



**University of Massachusetts Amherst
Department of Procurement
Request for Bids:**

**Bus Charter Contract for the Athletic Department
per the attached specifications**

RFB# AA10-RH-3420

Bid Opening Date – July 23, 2009 @ 1:00 p.m.

Bids are requested from qualified vendors to provide Bus Charter Services for the Athletic Department at the University of Massachusetts Amherst per the following specifications.

1.1 Duration of the Contract

The contract will be in effect from the date of the award to June 30, 2010, with the option to renew for two (2) additional one-year terms, based upon the mutual agreement of the successful bidder(s) and the University at least 30-days prior to the end of the respective fiscal period.

The selected vendor(s) will be required to enter into the standard University Contract for Services. The successful vendor must sign the standard University Contract for Services and agree to all Terms and Conditions listed. A copy of the University Contract for Services can be viewed at: http://www.umass.edu/procurement/Fill-In_Forms/CFSL_RE_060208.pdf.

Respondents must indicate in their response if they are not willing to sign the Contract for Services without exception. Any vendor indicating that they are not willing to sign the University Contract for Services may be eliminated from the process either during the review process or during the final contact negotiation process at the discretion of the University.

1.2 Acceptance / Rejection of Bids

Only bids that are received by the bid opening date and time will be considered. The UNIVERSITY reserves the right to reject any or all bids, wholly or in part and to make an award in a manner deemed by the Director of Procurement at the Amherst campus to be in the University's best interest. The UNIVERSITY reserves the right to make a partial award for the services requested, or to make an award to more than one bidder.

1.3 Public Information

All bids and related documents submitted in response to this RFB are subject to the Massachusetts Freedom of Information Law, M.G.L., Chapter 66, and Section 10 and to M.G.L., Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the bid process that are inconsistent with those statutes will be disregarded.

1.4 Cost to Submit

The University is not responsible for any expenses that may be incurred by any bidder to prepare or submit bids.

1.5 Compensation

Invoices submitted to the University by the successful bidder for acquisitions under the contract will be itemized and priced out by the successful bidder in accordance with the figures contained in the bidder's response to this RFB. Therefore, bids must be inclusive. All payment shall be made in arrears, after services have been rendered to the satisfaction of the University.

1.6 Alterations to the Bid

The bidders may not materially alter its bid response after the bids have been opened. Only the Director of Procurement may deem what constitutes a material alteration to a bid.

SECTION 2 – SPECIFICATIONS

2.1 General Information

A. **Contact:** Indicate the name and telephone number of the person who would serve as the contact person.

1. Contact Person Name _____
2. Telephone Number(s): _____
3. Fax Number: _____
4. Email Address: _____

2.2 Fees, Pricing and Billing

A. **Sample Schedule:** Please provide prices for the sample trips listed below.

Please note the following:

- a. Tolls and fuel should be all inclusive in the price
- b. UMass will provide and pay for a single room for the bus driver on all multi-day trips.

Location	<u>Single Day Trips</u>	Multi-Day Trips	<u># of Nights</u>	<u>Approximate Times</u>	<u>Price</u>
Boston, MA	Yes		0	Leave 9am return 7pm	
Worcester, MA	Yes		0	Leave 9am return 7pm	
Lowell, MA	Yes		0	Leave 9am return 7pm	
Chestnut Hill, MA	Yes		0	Leave 9am return 7pm	
Roxbury, MA	Yes		0	Leave 9am return 7pm	
North Andover, MA	Yes		0	Leave 9am return 7pm	
Hanover, NH	Yes		0	Leave 9am return 7pm	
Durham, NH	Yes		0	Leave 9am return 7pm	
Kingston, RI	Yes		0	Leave 9am return 7pm	
Providence, RI	Yes		0	Leave 9am return 7pm	
Burlington, VT	Yes		0	Leave 9am return 7pm	
West Point, NY	Yes		0	Leave 9am return 7pm	
Albany, NY	Yes		0	Leave 9am return 7pm	
Bronx, NY	Yes		0	Leave 9am return 7pm	
Hartford, CT	Yes		0	Leave 9am return 7pm	
Storrs, CT	Yes		0	Leave 9am return 7pm	
Derby, CT	Yes		0	Leave 9am return 7pm	
New Haven, CT	Yes		0	Leave 9am return 7pm	
Fairfield, CT	Yes		0	Leave 9am return 7pm	
New Britain, CT	Yes		0	Leave 9am return 7pm	
Bradley Airport	Yes		0	Each Way	
Logan Airport	Yes		0	Each Way	
Providence Airport	Yes		0	Each Way	

<u>Location</u>	<u>Single Day Trips</u>	<u>Multiple Day Trips</u>	<u># of Nights</u>	<u>Approximate Times</u>	<u>Price</u>
Bethlehem, PA		Yes	1	Leave 5am return 10pm 2 nd day	
Orono, ME		Yes	1	Leave 5am return 10pm 2 nd day	
Olean, NY		Yes	1	Leave 5am return 10pm 2 nd day	
Buffalo, NY		Yes	1	Leave 5am return 10pm 2 nd day	
Camden, NJ		Yes	1	Leave 5am return 10pm 2 nd day	
Philadelphia, PA		Yes	1	Leave 8am return 8pm 2 nd day	
Burlington, VT		Yes	1	Leave 8am return 8pm 2 nd day	
Hempstead, NY		Yes	1	Leave 8am return 8pm 2 nd day	
Saratoga, NY		Yes	1	Leave 8am return 8pm 2 nd day	
Binghamton, NY		Yes	1	Leave 8am return 8pm 2 nd day	
Stonybrook, NY		Yes	1	Leave 8am return 8pm 2 nd day	
Princeton, NJ		Yes	1	Leave 8am return 8pm 2 nd day	
New Brunswick, NJ		Yes	1	Leave 8am return 8pm 2 nd day	
Hanover, NH		Yes	1	Leave 9am return 8pm 2 nd day	
Durham, NH		Yes	1	Leave 9am return 8pm 2 nd day	
Chestnut Hill, MA		Yes	1	Leave 9am return 8pm 2 nd day	
Roxbury, MA		Yes	1	Leave 9am return 8pm 2 nd day	
North Andover, MA		Yes	1	Leave 9am return 8pm 2 nd day	
Boston, MA		Yes	1	Leave 9am return 8pm 2 nd day	
Albany, NY		Yes	1	Leave 3pm return 8pm 2 nd day	
Loudonville, NY		Yes	1	Leave 3pm return 8pm 2 nd day	
Syracuse, NY		Yes	1	Leave 3pm return 8pm 2 nd day	
Providence, RI		Yes	1	Leave 3pm return 8pm 2 nd day	
Kingston, RI		Yes	1	Leave 3pm return 8pm 2 nd day	
Bethlehem, PA		Yes	2	Leave 8am return 8pm 3 rd day	
Philadelphia, PA		Yes	2	Leave 8am return 8pm 3 rd day	
Binghamton, NY		Yes	2	Leave 8am return 8pm 3 rd day	
Buffalo, NY		Yes	2	Leave 8am return 8pm 3 rd day	
Newark, DE		Yes	2	Leave 8am return 8pm 3 rd day	
Camden, NJ		Yes	2	Leave 3pm return 8pm 3 rd day	
Princeton, NJ		Yes	2	Leave 3pm return 8pm 3 rd day	
New Brunswick, NJ		Yes	2	Leave 3pm return 8pm 3 rd day	
Philadelphia, PA		Yes	3	Leave 8am return 8pm 4 th day	
Buffalo, NY		Yes	3	Leave 8am return 8pm 4 th day	
Total Price : >>>>>>>>					

B. Trip Rates: Please indicate how you calculate the costs of your trips listed above (i.e. Interstate/Intrastate rate per mile, rate per dead mile, rate per hour for waiting time, other expenses per charter, minimum charge for Multi-Day Trips).

C. Cancellation Policy: Please indicate what your policy and fee structure is for cancellations: _____

D. Billing: The successful bidder shall provide an itemized bill to the Athletic Department for each respective trip showing live miles and contract rate, as well as all other billable expenses involved at the rates listed under Section 2.2A and 2.2B.

Bills will be provided to the Athletic Department on a monthly billing cycle for all trips completed in the preceding month.

2.3: Equipment & Logistics

A. Fleet: Please provide a list of buses within bidder’s fleet that will be used in conjunction with this agreement. Indicate the fleet specifications including the make, age of the buses, passenger capacity, cargo bay size, condition, amenities, and any other pertinent information about your fleet. Also if your company has activity buses (no toilets) that could be used for shorter distance single day trips, please list that below.

The successful bidder must:

- a. Have a fleet large enough to accommodate anywhere between six (6) and eight (8) teams traveling at the same time
- b. The maximum age of the buses that will be used by UMass is 5 years old or newer for all trips.
- c. All buses must be equipped with video equipment that must be in working condition at all times (VCR/DVD).
- d. Toilet facilities must be provided.
- e. Provide equipment which is clean and in excellent mechanical condition.
- f. Substitute equipment from other bus companies may not be used unless prior approval is granted by the University’s Athletic Department.

<u>Passenger Size</u>	<u># In Fleet</u>	<u>Age of the Bus</u>	<u>Cargo Bay Size</u>	<u>Condition</u>	<u>Amenities</u>	<u>Comments</u>

B. Fleet Locations: Please list the locations of your fleets and if you have affiliated satellite locations established in other states _____

2.4: Safety, Responsiveness and Driver Information

A. Communication: The University requires that all buses be equipped with cellular phones and/or GPS (Global Positioning System) or some other communication devise in case of breakdown or emergency.

Please indicate what your buses are equipped with:_____

B. Dispatch: Do you have a 24 hour dispatch line in case of emergency, changes etc:_____

C. Breakdown: Please indicate your company’s process when a bus breaks down (i.e. do you send a new bus, do you have the bus repaired, what is your typical response time, etc.):

D. Bus Drivers:

1. What is the average number of years of experience of your bus drivers? _____

2. Are your bus drivers typically residents of the local regions? _____

3. What is the protocol for requesting a driver? _____

4. What are the State/Company Rules and regulations on amount of time drivers can drive and be on duty (related to long-distance trips)?_____

5. How far in advance do you provide your driver with directions? _____

6. How often do you check driving records for your drivers? _____

7. The University requesting that it is mandatory that no bus drivers be allowed to smoke on the bus at any point of the trip. The University Athletic Department is requesting smoke free buses.

Please signify that your bus drivers will comply with this request: Yes_____ No_____

8. What kind of training do you provide to your drivers? _____

E. What is your current Safety Rating? _____

F. What is your company policies surrounding vehicle maintenance, including preventative maintenance and pre- and post-trip inspections? _____

2.5: Insurance and Liability

- A. The successful bidder must purchase and maintain at its sole cost and expense throughout the term of this Agreement adequate insurance coverage, to include but not limited to the following types and amounts of coverage:
1. The following minimum insurance coverage is required:
 - a. Worker's Compensation Insurance in compliance with applicable federal and state laws, including Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence.
 - b. Automobile Liability Insurance coverage owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least ten million dollars (\$10,000,000) per accident. The policy must be endorsed to include the University as an additional insured.
 - c. Commercial General Liability Insurance including contractual liability coverage specifically covering this Agreement, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) per aggregate. The policy must be endorsed to include the University as an additional insured.
 2. All insurance maintained by the successful bidder pursuant to this Agreement shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the successful bidder determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the University is required. All insurance companies to be used by the successful bidder must have a Best's Rating of not less than A- and be reasonably acceptable to the University.
 3. The successful bidder must furnish copies of the aforementioned policies to the University's designated representative.
 4. All insurance maintained by the successful bidder shall provide that insurance for the benefit of the University shall be primary and the University's own insurance shall be non-contributing. The successful bidder shall provide the University with certificates of insurance evidencing the above referenced insurance policies as part of this bid.
 5. The certificates shall contain an unequivocal provision that the University shall be given thirty (30) days prior written notice of cancellation, material change, or non-renewal of the coverage.
 6. The successful bidder shall cause its subcontractors to purchase, carry, and maintain all insurance coverage and coverage limits that Section requires successful bidder to have.
 7. The successful bidder's and/or successful bidder's subcontractor's failure to provide or to continue in full force the insurance that this section requires shall be a material breach of this Agreement and may, at the sole determination of the University, result in termination of this Agreement for cause.

2.6: Terms and Conditions

- A. If any trips are delayed or cancelled due to poor maintenance of the equipment and/or if complaints are received by this office concerning unclean and/or unsafe equipment, the contract may be cancelled at the option of the University. Written notice of such cancellation of contract will be sent to contractor one week prior to the effective date of cancellation.
- B. This bid is to provide ground transportation for the Athletic Department from July 1, 2009 to June 30, 2010 and therefore the bidders may not bid for individual trips.

- C. It is estimated that the value of the total package will be approximately \$400,000 per year. This value is given as a reference ONLY. The University does not guarantee a minimum amount of business that will be done under this RFB and ensuring contract.
- D. Please indicate if you are interested in two one year extension to be a part of this bid and if so the percentage of increase for prices:
- a. No, I am not interested in two one year extensions _____
 - b. Yes, I am interested in two one year extensions _____
 - i. percentage for price increase would be for year 1 _____%
 - ii. percentage for price increase would be for year 2 _____%
- E. Contract for Services Long Form, hereinafter called Attachment A, attached to and made part of this RFB. Contractor will be required to sign (3) original Contract for Services. A copy of the University Contract for Services can be viewed at: http://www.umass.edu/procurement/Fill-In_Forms/CFSL_RE_060208.pdf

Where the bidder may find it necessary to respond to this RFB using an attachment, the bidder shall reference in its bid response the respective section, in the order listed in this RFB. The University reserves the right to reject any bid that fails to meet this requirement.

Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the University. The University will not increase the purchase order to the successful vendor for omissions or oversights not due to the fault of the University or its agents. All changes must be approved in writing.

The successful bidder will be required to provide original signed W-9 form to the University if they are not already a recognized University vendor. A copy of this form can be accessed at: www.umass.edu/procurement - Click on "Forms" – Click on "University of Massachusetts Substitute W-9 Form".

Bidders shall deliver **two (2) copies** of their bid response to the following address by Thursday, July 23, 2009 at 1:00pm, at which time the bids will be opened and publicly read. Bids shall be clearly marked and addressed to:

University of Massachusetts Procurement Department 407 Goodell Bldg. ~ 140 Hicks Way Amherst, MA 01003 Fax 413-545-1643 Attention: RFB AA10-RH-3420

It is the sole responsibility of the bidder to insure that its bid is delivered to the Procurement Department in its entirety by the due date and time. Late bids will not be considered, and will be placed, unopened, in the bid file. Faxed bids will be accepted, provided the original is received within 5 working days after bid deadline submission date.

All questions from prospective vendors regarding this Request for Bid shall be referred to the Purchasing Manager in the Procurement Department by email or fax only, by Wednesday, July 15, 2009 at 2:00 PM. No telephone calls will be entertained. Inquiries received after the specified date and time will not be accepted. The University will E-Mail its response to all questions to all bidders of record by formal addendum by Thursday, July 16, 2009. The contact information for this individual is:

University of Massachusetts Amherst Rosemary A. Hassay, Purchasing Manager Fax: (413) 545-1643 Email: procurement@admin.umass.edu

The University will extend the due date by written addendum if such information significantly amends this request for bid or makes compliance with the original proposed due date impractical.

The University of Massachusetts is an Affirmative Action, Equal Opportunity Employer.