Equipment Amenities

1. Satellite TV

5.3 Personnel

1. Drivers are to be professional, courteous, and perform good customer service.
2. Drivers shall be experienced, competent, appropriately licensed, trained and medically fit to fulfill the requirements of this RFP. Drivers shall have experience in transporting large charter groups over long hours throughout the geographical area. The University reserves the right to demand, without penalty or charge, replacement of any charter bus or driver for safety issues.
3. The Contractor will certify that all of its drivers are in possession of a valid driver's license qualifying them to operate the vehicles outlined in this RFP.
4. Service should be flexible, including the abilities to change itinerary if necessary.
5. Every driver MUST have a functioning cell phone at all time when providing service to the University
6. Each University shall provide lodging for bus driver(s) for overnight trips, Driver is responsible for all meals

5.4 Athletic Charter Bus Additional Options

1. The University request proposed price adjustments for advertisement of each University by bus wrapping and/or removable magnetic advertisements. The University would prefer an option(s) to personalize bus(es) when in use by each Campus.

5.5 Non-Athletic Bus Transportation Needs

1. Needs for school busses and / or passenger vans in additional to charter buses specified in section 5.1.
2. Fiscal Year 2015 there was approximately 200 to 250 non-charter bus trips, primarily school busses and / or passenger vans.

SECTION 6 - REQUIREMENTS

6 Intentionally Left Blank

SECTION 7

7 Contract for Services Requirements – 5 points

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.

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 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 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 Exhibit 1 – Pricing – Athletic Charter Buses
- 9.4 Exhibit 2 – Pricing – Non-Athletic Buses
- 9.5 Appendix C – Economic Impact Form
- 9.6 University of Maine System, Contract for Services

Appendix A – University of Maine System Response Cover Page

RFP #022-16 Charter Bus Services for Athletics & Additional Bus Services

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 #022-16 Athletic Team Bus Charters

Respondent's Organization Name:

GENERAL INSTRUCTIONS:

Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of the Agreement.

Note regarding total cost of ownership: This “cost” will encompass the entire solution pricing along with all services and necessary customizations. If there are additional components or modules that are not included in the offering, they must be identified and itemized as “optional” and include all software, maintenance/support, hosting services, professional services, integration, and customization costs, as applicable. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.

Indicate all options available for licensing including (if applicable) named licenses, concurrent users, unlimited, etc. Make note of any multi-campus or other discounts as appropriate.

The Respondent is to submit a fully detailed budget, to include number of estimated hours and their associated hourly rate which shall be inclusive of staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the Agreement.

This budget should include pricing for any customization, change request pricing, licensing and maintenance agreement pricing, and growth and enhancement pricing.

*****Respondents’ are encouraged to provide additional price incentives for providing an enterprise solution or award of multiple institutions.***

IMPORTANT – Please do NOT change any formatting on the response sheet in any manner (such as merged cells). You can add rows required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.

Appendix B – Cost Response Form Exhibit 1 – Pricing – Athletic Charter Bus

For a copy of the excel version of **Exhibit 1 – Pricing – Athletic Charter Bus**, email the contact provided in **Section 1.6**. **Exhibit 1 – Pricing – Athletic Charter Bus is required to be submitted in excel format.**

Schedule (Athletic Team Transportation): The attached schedules 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.

Current Fuel Cost Per Gallon as of _____ \$ _____

Cancellation Fee: \$ _____/per

University of Maine

<i>All Travel is departing from the Orono Campus. Motor Coach transportation required otherwise stated. Provided Dates are Estimated Travel Dates/Time/Location, etc. for 2016-17 Athletic Teams Schedules and are subject to change</i>						
University of Maine Fall Sports						
Date of Event(s)	Sport	Est. Max Head Count	Destination College/University	Location	Over-night Required	Quote for 2016-17
11/10/2016	Football	90	FOOTBALL PICK UP IN ORONO BIA	Bangor	No	
10/10/2016	Football	90	FOOTBALL TEAM TRAVEL TO SMITHFIELD, RI	Smithfield, RI	Yes	
10/10/2016	Football	90	FOOTBALL TEAM TRAVEL TO TOWSON, MD - DROP OFF AT BIA	Bangor	No	
10/10/2016	Football	90	FOOTBALL TEAM TRAVEL TO TOWSON, MD - PICK UP AT BIA	Bangor	No	
12/9/2016	Football	90	FOOTBALL TEAM TRAVEL PICK UP TO ORONO BIA	Bangor	No	
11/10/2016	Football	90	FOOTBALL TEAM TRAVEL KINGSTON, RI	Kingston, RI	Yes	
12/9/2016	Football	90	FOOTBALL TEAM TRAVEL TO BIA	Bangor	No	
11/10/2016	Football	90	FOOTBALL PICKUP AT BIA	Bangor	No	
10/10/2016	Football	90	FOOTBALL TEAM TRAVEL TO PLAY BOSTON COLLEGE	Boston	Yes	
10/10/2016	Field Hockey	25	FIELD HOCKEY TEAM TRAVEL TO HARVARD	Cambridge, MA	Yes	
10/10/2016	Field Hockey	25	FIELD HOCKEY TEAM TRAVEL TO UNH	Durham, NH	Yes	
11/10/2016	Field Hockey	25	FIELD HOCKEY TEAM TRAVEL VERMONT	Burlington, VT	Yes	
12/9/2016	Field Hockey	25	FIELD HOCKEY TRAVEL TO ALBANY	Albany, NY	Yes	
11/10/2016	Field Hockey	25	FIELD HOCKEY BOSTON	Boston	Yes	
11/10/2016	Field Hockey	25	FIELD HOCKEY ALBANY	Albany, NY	Yes	
11/10/2016	Soccer	25	WSOCCER AMERICA EAST TRIP TO ALBANY	Albany, NY	Yes	
12/9/2016	Soccer	25	WSOCCER TEAM TRAVEL PICKUP PORTLAND JET PORT	Portland	No	
10/10/2016	Soccer	25	WSOCCER TEAM TRAVEL TO BINGHAMTON	Binghamton, NY	Yes	
10/10/2016	Soccer	25	WSOCCER TEAM TRAVEL TO BOSTON COLLEGE	Boston	Yes	
10/10/2016	Soccer	25	WSOCCER TEAM TRAVEL TO CENTRAL CT	New Britain, CT	Yes	
10/10/2016	Soccer	25	WSOCCER TEAM TRAVEL TO FORDHAM	Fordham, NY	Yes	
10/10/2016	Soccer	25	WSOCCER TEAM TRAVEL TO HOLY CROSS	Worcester	Yes	
10/10/2016	Soccer	25	WSOCCER TEAM TRAVEL TO PROVIDENCE	Providence, RI	Yes	
12/8/2016	Soccer	25	WSOCCER TEAM TRAVEL TO STONY BROOK	Stony Brook, NY	Yes	
11/10/2016	Soccer	25	WSOCCER TEAM TRAVEL TO UMASS LOWELL	Lowell, MA	Yes	
10/10/2016	Cross Country	25	CROSS COUNTRY TO UMASS AMHERST	Amherst, MA	Yes	

University of Maine Winter Sports

Date of Event(s)	Sport	Est. Max Head Count	Destination College/University	Location	Over-night Required	Quote for 2016-17
1/21/2017	Basketball	50	BAND BUS TO THE CROSS CENTER	Bangor	No	
1/21/2017	Basketball	50	BAND BUS TO THE CROSS CENTER	Bangor	No	
1/21/2017	Basketball	50	BAND BUS TO THE CROSS CENTER	Bangor	No	
3/6/2017	Basketball	50	BAND PICK UP AT THE CROSS CENTER	Bangor	No	
3/13/2017	Basketball	50	BAND PICKUP AT TE CROSS CENTER	Bangor	No	
2/26/2017	Basketball	50	BAND PICKUP AT THE CROSS CENTER	Bangor	No	
2/26/2017	Basketball	50	BAND RETURN FROM THE CROSS CENTER	Bangor	No	
2/26/2017	Basketball	50	BAND RETURN TO ORONO	Bangor	No	
3/27/2017	Basketball	50	BAND TO BANGOR ROUND TRIP	Bangor	No	
2/26/2017	Basketball	50	BAND TO THE CROSS CENTER	Bangor	No	
2/26/2017	Basketball	50	BAND TO THE CROSS CENTER	Bangor	No	
2/26/2017	Basketball	50	BAND TO THE CROSS CENTER PICKUP	Bangor	No	
1/8/20175	Basketball	50	BUS TRAVEL TO PORTLAND PEP BAND	Portlnd	No	
3/6/2017	Basketball	50	FAN BUS PICKUP IN ORONO	Bangor	No	
3/6/2017	Basketball	50	FAN BUS TO DURHAM, NH FOR THE WBB GAME	Durham, NH	No	
2/26/2017	Basketball	50	FAN BUS TO THE CROSS CENTER	Bangor	No	
3/6/2017	Basketball	50	FAN BUS TO THE CROSS CENTER	Bangor	No	
3/6/2017	Basketball	50	FAN BUS TO THE CROSS CENTER	Bangor	No	
3/6/2017	Basketball	50	FAN BUS TO THE CROSS CENTER	Bangor	No	
3/6/2017	Basketball	50	FAN BUS TO THE CROSS CENTER	Bangor	No	
3/6/2017	Basketball	50	FAN BUS TO THE CROSS CENTER	Bangor	No	
2/26/2017	Basketball	50	FAN BUS JOE ROBERTS CROSS CENTER	Bangor	No	
2/26/2017	Basketball	50	FAN BUS JOE ROBERTS TO ORONO PICKUP	Bangor	No	
12/5/2016	Basketball	50	PEP BAND RETURN FROM CROSS CENTER TO ORONO	Bangor	No	
12/5/2016	Basketball	50	PEP BAND RETURN TO ORONO	Bangor	No	
12/23/2016	Basketball	50	SCHOOL BUS /VAN FAN BUS TO THE CROSS CENTER	Bangor	No	
1/21/2017	Basketball	50	SCHOOL BUS FOR THE FANS TO THE CROSS CENTER - MBB	Bangor	No	
1/21/2017	Basketball	50	SCHOOL BUS FOR THE FANS TO THE CROSS CENTER - WBB	Bangor	No	
1/21/2017	Basketball	50	SCHOOL BUS FOR THE FANS TO THE CROSS CENTER - WBB	Bangor	No	
1/21/2017	Basketball	50	SCHOOL BUS FOR THE FANS TO THE CROSS CENTER - WBB	Bangor	No	
1/21/2017	Basketball	50	SCHOOL BUS FOR THE FANS TO THE CROSS CENTER - WBB	Bangor	No	
2/10/2017	Basketball	50	MBB FAN BUS TO THE CROSS CENTER	Bangor	No	
2/10/2017	Basketball	50	MBB FAN BUS TO THE CROSS CENTER	Bangor	No	
2/10/2017	Basketball	50	WBB FAN BUS TO THE CROSS CENTER	Bangor	No	
2/10/2017	Basketball	50	WBB FAN BUS TO THE CROSS CENTER	Bangor	No	
4/14/2017	Basketball	50	TRANSPORT BASKETBALL FANS TO THE CROSS CENTER	Bangor	No	
1/28/2017	Basketball	50	TRANSPORT THE BAND TO THE CROSS CENTER	Bangor	No	
3/27/2017	Basketball	50	FAN TRAVEL JOE ROBERTS TO ORONO PICKUP	Bangor	No	
1/29/2017	Basketball	25	MBB team travel pickup in Manchester, CT	Manchester, CT	Yes	
2/10/2017	Basketball	25	MBB TEAM TRAVEL TO PORTLAND, ME	PORTLAND, ME	No	
12/9/2016	Basketball	25	MBB TEAM TRAVEL BIA PICK UP	Bangor	No	
1/21/2017	Basketball	25	MBB TEAM TRAVEL HANOVER	Hanover, NH	Yes	
1/21/2017	Basketball	25	MBB TEAM TRAVEL BOSTON	Boston	Yes	
1/21/2017	Basketball	25	MBB TEAM TRAVEL WEST POINT	West Point, NY	Yes	

University of Maine Winter Sports Continued

Date of Event(s)	Sport	Est. Max Head Count	Destination College/University	Location	Over-night Required	Quote for 2016-17
1/21/2017	Basketball	25	MBB TEAM TRAVEL SOUTH ORANGE, NJ	South Orange, NJ	Yes	
1/29/2017	Basketball	25	MBB TEAM TRAVEL ALBANY, NY	Albany, NY	Yes	
1/29/2017	Basketball	25	MBB TEAM TRAVEL BINGHAMTON, NY	Binghamton, NY	Yes	
1/29/2017	Basketball	25	MBB TEAM TRAVEL HARTFORD, CT	Hartford, CT	Yes	
1/29/2017	Basketball	25	MBB TEAM TRAVEL BURLINGTON, VT	Burlington, VT	Yes	
1/29/2017	Basketball	25	MBB TEAM TRAVEL STONY BROOK, NY	Stony Brook, NY	Yes	
1/29/2017	Basketball	25	MBB TEAM TRAVEL LOWELL, MA	Lowell, MA	Yes	
1/29/2017	Basketball	25	MBB TEAM TRAVEL DURHAM, NH	Durham, NH	Yes	
12/9/2016	Basketball	25	MBB TEAM TRAVEL ORONO PICKUP	Bangor	No	
12/9/2016	Basketball	25	MBB TEAM TRAVEL	Bangor	No	
12/9/2016	Basketball	25	MBB TEAM TRAVEL BIA PICKUP	Bangor	No	
4/16/2015	Basketball	25	MBB TRANSPORT TO ALBANY, NY	Albany, NY	Yes	
12/9/2014	Basketball	25	MBB TRAVEL TO BIA	Bangor	No	
12/11/2014	Basketball	25	MBB TEAM TRAVEL - GORHAM, ME	Gorham, ME	No	
3/17/2015	Basketball	25	MBB TEAM TRAVEL PORTLAND JETPORT	PORTLAND, ME	No	
3/17/2015	Basketball	25	MBB TEAM TRAVEL PORTLAND JETPORT	PORTLAND, ME	No	
12/9/2014	Basketball	25	MBB TEAM TRAVEL ORONO PICKUP	Bangor	No	
4/10/2015	Hockey	30	MIH TEAM TRANSPORT TO VERMONT FOR THE HOCKEY	Burlington, VT	Yes	
11/10/2014	Hockey	30	MIH TRIP PORTLAND JETPORT	PORTLAND, ME	No	
1/21/2015	Hockey	30	MIH TEAM TRAVEL LOWELL	Lowell, MA	Yes	
1/21/2015	Hockey	30	MIH TEAM TRAVEL MANCHESTER	Manchester, NH	Yes	
12/9/2014	Hockey	30	MIH TEAM TRAVEL BURLINGTON, VT	Burlington, VT	Yes	
12/9/2014	Hockey	30	MIH TEAM TRAVEL BOSTON	Boston	Yes	
11/12/2014	Hockey	30	MIH TEAM TRAVEL MIH 10/12/14 PICKUP AT LOGAN AIRPORT	Boston	Yes	
2/5/2015	Hockey	30	MIH TEAM TRAVEL HARTFORD, CT	Hartford, CT	Yes	
2/5/2015	Hockey	30	MIH TEAM TRAVEL MERRIMACK	Merrimack, NH	Yes	
2/5/2015	Hockey	30	MIH TEAM TRAVEL PROVIDENCE	Providence, RI	Yes	
2/5/2015	Hockey	30	MIH TEAM TRAVEL AMHERST UMASS	Amherst, Ma	Yes	
2/5/2015	Hockey	30	MIH TEAM TRAVEL NEW HAMPSHIRE	Durham, NH	Yes	
12/9/2014	Hockey	25	WIH TEAM TRAVEL TO PROVIDENCE	Providence, RI	Yes	
11/24/2014	Hockey	25	WIH TEAM TRAVEL STORRS	Storrs, CT	Yes	
12/9/2014	Hockey	25	WIH TEAM TRAVEL BURLINGTON, VT	Burlington, VT	Yes	
1/21/2015	Hockey	25	WIH TEAM TRAVEL SCHENECTADY, NY	Schenectady, NY	Yes	
1/28/2015	Hockey	25	WIH TEAM TRAVEL BOSTON UNIVERSITY	Boston	Yes	
1/28/2015	Hockey	25	WIH TEAM TRAVEL PROVIDENCE COLLEGE	Providence, RI	Yes	
1/28/2015	Hockey	25	WIH TEAM TRAVEL NEW HAMPSHIRE	Durham, NH	Yes	
1/28/2015	Hockey	25	WIH TEAM TRAVEL BOSTON COLLEGE	Boston	Yes	
11/10/2014	Hockey	25	WIH TEAM TRAVEL HAMDEN, CT	Hamden, CT	Yes	
12/9/2014	Basketball	25	WBB TEAM TRAVEL TO AMHERST, MA	Amherst, Ma	Yes	
3/20/2015	Basketball	25	WBB TEAM TRAVEL TO BINGHAMTON	Binghamton, NY	Yes	
12/9/2014	Basketball	25	WBB TEAM TRAVEL TO SMITHFIELD, RI	Smithfield, RI	Yes	
2/10/2015	Basketball	25	WBB TEAM TRAVEL TO THE CROSS CENTER	Bangor	No	

Univesity of Maine Spring Sports

Date of Event(s)	Sport	Est. Max Head Count	Destination College/University	Location	Over-night Required	Quote for 2016-17
4/10/2015	Baseball	30	BASEBALL PICKUP BIA	Bangor	No	
5/21/2015	Baseball	30	BASEBALL TEAM TRAVEL BIA	Bangor	No	
6/26/2015	Baseball	30	BASEBALL TEAM TRAVEL TO LOWELL	Lowell, MA	Yes	
2/5/2015	Baseball	30	BASEBALL TEAM TRAVEL TO LOGAN TO ORONO	Boston, MA	No	
2/5/2015	Baseball	30	BASEBALL TEAM TRAVEL TO PORTLAND JETPORT	Portland, ME	No	
2/5/2015	Baseball	30	BASEBALL TEAM TRAVEL TO ORONO FROM LOGAN	Boston, MA	No	
2/5/2015	Baseball	30	BASEBALL TEAM TRAVEL TO HARTFORD	Hartford, CT	Yes	
2/5/2015	Baseball	30	BASEBALL TEAM TRAVEL TO LOWELL	Lowell, MA	Yes	
2/5/2015	Baseball	30	BASEBALL TEAM TRAVEL TO BALTIMORE	Baltimore, MD	Yes	
2/5/2015	Baseball	30	BASEBALL TEAM TRAVEL PEABODY, NY	Peabody, NY	Yes	
2/5/2015	Baseball	30	BASEBALL TEAM TRAVEL TO ALBANY	Albany, NY	Yes	
2/5/2015	Baseball	30	BASEBALL TEAM TRAVEL TO BOSTON	Boston, MA	Yes	
5/15/2015	Softball	30	SOFTBALL TEAM TRAVEL TO ALBANY	Albany, NY	Yes	
6/18/2015	Softball	30	SOFTBALL TEAM TRAVEL TO THE PLAY OFFS IN HEMPSTEAD	Hampstead, MD	Yes	
2/5/2015	Softball	30	SOFTBALL TEAM TRAVEL TO PORTLAND JETPORT	Portland, ME	No	
2/5/2015	Softball	30	SOFTBALL TEAM TRAVEL TO PORTLAND JETPORT	Portland, ME	No	
2/5/2015	Softball	30	SOFTBALL TEAM TRAVEL TO PORTLAND JETPORT	Portland, ME	No	
2/5/2015	Softball	30	SOFTBALL TEAM TRAVEL TO PORTLAND JETPORT	Portland, ME	No	
2/5/2015	Softball	30	SOFTBALL TEAM TRAVEL LOWELL	Lowell, MA	Yes	
2/5/2015	Softball	30	SOFTBALL TEAM TRAVEL BINGHAMTON	Binghamton, NY	Yes	
11/10/2014	Softball	30	SOFTBALL TEAM TRAVEL TO UNIVERSITY CONNECTICUT	Storrs, CT	Yes	

University of Maine at Farmington

All Travel is departing from the Farmington Campus. Motor Coach transportation required otherwise stated. Provided Dates are Estimated Travel Dates/Time/Location, etc. for 2016-17 Athletic Teams Schedules and are subject to change

University of Maine at Farmington Fall Sports

Date of Event(s)	Sport	Est. Max Head Count	Destination College/University	Location	Over-night Required	Quote for 2016-17
8/26/2016	Women's Soccer	30	Univ. of New England	Biddeford, ME	No	
9/3/2016	M/W Cross Country	50	TBA	TBA	No	
9/3/2016	Women's Soccer	30	Wellesley	Wellesley, MA	No	
9/3/2016	Field Hockey	26	Framingham State	Framingham, MA	No	
9/10/2016	Field Hockey	26	Becker College	Lecister, MA	No	
9/10/2016	Women's Soccer	30	Emerson College	Boston, MA	No	
9/10/2016	Men's Soccer	30	Pine Manor/Rivier	Newton, MA/Nashua, NH	YES	
9/17/2016	M/W Cross Country	50	Castleton State	Castleton, VT	YES	
9/17/2016	M/W Soccer	55	Lyndon State	Lyndonville, VT	No	
9/24/2016	M/W Cross Country	50	Bowdoin	Brunswick, ME	No	
9/24/2016	Field Hockey	26	Castleton/WPI	Castleton, VT/Worcester, MA	YES	
10/4/2016	Men's Soccer	30	Univ. of New England	Biddeford, ME	No	
10/8/2016	M/W Cross Country	50	Westfield State	Westfield, MA	YES	
10/8/2016	M/W Soccer	55	Castleton/Green Mountain	Castleton/Poultney, VT	YES	
10/15/2016	M/W Cross Country	50	St. Joseph's(ME)	Standish, ME	No	
10/18/2016	M/W Soccer	55	Maine Maritime	Castine, ME	No	
10/22/2016	Field Hockey	26	New England College	Henniker, NH	No	

University of Maine at Farmington Winter Sports

Date of Event(s)	Sport	Est. Max Head Count	Destination College/University	Location	Over-night Required	Quote for 2016-17
11/18/2016	Men's Basketbal	25	TBA	Boston, MA	YES	
11/18/2016	Women's Basketball	25	University of Southern Maine	Gorham, ME	No	
1/6/2017	M/W Basketball	50	Johnson/Lyndon	Johnson/Lyndonville, VT	YES	
1/10/2017	M/W Basketball	50	Maine Maritime	Castine, ME	No	
1/20/2017	M/W Basketball	50	New England College/Colby-Sawyer	Henniker/New London, NH	YES	
2/3/2017	M/W Basketball	50	Green Mt/Castleton	Poultney/Castleton, VT	YES	
2/18/2017	M/W Basketball	50	Husson University	Bangor, ME	No	

University of Maine at Farmington Spring Sports

Date of Event(s)	Sport	Est. Max Head Count	Destination College/University	Location	Over-night Required	Quote for 2016-17
3/19/2016	Baseball	30	Fisher College	Boston, MA	YES	
3/26/2016	Track and Field	50	Bridgewater State	Bridgewater MA	YES	
3/25/2016	Men's Lacrosse	25	New England College	Henniker, NH	YES	
3/26/2016	Women's Lacrosse	20	New England College	Henniker, NH	No	
4/2/2016	Track and Field	50	Colby College	Waterville, ME	No	
4/9/2016	Track and Field	50	Bowdoin College	Brunswick ME	No	
4/9/2016	M/W Lacrosse	45	Green Mountain	Poultney, VT	YES	
4/9/2016	Baseball	30	Castleton	Castleton, VT	YES	
4/16/2016	M/W Lacrosse	45	Johnson State	Johnson, VT	No	
4/16/2016	Track and Field	50	Colby College	Waterville, ME	No	
4/16/2016	Softball	20	New England College	Henniker, NH	No	
4/19/2016	M/W Lacrosse	45	Maine Maritime	Castine, ME	No	
4/22/2016	Women's T&F	30	Bowdoin	Brunswick ME	No	
4/23/2016	Men's T&F	20	Colby	Waterville, ME	No	
4/23/2016	Baseball	30	New England College	Henniker, NH	YES	
4/30/2016	Softball	20	Castleton State	Castleton, VT	YES	
3/13/2016	Women's Lacrosse	20	Wheelock	Boston, MA	No	
3/19/2016	Womens's Lacrosse	20	Salem State	Salem, MA	No	
3/20/2016	Men's Lacrosse	30	Wheelock	Boston, MA	No	
3/22/2016	Women's Lacrosse	20	Wentworth	Boston, MA	No	

University of Maine at Machias

All Travel is departing from the Machias Campus. Motor Coach transportation required otherwise stated. Provided Dates are Estimated Travel Dates/Time/Location, etc. for 2016-17 Athletic Teams Schedules and are subject to change

University of Maine at Machias Fall Sports

Date of Event(s)	Sport	Est. Max Head Count	Destination College/University	Location	Over-night Required	Quote for 2016-17
9/7/2016	M & W Soccer	48	Unity College	Unity, ME	No	
9/17/2016	M & W Soccer	48	CMCC	Auburn, ME	No	
9/21/2016	M & W Soccer	48	UMFK	Fort Kent, ME	No	
10/1/2016	M & W Soccer	48	SMCC	So. Portland, ME	No	
10/2/2016	M & W Soccer	48	MMA	Castine, ME	No	
10/4/2016	M & W Soccer	48	UMPI	Presque Isle, ME	No	
10/12/2016	M & W Soccer	48	Husson	Bangor, ME	No	
10/14/2016	M & W Soccer	48	Thomas	Waterville, ME	No	
10/22/2016	M & W Soccer	48	NHTI	Concord, NH	Yes	
9/2/2016	Volleyball	15	Husson	Bangor, ME	No	
9/10/2016	Volleyball	15	Unity College	Unity, ME	No	
9/21/2016	Volleyball	15	UMPI	Presque Isle, ME	No	
10/1/2016	Volleyball	15	USM	Gorham, ME	No	
10/5/2016	Volleyball	15	Unity College	Unity, ME	No	
10/11/2016	Volleyball	15	Husson	Bangor, ME	No	
10/14/2016	Volleyball	15	Unity College	Unity, ME	Yes	

University of Maine at Machias Winter Sports

Date of Event(s)	Sport	Est. Max Head Count	Destination College/University	Location	Over-night Required	Quote for 2016-17
11/5/2016	M&W Basketball	28	GBCC	Portsmouth, NH	No	
11/9/2016	M & W Basketball	28	Unity	Unity, ME	No	
11/18/2016	M & W Basketball	28	MMA	Castine, ME	No	
11/17/2016	M & W Basketball	28	MMA	Castine, ME	No	
11/15/2016	M & W Basketball	28	UMA	Augusta, ME	No	
11/21/2016	M & W Basketball	28	UMFK	Fort Kent, ME	No	
12/3/2016	M & W Basketball	28	SMCC	So. Portland, ME	No	
12/10/2016	M & W Basketball	28	CMCC	Auburn, ME	No	
1/31/2017	M & W Basketball	28	Colby	Waterville, ME	No	
1/24/2017	M & W Basketball	28	UMPI	Presque Isle, ME	No	

University of Maine at Machias currently does not have Spring Sports.

Appendix B – Cost Response Form Exhibit 2 – Pricing – Non-Athletic Buses

1. Non-Athletic Buses: Needs for school buses and / or vans.
2. Labor Hourly Rates: Labor hourly rates shall be inclusive of all charges and shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and / or travel charges will not be allowed.**

<u>Transportation Vehicle Type</u>	<u>Hourly Rate</u>	<u>Hourly Rate (2 Drivers)</u>
1. Live School Bus/Van Rate	\$ _____/hr.	\$ _____/hr.
2. 29 Passenger daily (12 hrs.) Rate	\$ _____/hr.	\$ _____/hr.
3. 36 Passenger daily (12 hrs.) Rate	\$ _____/hr.	\$ _____/hr.
4. 47 Passenger daily (12 hrs.) Rate	\$ _____/hr.	\$ _____/hr.
5. 29 Passenger half day (8 hrs.) Rate	\$ _____/hr.	\$ _____/hr.
6. 36 Passenger haft day (8 hrs.) Rate	\$ _____/hr.	\$ _____/hr.
7. 47 Passenger haft day (8 hrs.) Rate	\$ _____/hr.	\$ _____/hr.
8. Dead Head Rate	\$ _____/hr.	\$ _____/hr.
9. Other	\$ _____/hr.	\$ _____/hr.

a. Specify Other Type: _____

1. Current Fuel Cost Per Gallon as of _____ \$ _____
(Date price was entered)

2. Current Fuel Cost based on (source) _____

3. Special requests/fees that would result in additional charges: _____

Appendix C – Economic Impact Form

University of Maine System ECONOMIC IMPACT FORM

RFP #022-16 Charter Bus Services for Athletics & Additional Bus Services

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	\$
Total <u>overall</u> Recent Economic Impact	\$

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	\$
Total Projected Economic Impact <u>only</u> from awarded contract, if selected	\$

**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

Rider E – Service Engagement Form

Request for Proposal #022-16 Issue Date March 22, 2016 Titled Charter Bus Services for Athletics & Additional Bus Services.

Contractor's Bid in Response to Request for Proposal #022-16 Proposal Submission Date April 22, 2016 Titled Charter Bus Services for Athletics & Additional Bus Services.

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 Services Engagement documents. The required format of this document is detailed in **Rider E**. 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 Services Engagement 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 July 1, 2016 and shall terminate on June 30, 2021, unless terminated earlier as provided in this Contract may be extended with options for five (5) additional one (1) year period upon the parities' mutual agreement.

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.

As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider E**.

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 **Services Engagement (Rider E)** 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**: University of Maine Athletic Director Karlton Creech, University of Maine at Farmington Director of Athletics Julie Davis, & University of Maine at Machias Athletic Director Betsy Hayden shall be the University's authorized representatives in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
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, Maine 04330

Attn: Contract Administrator

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. **Rider E** – Services Engagement Form
- G. **Contract Amendments** as required
- H. **Request for Proposal #022-16** Issue Date **March 22, 2016** Titled **Charter Bus Services for Athletics & Additional Bus Services.**

I. **Contractor's Bid in Response to Request for Proposal #022-16** Proposal Submission Date **April 22, 2016** Titled **Charter Bus Services for Athletics & Additional Bus Services.**

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 it is not approved, valid or effective until such written approval is granted."

BY: _____

Title: _____
Chief Procurement 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 of Maine System is issuing a competitive solicitation for Charter Bus Services for Athletics and Additional Bus Services for the University of Maine, University of Maine at Farmington and University of Maine at Machias. The primary use will be for Athletic Teams of the above Universities.

The initial term of any Contract(s) resulting from this RFP will be for 5 years. With mutual written agreement of the Contract(s) may be extended for five (5) additional one (1) year period. The University will consider other Contract terms at its discretion if proposed and in the best interest of the University.

Contractor shall provide high quality, dependable service as described by the University and must maintain acceptable equipment and trained staff to carry out its obligation to the University. Contractors shall operate according to industry standards and is responsible for providing prompt service with regards to additional equipment and drivers in the event of a breakdown or malfunction. The University shall not bare cost for this emergency service. The Contractor understands and agrees that changes in environment, services, or changes that may affect the University or its traveling schedule must be approved by the University in writing.

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.

2. **Environment Compliance:** In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.'
3. **No-idling Policy:** The University recognizes its responsibility to foster stewardship of natural resources and to promote environmental citizenship through its purchasing decisions. Contractors shall comply with the University's no-idling policy for vehicles in order to prevent excessive emissions and unnecessary human exposure to harmful vehicle exhaust.
4. **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 **Appendix B - Cost Response Form, Exhibit 1 – Pricing – Athletic Charter Bus**, at the rate charged for forecasted requirements. The University shall notify the Contractor of cancellations as soon as possible but not less than three (3) hours before departure. Failure to provide notification of cancellation within the stated timeframe may result in a cancellation charge. The Contractor shall make available charter bus and/or buses available for post-season travel meeting all requirements with as little as 48 hour notice of post-season Athletic event at equal or better rates for scheduled Athletic travel events.
5. **Pricing:** Contractor shall provide all-inclusive pricing for Charter Bus Services for Athletics that includes, but not limited to, highway tolls, fuel, waiting time, dead head travel, live travel, and driver. Prices offered will be in effect for a minimum of five (5) years, July 1, 2016 through June 30, 2021.

In consideration of the instability in fuel prices the awarded Contractor may be allowed to adjust their quoted rates directly proportional to any change in fuel costs. **This would be determined no more frequently than annually. Contractor shall have price adjustment requests to the University no later than sixty (60) days prior to the**

anniversary date of contract. This adjustment process would need to be for both increase and decrease. Documentation showing actual fuel purchases or the change in national benchmark (EIA, rack rice at the port, etc.) will be required. Prices increase for fuel costs may be adjusted upon mutual agreement between the University and the Contractor. No fees or extra profit or markup will be allowed. A base fuel rate per gallon on the day the Response is submitted should be included in the Price Proposal (Appendix B – Price Exhibit 1 & Price Exhibit 2).

**RIDER A-1
PRICING**

<< BID INSTRUCTIONS - Details in Exhibit 1 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)	\$5,000,000 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,

Request for Proposal – Charter Bus Services for Athletics & Additional Bus Services

Dated: March 22, 2016

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.

**RIDER E
SERVICES ENGAGEMENT FORM**

Services Engagement to Agreement for Services

This Services Engagement is entered into as of the date written below between

_____ (“Contractor”) and

_____ (“Institution”).

This Services Engagement shall be governed by the terms and conditions of the Master Level Agreement for Services dated _____ by and between _____ (“Contractor”) and the University of Maine System, and is incorporated herein by reference.

This Services Engagement describes the Services to be provided by _____ (“Contractor”) and the fees associated with such Services.

INSTITUTION REPRESENTATIVE & PROJECT MANAGER:

CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:

SCOPE OF WORK:

TERM:

The term of this Work Order will be from _____ to _____.

Installation of the _____ shall be Substantially Complete on or before _____ subject to adjustments mutually agreed to by the parties.

PRICE:

SIGNATURES:

Institution

By: _____

Name: _____

Title: _____

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____