



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

Athletic Teams Passenger Buses
RFP #2023-061

Issued Date: March 10, 2023

Response Deadline Date/Time: March 27, 2023, 11:59 p.m. EST

Response Submission Information:

Submitted electronically to
UMSResponses@maine.edu <mailto:derek.houtman@maine.edu>
Email Subject Line – DH: Athletic Teams Buses - RFP#2023-061

Response Contact Information:

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Contents

1.0 INTRODUCTION 3

1.1 Definitions, Background, Purpose and Specifications 3

1.2 General Information..... 5

1.3 General Submission Provisions 10

2.0 EVALUATION AND AWARD PROCESS..... 12

2.1 Evaluation Criteria 12

2.2 Award 12

2.3 Negotiations 13

2.4 Award Protest 13

3.0 RESPONSE FORMAT REQUIREMENTS 14

3.1 General Format Instructions 14

3.2 Response Format Instructions..... 14

Appendix A – University of Maine System Response Cover Page..... 17

Appendix B – Debarment, Performance and Non-Collusion Certification..... 18

Appendix C – Required Cost Evaluation Exhibits..... 19

Appendix D – Organization Reference Form 23

Appendix E – Submission Requirements - Organization, Qualifications and Experience 24

Attachment A – 15 Passenger Light Duty Bus..... 26

Attachment B – 29 Passenger Light Duty Bus..... 30

1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

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".

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".

1.1.2 Background

Overview

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

A comprehensive public institution of higher education, UMS serves more than 30,000 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 six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

1.1.3 Purpose

The **University of Maine System** is seeking responses to provide **Athletic Teams Light & Medium Duty Passenger Buses** for the **University of Maine at Augusta, University of Maine at Fort Kent, University of Maine at Presque Isle, and University of Southern Maine** 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 **1.1.4 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

1.1.4 Specifications / Scope of Work

The University seeks a new model year 2022 or 2023 Athletic Buses as specified in **Attachments A & B – Unit Specifications / Description**. Unit is to be delivered after July 1, 2023 and prior to August 1, 2023.

The **University of Maine at Augusta** seeks two (2) 15 passenger buses for Athletic Team transportation.

The **University of Maine at Fort Kent** seeks two (2) 29 passenger buses for Athletic Team transportation.

The **University of Maine at Presque Isle** seeks two (2) 29 passenger bus for Athletic Team transportation.

The **University of Southern Maine** seeks two (2) 15 passenger buses for Athletic Team transportation.

The University of Maine System seeks both purchase and lease pricing for all buses included in this RFP. Lease options shall be for 3 years with an optional 4th year. Each University shall determine, in their sole discretion, to either lease or purchase and which bus size.

The University will insure all leased buses through the University's self-insurance. Leased buses will be registered through the State of Maine by the University. Awarded respondent will be required to provide temporary plates.

The University will ensure that all drivers are properly licensed and trained to operate the buses.

Respondents can submit multiple options for 15 passenger or 29 passenger buses and the University will select the bus/buses that best suit University's needs. If respondent doesn't supply a 29 passenger bus, the University will consider the closest options the respondent can provide.

Respondents who are unable to deliver buses for August 1, 2023 may submit proposals which include purchasing the University's existing fleet and allowing the University to use these buses until the new buses arrive. Respondent must include all costs associated with their solution.

1.2 General Information

1.2.1 Contract Administration and Conditions

1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Master Agreement, which is attached to this response as **Appendix D**. The Master Agreement initial term and renewal periods are reflected in Section 2 of Appendix D, Master Agreement, and are subject to continued availability of funding and satisfactory performance.

The Master Agreement entered into by the parties shall consist of the University of Maine System Master Agreement (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

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

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

1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not :

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- j. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:

- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, 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 the Agreement shall apply.
- d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

1.2.2 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 1.3.1 Timeline of Key Events** for deadline requirements.

1.2.3 Confidentiality

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.

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 all Respondents' responses may be made available to participating Respondents upon request. Such request must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

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 that meets the definition of "trade secret" under Maine 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.

1.2.4 Costs of Preparation

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

1.2.5 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, Executive Director of Strategic Procurement & Services and it is not approved, valid or effective until such written approval is granted.

1.2.6 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.

1.2.7 Pricing

All prices provided shall remain firm for the entire term of the agreement.

Leased pricing shall include cost for delivery and pick-up of buses by awarded Respondent. Pricing for going over the allocated mileage shall be firm for the length of the agreement. Leases shall be for three (3) years / thirty-six (36) months continuous with an option, at the University's discretion, for nine (9) month (~ August 9, 2023 to May 9, 2024) lease extension at the same price as the monthly rate for the first thirty-six (36) months. The University will be responsible for registering all buses with the State of Maine.

Purchase pricing shall include cost for delivery of buses by awarded Respondent to each University that purchases.

The quantities described in Section 1.1.4 of this RFP are approximate only. The awarded Respondent shall cover the actual needs of the University of Maine System throughout the term of the Contract regardless of whether there are more or less than the quantities described.

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

1.2.8 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.

1.2.9 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.

1.2.10 Environment Compliance

In the event that the resulting 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 the 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 area of responsibility not attributable to Contractor.

1.2.11 Specification Protest Process and Remedies:

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.3.1. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	March 15, 2023
Section 1.2.2	Response to Written Inquiries/Questions	March 17, 2023
Section 1.2.2	Deadline for Proposal Submission	March 27, 2023
Section 2.2	Award Announcement (subject to change)	April 7, 2023
	Estimated Agreement Start Date (subject to change)	August 1, 2023

1.3.2 Eligibility to Submit Responses

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

1.3.3 Debarment

Respondents must complete and submit the “Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.

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.

1.3.4 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

1.3.5 Response Validity

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

1.3.6 Non-Response Submission

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

1.3.7 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).

1.3.8 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.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1 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:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	40
Appendix D & E	Organization, Qualifications, Experience and References	20
Attachment A, B	Unit Specifications / Description	40
Total Points		100

2.1.2 Scoring Section Descriptions

2.1.2.1 Cost Evaluation

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:

$$\text{Points} = \left(\frac{\text{Lowest submitted cost response}}{\text{cost of response being scored}} \right) \times \text{pro-rated score}$$

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. 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.

2.1.2.2 Organization, Qualifications, Experience and References

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

2.1.2.3 Unit Specifications / Description

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.2 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, an Agreement may be awarded to that Respondent without further action.

2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

2.4 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief General Services 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. Further information regarding the appeal process can be found at

http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

3.0 RESPONSE FORMAT REQUIREMENTS

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 must 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 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.

3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

3.2 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. 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.

Respondents are to submit the following:

- **Appendix A – Cover Page**
- **Appendix B – Debarment, Performance and Non-Collusion Certification**
- **Appendix C – Cost Response Exhibits 1, 2, & 3**
- **Appendix D – Organization Reference Form**
- **Answers to Appendix E – Evaluation Question(s)**
- **Attachment A & B – Unit Specifications / Descriptions**
 - **Provide Additional Truck and Passenger Information**

Respondents are to submit pages 17 - 33 plus supporting documentation

Appendix A – University of Maine System Response Cover Page

RFP # 2023-061 Athletic Teams Passenger Buses

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:	

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. 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.
3. 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 response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, 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 the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION

RFP # 2023-061
Athletic Teams Passenger Buses

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Required Cost Evaluation Exhibits

University of Maine System
COST EVALUATION

RFP # 2023-061
Athletic Teams Passenger Buses

GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
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.
5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. If there are additional options or services that are not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs of the option. 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.
7. Respondents’ are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
8. Pricing will be guaranteed by the vendor for the term of the Agreement.
9. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. 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.

Cost Response Exhibit 1 – Purchase Pricing

Instructions:

Pricing listed shall include, but not limited to, the unit as described in Attachments A & B – Unit Specification / Description, delivery of the unit to the each University after July 1, 2023 fully serviced and ready to go, training, all steps to assemble the unit, warranties as described in Appendix E, administrative cost, etc. Pricing shall be held firm for 90 days from the submission due date.

Vendor Name: _____

15 Passenger Light Duty Bus

Make / Model / Year: _____

Purchase Price delivered: \$ _____

29 Passenger Medium Duty Bus

Make / Model / Year: _____

Purchase Price delivered: \$ _____

Cost Response Exhibit 2 – Leasing Pricing

Instructions:

Pricing listed shall include, but not limited to, the unit as described in Attachments A & B – Unit Specification / Description, delivery of the unit to the each University after July 1, 2023 fully serviced and ready to go, training, all steps to assemble the unit, warranties as described in Appendix E, administrative cost, etc. Pricing shall be held firm for 90 days from the submission due date.

Vendor Name: _____

TYPE OF VEHICLE LEASING TERM PER MONTH / ANNUAL LEASE COST

15 Passenger 3 years (12 months) \$ _____ month / \$ _____ year

Make / Model / Year: _____

29 Passenger 3 years (12 months) \$ _____ month / \$ _____ year

Make / Model / Year: _____

Miles Included in lease Annually _____

Cost of Additional Miles Per Mile \$ _____ / Per Mile

Cost Response Exhibit 3 – Trade-In Value

Instructions:

Respondent shall provide trade in values for the following 8 vehicles. Information about the 8 vehicles is listed in Attachment C. If respondent is unwilling to accept trade-ins please leave this section blank.

Vehicle 1: \$ _____

Vehicle 2: \$ _____

Vehicle 3: \$ _____

Vehicle 4: \$ _____

Vehicle 5: \$ _____

Vehicle 6: \$ _____

Vehicle 7: \$ _____

Vehicle 8: \$ _____

Appendix D – Organization Reference Form

Respondent's Organization Name: _____

INSTRUCTIONS: Provide a minimum of 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 strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

We 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).

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

Appendix E – Submission Requirements - Organization, Qualifications and Experience

Respondent's Organization Name: _____

INSTRUCTIONS: 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.

Submission requirements:

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 equipment in your submission.
2. Are you able to provide a maintenance/service contract for the vehicles? If so, please provide details including cost and coverage levels.
3. Provide a statement describing who / where will service the unit and / or perform any repairs as needed. Include in your statement parts availability for the unit.
4. Provide a statement describing orientation and training that will be provided to the University upon delivery of the unit.
5. Provide a statement describing your company's ability to provide needed documents to register buses, if possible, prior to delivery. Documents needed include:
 - i. Copy of lease agreement
 - ii. Copy of Invoice
 - iii. Schedule C – Name Lessee, Name Lessor, Contact, Year, Make, Model, Mileage at delivery, Lease Payment, Insurance Information (who is responsible), signature of lessor and lessee.
 - iv. Prior Original Title signed over to University of Maine System
Note: If there are two (2) titles, due to the chassis being a different manufacturer, the University will need the chassis title most urgently, as this is the document the University needs to register the title with the State of Maine.
 - v. Maine Title Application completed
6. Provide a statement describing your company's ability to provide temporary plates for thirty (30) days from delivery to provide the University the ability to use the buses while registering the buses with the State of Maine. If dealer plates are provided the University will return the plates once buses are registered.
7. Provide a statement of estimated delivery date(s) of the units. (must be delivered between July 1, 2023 and August 1, 2023)
8. Provide a statement describing your ability to provide Wi-Fi capabilities for the buses. Include what options are available, what carrier is used, and cost per plan for both leased and purchased buses.

9. Provide a statement describing, in detail, all applicable warranties for the unit and all attachment(s). Describe the process from breakdown through repair for a warranted part or service issue.
10. Questions about Lease Agreement and Financing:
 - a. Do you have a preferred partner for financing/leasing?
 - b. If yes, provide a copy of the lease agreement for a three-year lease with an option for a 9 or 12-month extension.
 - c. Do you offer any other financing options? If yes, please provide details.

Attachment A – 15 Passenger Light Duty Bus

Attachment A - 15 Passenger Mini / Light Duty Bus - Unit Specification / Description

Respondent's Organization Name:

Directions: All Respondents are required to complete Appendix F. The University has provided a list of requested specifications. Respondents are to provide detailed information for scoring, at the University's sole discretion, of the Respondent's unit in comparison to the University's requested specifications. **All Respondents are required to fill out Respondents Specification in this spreadsheet AND provide detailed specifications informational documentation of item(s) submitted. Include, if available, view drawings of front, back, sides, top and interior.**

General Design & Construction Notes:

Safety: The chassis and body shall be designed and work performed by professional established firms. Respondent shall comply with all Federal and State of Maine regulations and requirements applicable to the design and manufacture of buses.

Driver Size & Comfort: Design criteria of bus for driver area shall be for all females from the 5th percentile to males of the 95th percentile, to be equally as comfortable in using all controls required to safely drive and maneuver the bus. All driver controls required shall comply with FMVSS 101.

Metal Rollover Frame, Cage-type Construction: The bus shall have a heavy-duty, unit-body structure. Respondent shall provide certification that proposed buses' strength of frame shall comply with FMVSS 220 rollover protection test.

Buses shall be designed to withstand road shocks, stop and start operations, seasonal weather and road extremes and other conditions found in Northern Maine and throughout New England. On occasion Athletic Teams travel to as far as North Carolina, Heating/AC shall be sufficient to reflect wide variety of temperature extremes. The interior of the bus shall be a pleasant, aesthetically pleasing atmosphere.

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

<i>University's Requested Specification</i>	<i>Meets or Exceeds Specification?</i>	<i>Respondent's Specification</i>
New Unit, Model Year 2022 or 2023		
Seating Capacity: 14 + Driver		
F350 G-Force, Minimum 10,000		
3.7 Gasoline V8 Engine (include estimated MPG)		

Include Axle Ratio		
Heavy-duty 6 Speed Automatic Transmission		
Dual 200 + 155 AMP Alternator		
Dual Wheel Rear Axle w/ Mor-Ryde Rear Suspension System		
Power Steering with Tilt Adjustable Steering Column		
LED / Halogen Bright White Headlights		
Mirrors, West Cost Style		
40 Gallon Fuel Tank		
Cruise Control		
Metal Rollover Frame/Cage Type Structure, Integral Welded Steel Cage with Urethane Insulation		
Exterior Height x Width x Overall Length (feet)		
Passenger Windows, T-Slider, Privacy Glass		
Dedicated Rear Luggage Area with Rear Door to Access Dedicated Rear Luggage Area		
Rear Luggage Storage Capacity (Size & lbs.)		
Rear Heavy-Duty Bumper		

Manual Windows in Front / Driver		
Passenger Seats - Cloth High Back, Reclining / Adjustable, Foldup Armrest, Lap Belts, with Side Sliders on all Applicable Rows		
Overhead Storage Racks with Individual Passenger LED Reading Lights		
Overhead Storage Racks Capacity (Size & lbs.)		
Auto-Cloth Installed On Interior Walls and Ceilings		
Electric Bi-Fold Door with Door Activated Entrance and Stepwell Lights		
DVD Player, 2 Flip-Up TVs Located In Front and Mid Area (Include Screen Sizes)		
AM/FM/CD Stereo, Front & Rear Speakers for Stereo and DVD Player		
Flat Interior Passenger Area Flooring		
Marine Grade 3/4" Plywood Floor with Urethane Foamed In Place Under-Floor Insulation		
Black Rubber Floor Finish with Ribbed Surface In Walk Areas, Smooth Rubber Flooring Under Seating Area		
Electrical Panel with Resettable Breakers		
LED Interior Lights		
OEM Front Heat & Air Conditioning, Dual Compressor System - 70,000 BTU's		
Interior Height x Width x Overall Length (Feet)		

Frame To Be Painted with Black Undercoating		
Dash Instruments - Tachometer, Speedometer, Oil Pressure, Water Temperature, Volt Meter, and Fuel Gage		
USB outlets, 1 per seat; 3 pronged 110v outlets for 2 seats at the front of the bus		
Safety Back-Up Alarm, Installed		

Additional Description of Bus and other options included:

Attachment B – 29 Passenger Light Duty Bus

Attachment B - 29 Passenger Medium Duty Bus - Unit Specification / Description

Respondent's Organization Name:

Directions: All Respondents are required to complete Appendix F. The University has provided a list of requested specifications. Respondents are to provide detailed information for scoring, at the University's sole discretion, of the Respondent's unit in comparison to the University's requested specifications. **All Respondents are required to fill out Respondents Specification in this spreadsheet AND provide detailed specifications informational documentation of item(s) submitted. Include, if available, view drawings of front, back, sides, top and interior.**

General Design & Construction Notes:

Safety: The chassis and body shall be designed and work performed by professional established firms. Respondent shall comply with all Federal and State of Maine regulations and requirements applicable to the design and manufacture of buses.

Driver Size & Comfort: Design criteria of bus for driver area shall be for all females from the 5th percentile to males of the 95th percentile, to be equally as comfortable in using all controls required to safely drive and maneuver the bus. All driver controls required shall comply with FMVSS 101.

Metal Rollover Frame, Cage-type Construction: The bus shall have a heavy-duty, unit-body structure. Respondent shall provide certification that proposed buses' strength of frame shall comply with FMVSS 220 rollover protection test.

Buses shall be designed to withstand road shocks, stop and start operations, seasonal weather and road extremes and other conditions found in Northern Maine and throughout New England. On occasion Athletic Teams travel to as far as North Carolina, Heating/AC shall be sufficient to reflect wide variety of temperature extremes. The interior of the bus shall be a pleasant, aesthetically pleasing atmosphere.

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

University's Requested Specification	Meets Specification? Yes/No	Respondent's Specification
New Unit, Model Year 2022 or 2023		
F550 G-Force, Minimum 19,500 GVWR, preferred 23,500 GVWR		
6.8 Gasoline V10 Engine (include estimated MPG)		
Include Axle Ratio		

Heavy-duty 6 Speed Automatic Transmission		
Dual 200 + 155 AMP Alternator		
Dual Wheel Rear Axle w/ Mor-Ryde Rear Suspension System		
Power Steering with Tilt Adjustable Steering Column		
LED / Halogen Bright White Headlights		
Mirrors, West Cost Style		
40 / 50 Gallon Fuel Tank		
Cruise Control		
Metal Rollover Frame/Cage Type Structure, Integral Welded Steel Cage with Urethane Insulation		
Exterior Height x Width x Overall Length (feet)		
Passenger Windows, T-Slider, Privacy Glass		
Dedicated Rear Luggage Area with Rear Door to Access Dedicated Rear Luggage Area		
Rear Luggage Storage Capacity (Size & lbs.)		
Rear Heavy-Duty Bumper		
Manual Windows in Front / Driver & Right-Front Passenger		

Passenger Seats - Cloth High Back, Reclining / Adjustable, Foldup Armrest, Lap Belts, with Side Sliders on all Applicable Rows		
Overhead Storage Racks with Individual Passenger LED Reading Lights		
Overhead Storage Racks Capacity (Size & lbs.)		
Auto-Cloth Installed On Interior Walls and Ceilings		
Electric Bi-Fold Door with Door Activated Entrance and Stepwell Lights		
DVD Player, 2 Flip-Up TVs Located In Front and Mid Area (Include Screen Sizes)		
AM/FM/CD Stereo, Front & Rear Speakers for Stereo and DVD Player		
Flat Interior Passenger Area Flooring		
Marine Grade 3/4" Plywood Floor with Urethane Foamed In Place Under-Floor Insulation		
Black Rubber Floor Finish with Ribbed Surface In Walk Areas, Smooth Rubber Flooring Under Seating Area		
Electrical Panel with Resettable Breakers		
LED Interior Lights		
OEM Front Heat & Air Conditioning, Dual Compressor System - 87,000 BTU's		
Interior Height x Width x Overall Length (Feet)		
Frame To Be Painted with Black Undercoating		

Dash Instruments - Tachometer, Speedometer, Oil Pressure, Water Temperature, Volt Meter, and Fuel Gage		
USB outlets, 1 per seat; 3 pronged 110v outlets for 2 seats at the front of the bus		
Safety Back-Up Alarm, Installed		
<i>Additional Description of Bus and other options included:</i>		