

**THE UNIVERSITY OF NORTHERN IOWA
CEDAR FALLS, IA**

Request For Proposal Q8568

CHARTER BUS SERVICE

**Purchasing Services – Office of Business Operations
University of Northern Iowa
103 Gilchrist Hall
Cedar Falls, IA 50614-0008
Email, molly.rickert@uni.edu**

NOTICE TO VENDORS

University of Northern Iowa Request for Proposal -MOTORCOACH AND TOUR BUS CHARTER SERVICE

Bids for motor coach and tour bus charter service for the University of Northern Iowa, will be received at Purchasing Services, 103 Gilchrist Hall, University of Northern Iowa, Cedar Falls, Iowa, until 3 p.m. Central Daylight Savings Time on March 24, 2009.

All bids should be submitted on the Form of Bid (pages 20 through 26).

Any vendor may withdraw their offer at any time prior to the scheduled closing time for receiving bids. No vendor may withdraw its bid for at least sixty (60) days after the scheduled closing time for receiving quotations.

University of Northern Iowa reserves the right to accept or reject any or all bids, to waive irregularities, defects or technicalities in any bid, and to accept any bid in whole or in part which it deems to be in its best interest.

All questions regarding this proposal can be directed to:

Molly Rickert
103 Gilchrist Hall
University of Northern Iowa
Cedar Falls, IA 50614-0008
319-273-6448
Molly.rickert@uni.edu

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SCHEDULE OF EVENTS FOR BID NO. Q8568

<u>Event</u>	<u>Date</u>
-- Issuance of Request For Bid	February 18, 2009
-- Questions from Vendors due..... Questions and comments with reference to this Request for Proposal must be directed <u>via email</u> to: molly.rickert@uni.edu by the specified date.	Friday, March 6, 2009 3:00 P.M. CDST
-- Vendor's Question/Answers Posted to Website	March 12, 2009 3:00 P.M. CDST
-- Bids Due	March 24, 2009 3:00 P.M. CDST
-- Contract Starting Date.....	May 1, 2009

SECTION I

SCOPE OF WORK

- I. University of Northern Iowa (also referred to as UNI) in Cedar Falls, Iowa, desires to obtain bids for a primary contractor to provide Motor coach and tour bus service for the University. The Motor coaches and tour busses will be used primarily for athletic team transport. Although athletic trips may account for the majority of travel needs, there are many University departments and programs who request buses for various class field trips, sponsored workshops and summer programs.
- II. Motor Coaches and busses will be provided on an "as needed" basis for the period of May 1, 2009 through April 30, 2012 with an option to renew two additional years.
- III. It is anticipated that a five year contract (3 Years + 2 year option) will be issued to meet the specific needs of the Athletic department. UNI reserves the right to award a secondary contract for service if deemed appropriate by UNI administrative staff.
- IV. The Prime Contractor is expected to provide clean, safe and mechanically sound vehicles for university use. Drivers will be courteous and respectful of UNI faculty, staff and students at all times when vehicles are chartered by UNI.
- V. By using the word "clean" UNI means:
 - a) Motor-coaches or tour coaches that report for service at UNI will be vacuumed
 - b) All storage areas clean and free of debris
 - c) All floor carpet or mats cleaned and dirt free
 - d) Bus bodies will, as much as possible, be free of dents, scratches or cracked windows.
 - d) Except in inclement weather, bus bodies will be clean and windows washed
- VI. Drivers that are assigned to UNI's contracted charters will be neatly dressed to include shoes, socks, trousers, shirt, jacket, tie and hat. Drivers will be courteous and polite to UNI staff at all times.
- VII. Drivers will have a cell phone available for communicating with UNI group leaders.
- VIII. Drivers will make reasonable efforts to conform with driving instructions issued by the assigned group. However, UNI does not expect drivers to violate traffic laws, obstruct fire zones, reserved parking areas or handicapped parking access. If a driver is asked by UNI's or any city's police or parking service employees to move a bus, it will be moved immediately. The driver will communicate any changes in pickup or drop off points to the team leader as soon as the bus has been parked in a safe area.
- IX. Any disagreements that may arise between bus drivers and university staff or group leaders will be reported to UNI Purchasing. The report will indicate the nature of the disagreement and actions that were taken to resolve the problem or issue. Reports are to be filed with the UNI Purchasing Services within 24 hours of the conclusion of a trip.
- X. Vendors will have busses available for emergency situations. UNI will give as much advanced notice as possible. Typical emergencies involve changes or cancellations to air charter service.
- XI. To gage mechanical soundness of the fleet offered, please provide the reported breakdown rate in terms of breakdowns per 100,000 road miles across your rental fleet. _____
A break down is a mechanical failure which halts or delays the trip more that 30 minutes.

SECTION II DETAILED SPECIFICATIONS

2.1 Description of Equipment

CHARTER BUSES

2.1.1. Equipment Required: Units offered to service UNI must have a standardized paint and lettering scheme applied to all busses. When vehicles are ordered in multiples, each vehicle servicing the university will be of the same body type and size. Bidders must have the following charters available:

<u>Quantity</u>	<u>Size</u>	<u>Use</u>
4 Touring coaches	54 - 60 adult passengers	Football away games 4 units
2 Motor coaches	40 - 47 adult passengers	All Sports 1 or 2 units
2 Motor coaches	35 - 40 adult passengers	All Sports 1 or 2 units
1 Small tour bus	25 - 30 adult passengers	Minor sports 1 unit

Bidders will specify the exact number and capacity of coaches that can be offered for charter.

2.1.2 **Equipment definitions** (used for clarity may not be industry standard terminology):

Touring coach – A bus approximately 45 ft in length or longer, capable of carrying between 54 and 60 adult passengers in standard configuration. Vehicles manufactured by Prevost, Van Hools, MCI, GM etc, are acceptable. Touring coaches will be equipped as follows:

- ☐ Panoramic tinted windows
- ☐ Window shades
- ☐ Full carpeting
- ☐ Clean and sanitary rest room
- ☐ Tour guide seat
- ☐ Reclining seats with arm rests and foot rests
- ☐ Overhead interior and exterior storage
- ☐ Lighting and air controls above seats
- ☐ PA system that can also play AM/FM radio and CDs
- ☐ DVD player with 4 to 6 monitors positioned throughout the cabin

Motor coach – A bus with body approximately 35ft to 40ft in length or longer, capable of carrying between 45 and 50 adult passengers in standard configuration. Vehicles manufactured by Prevost, Van Hools, MCI, GM, etc, are acceptable. Motor coaches will be equipped as follows:

- ☐ Tinted windows
- ☐ Window shades
- ☐ Full carpeting
- ☐ Clean and sanitary rest room
- ☐ Reclining seats with arm rests and foot rests
- ☐ Overhead interior and exterior storage
- ☐ Lighting controls above seats
- ☐ PA system that can also play AM/FM radio and CDs
- ☐ DVD player with 4 to 6 monitors positioned throughout the cabin

Small Tour Bus – Smaller bodied bus with approximately 25ft to 30ft in length or longer, capable of carrying between 25 and 30 adult passengers in standard configuration. Vehicles manufactured

by Prevost, Van Hools, MCI, GM, Navistar, etc, are acceptable. Tour busses will be equipped as follows:

- ☐ Tinted windows
- ☐ Window shades
- ☐ Reclining seats with arm rests
- ☐ Overhead interior and exterior storage
- ☐ Lighting controls above seats
- ☐ PA system that can also play AM/FM radio and CDs
- ☐ DVD player with 4 to 6 monitors positioned throughout the cabin

Alternate Equipment – Alternates to the busses specified above may be considered by UNI. Please provide a complete description of alternate products offered.

- 2.2 **Order Placement** Orders will be placed by phone on an "as needed" basis by UNI authorized personnel. When placing orders, university staff must give the UNI contract number, their name, and department or sport.
- 2.3 **Order Confirmation** The vendor must confirm the charter requested in writing. FAX and E-Mail are acceptable methods for confirming orders.
- 2.4 **Optional Service** The University reserves the right to request services from other than contracted vendors during the contract period, when it is determined the best interest of the University will be served. The intent of the university is to utilize optional services only when the primary contractor cannot meet our needs. Any contract awarded from this quotation request will be non-exclusive.
- 2.5 **Maintenance and Service**
- 2.5.1 Buses must be maintained in compliance with all state requirements and as deemed necessary to provide prompt, reliable and safe service as required for university requests.
- 2.5.2 There may be occasions when buses are required on one-hour notice. This is necessary to accommodate schedule changes required by weather conditions.
- 2.6 **Driver's Certification and Operating Authority** Compliance with the Interstate Commerce Commission requirements is mandatory.
- 2.7 **Authority:** The successful bidder is required to have:
- 2.7.1 Iowa Charter Carrier Authority originating in Black Hawk County to allow for legal charter service to all other points in Iowa.
- 2.7.2 Interstate Commerce Motor Carrier Number to allow for trips outside of Iowa.
- 2.8 **Price Increases/Decreases**
- 2.8.1 **Vendor's may adjust contract prices annually beginning July 1, 2010, by an amount directly proportional to the Consumer Price Index (CPI-U) for transportation during the preceding twelve (12) month period. Price changes shall remain firm for a twelve (12) month period, and shall require written notification to UNI Purchasing Services within 30 days of the effective date.**
- 2.8.2. Example: \$105/5-hour trip bid on 7/1/09 is a firm price through 6/30/10. A 2% increase in the CPI-U transportation index between 7/1/09 and 6/30/10 will permit a new price of \$107.10 (\$105 + 2%) for the period of 7/1/10 through 6/30/11.

2.8.3 Decreases in the CPI-U transportation index will decrease prices proportionately.

2.8.4 **UNI will only pay fuel surcharges if the price of diesel fuel increases by more than 5% above the base price used to bid this contract. Please state base price for bid**_____

Section III

Charter Rate and Billing Information

UNI is requesting an easy to use charter rate structure that will allow for simplified estimating, billing and payment for charter services. The Form of Bid is laid out in spread-sheet fashion. Instructions for each line item appear below. Please refer to the form of bid on **page 20** as you review the services requested below.

- 1.) **Trip Rate - Local** UNI is requesting a flat rate for a three (3) hour bus charter that will travel within a sixty (60) mile radius of Cedar Falls. These charters will be for athletic events, campus recruiting tours, etc. The rate quoted begins on arrival at the requested location to pick up passengers and ends when all passengers are disembarked at the final destination. Your rate should allow for travel to and from your garage with planned arrival at a minimum of 15 minutes ahead of required pick-up time. State the number of allowable miles included in the base price.
- 2.) **Trip Rate - Local** UNI is requesting a flat rate for an eight (8) hour bus charter that will travel within a sixty (60) mile radius of Cedar Falls. These charters will be for local athletic events, campus recruiting tours, special events, etc. The rate quoted begins on arrival at the requested location to pick up passengers and ends when all passengers are disembarked at the final destination. Your rate should allow for travel to and from your garage with planned arrival at a minimum of 15 minutes ahead of required pick-up time. State the number of allowable miles included in the base price.
- 3.) **Trip Rate - Over Road One Way** UNI is requesting a flat rate for an eight (8) hour bus charter for trips greater than sixty (60) miles from Cedar Falls. These charters are for athletic events, facility tours, visiting groups, etc. When the group will be dropped off and **not** return on the same day. The rate begins on arrival at the requested location to pick up passengers, and ends when all passengers are disembarked at the final destination. Your rate should allow for travel to and from your garage, all operating expenses including deadhead home, and arrival at a minimum of 15 minutes ahead of required pick-up time. State the number of allowable miles included in the base price.
- 4.) **Trip Rate - Over Road Round Trip** UNI is requesting a flat rate for an eight (8) hour bus charter for trips greater than sixty (60) miles from Cedar Falls. These charters are usually for athletic events, tours, retreats, etc. The rate begins on arrival at the requested location to pick up passengers, and ends when all passengers are disembarked at the original embarkation point. Please note busses may be required to stay longer than eight (8) hours. Your rate should allow for travel to and from your garage, all operating expenses, and arrival at a minimum of 15 minutes ahead of required pick-up time. State the number of allowable miles included in the base price.
- 5.) **Airport Rate – Round trip to or from the Waterloo Airport** UNI is requesting a flat rate for a bus charter for trips to or from the Waterloo Airport. These charters are usually for athletic events, visiting groups, recruiting, etc. The rate begins on arrival at the requested pick up point, and ends when all passengers are disembarked at the destination. Your rate should allow for travel to and from your garage, all operating expenses including deadhead home, and arrival at a minimum of 15 minutes ahead of required pick-up time. Consideration should also be made for possible delays when picking up at the Airport.

Billing for Additional Cost 6. – 12. below:

UNI will allow additional charges, beyond the basic rates stated above, to be billed either as an extra hourly charge (extra time waiting) or as an extra mileage charge. UNI reserves the right to investigate which method of billing would have been most advantageous to the university in the event any charges should be disputed by using departments.

- 6.) **Weekend Differential** - If your company has a higher general charge for weekend charters, **please express this charge as a percentage added to the trip rates and airport run rate listed.**

- 7.) **Extra hour(s) charge Normal (weekday)** Additional driver/operating expenses beyond the trip rates or airport run listed and are to be invoiced as a per hour additional charge. The “normal” rate will be for hours beyond the base rates, but will not include over-time charges.
- 8.) **Extra hour(s) charge (Over-Time)** Additional driver expenses beyond the trip rates and airport run listed and are to be invoiced as a per hour additional charge. The “Over-Time” rate will be for hours beyond the minimums that would extend the trip into over-time associated with driver’s wages or weekend usage.
- 9.) **Extra mileage charge** Will be billed for extra operating cost beyond the basic rates as an extra mileage charge in addition to the drivers hourly charge when applicable, vendors may bill UNI in this manner or for extra miles incurred when applicable. Extra mileage charges should include all operating cost associated with the physical running the bus (i.e. Fuel, tolls, mechanical wear etc.) beyond the base rate.
- 10.) **Driver Over-Night Charge** The cost associated with trips that require an over-night stay by your drivers are to be billed as one flat rate, per driver for lodging and meals per night.
- 11.) **Extra driver charge** UNI is requesting, for those trips on which federal regulations require an additional driver, these additional expenses are to be billed on a per hour basis except for overnight charges as stated above.
- 12.) **Audio/Video equipment use** On trips where UNI requests the use of onboard audio or video equipment these charges are to be billed as one daily fee.

SECTION IV

BID (Proposal) INSTRUCTIONS AND CONDITIONS

- 4.1 **Each vendor, by submitting a bid, represents that vendor has:**
- 4.1.1 Read and completely understands the bid documents.
 - 4.1.2 Promptly notified UNI of any ambiguity, inconsistency or error which the vendor discovered upon examination of the bid documents.
 - 4.1.3 Based the bid upon the requirements and specifications described in the bid documents.
 - 4.1.4 Agreed that the contract time shall begin on May 1, 2009.
 - 4.1.5 Failure of the selected vendor to fulfill the provisions of section 4.1 shall in no way relieve the obligation of the vendor to furnish all material, labor and equipment necessary to carry out the provisions of the contract, nor shall such failure constitute grounds for extra compensation over the price stated in the accepted bid.
- 4.2 **Receipt and Opening of Bids**
- 4.2.1 **Your bid must be received in the University of Northern Iowa Purchasing Services, 103 Gilchrist Hall, Cedar Falls, IA 50614-0008, by 3:00 p.m., Central Time on March 24, 2009.**
Any bid received after the time specified for the receipt of bids shall not be considered and shall be returned unopened. If you have any doubt that your bid has been received, call the University representative from Purchasing Services for receipt information, at least two hours prior to the bid opening date and time shown above.
 - 4.2.2 UNI reserves the right to accept or reject any or all bids and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor in the judgment of UNI. UNI also reserves the right to accept that bid which is deemed to be in the best interests of UNI.
 - 4.2.3 No bids submitted by oral, telephonic, or telegraphic methods, nor any modifications to previously submitted bids using any of these methods will be considered. If a bid is sent by mail, allowance should be made by the vendor for the time required for such a transmission.
 - 4.2.4 A legally authorized representative of the vendor shall sign the bid. Unsigned bids will not be considered. The official name, address and telephone number of the vendor should be stated on the bid form.
 - 4.2.5 UNI shall be under no obligation to provide any vendor with an opportunity to submit missing documents at a later date, however, UNI reserves the right to request missing bid documents.
 - 4.2.6 Trade secret or proprietary information shall be handled as follows:
 - 4.2.6.1 The laws of the State of Iowa require that at the conclusion of the selection process, the contents of all bids will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by Iowa law may be withheld, if clearly identified as such in the proposal.
 - 4.2.6.2 Failure to list all proprietary sections of the submitted bid in the space provided on the Form of bid, shall relieve UNI personnel from any responsibility, should such information be accidentally released or viewed by a competitor or the public. After the conclusion of the selection process, the contents of all bids will be

placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by Iowa law may be withheld if clearly identified as such in the bid.

- 4.2.7 All bids submitted by the designated date and time specified for receipt and opening of the bids, become the property of the University of Northern Iowa and will not be returned to the vendor.
- 4.2.8 All erasures or corrections shall be initialed by the person(s) signing the bid.
- 4.2.9 Failure to supply information requested is cause for rejection of the bid as being non-responsive.
- 4.2.10 Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective bid are not desired and may be construed as an indication of the offerors lack of cost consciousness.
- 4.2.11 Bids may be rejected because of faulty specifications, failure to comply with the requirements of the bid documents, abandonment of the project, insufficient funds, evidence of unfair bidding procedures, failure to provide bid security when required, or evidence of vendor's financial instability.

4.3 **Modification or Withdrawal of a Bid**

- 4.3.1 Prior to the date and time designated for receipt of bids, bids submitted early shall be modified or withdrawn only by written notice to UNI. Such notice shall be received by UNI on or prior to the designated date and time for receipt of bids.
- 4.3.2 Withdrawn bids may be resubmitted up to the time designated for receipt of bids.
- 4.3.3 No vendor may withdraw a bid for at least sixty (60) days after the scheduled closing time for receipt of bids.

4.4 **Addenda**

- 4.4.1 Any and all interpretations, corrections, revisions, and amendments shall be issued by UNI Purchasing Services to all holders of bid documents in the form of written addenda. Except for addenda modifying the bid due date or terminating the bid solicitation, such addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of bids. All addenda so issued shall become part of the contract documents and shall be acknowledged in the bid form.
- 4.4.2 Vendors are cautioned to refrain from basing their primary bid on a substitution which is not authorized by written addenda. (See multiple bids, Subsection 4.9.)

4.5 **Bid Obligations** The contents of the bid, and any clarification thereto submitted by the successful vendor, indicating any modifications made by mutual agreement of the vendor and UNI, shall become part of the contractual obligation and be incorporated by reference into the ensuing contract.

- 4.5.1 Bids should be prepared in the exact copy of the "Form of Bid" included in these documents.
- 4.5.2 All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and figures.

4.6 **Qualification of Vendor**

- 4.6.1 UNI shall make such investigations as it deems necessary to determine the ability of the vendor to provide the specified equipment and perform the installation in a workmanlike manner.
- 4.6.2 UNI reserves the right in its sole discretion to reject any bid if the evidence submitted by, or investigation of, such vendor fails to satisfy UNI, that said vendor is properly qualified to carry out the obligations of the contract.
- 4.6.3 The vendor shall keep informed of, and shall provide all permits and comply with all applicable codes, laws, ordinances, rules, regulations, and orders of the municipal, state and federal government, or other public bodies having jurisdiction affecting this bid.
- 4.6.4 Vendor shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
- 4.6.5 All vendors submitting bids shall be recognized purveyors actually engaged in the types of work as contained in the specifications and in accordance with their terms of bid. Vendors must possess sufficient resources, and be able to furnish to UNI evidence of their ability to perform and complete the contract.
- 4.6.6 In determining the capabilities of a vendor to comply with the specifications herein, those outlined in Section III are the minimum qualifications requested. In submitting a bid, adequate information regarding these capabilities shall be provided by the vendor.
- 4.6.7 Vendor shall have successfully completed charter service programs of the type proposed for at least three (3) years. Detail this experience in Subsection 7.7, Section VII.

4.7 **Preference Laws**

- 4.7.1 UNI will give preference as provided by Code Sections 18, 23 and 73 (1991).
- 4.7.2 UNI will give preference to purchasing from Iowa based businesses if the bids submitted are comparable in price to those submitted by other vendors and meet the required specifications.

4.8 **Open Competition**

- 4.8.1 The use of the name brand of any bus in describing any requirements herein, does not restrict bidders to that particular item. In setting forth these specifications, it is our intention and desire to offer equal opportunity to all bidders, within the framework of standards of quality and design herein established. If the bidder proposes to furnish an equal or higher quality bus, the brand/make and other identifying numbers must be submitted with the Bid Form.

SPECIAL NOTE: The evaluation of bids as to equality and acceptance of the product offered shall be the responsibility of the University and will be based on information furnished by the bidder or identified in their Bid Form, as well as information reasonably available to the purchasing authority.

- 4.9 **Multiple Bids** UNI is seeking bids which meet its requirements as outlined in this Request For Proposal. If more than one method of meeting these requirements is proposed, each should be labeled "primary," "secondary," etc., and submitted separately. Submittals will be evaluated in the specified priorities. Always bid as specified in your primary submittal, as alternate bids may be deemed unacceptable by UNI.
- 4.10 **References** All offers should include three (3) references from higher educational institution athletic departments and/or industrial customers who have used charter services from your company of the type

and approximate volume being requested. At a minimum, the name of a contact person and a telephone number shall be provided.

4.11 Pricing and Term of Contract

4.11.1 All prices must be firm for the first year of the contract period and thereafter subject to the price increase/decreases clause as set forth in Subsection 2.8, Section II.

4.12 Taxes -- Federal, State, and Local

4.12.1 UNI is exempt from State and Local Sales and Use Taxes on the services and materials when purchased separately. A Tax Exemption Certificate will be furnished upon request.

4.13 Gratuities The laws of the State of Iowa provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.

4.14 Tie Bids Purchasing Services will resolve tie bids which are equal in all respects.

4.14.1 Whenever a tie involves an Iowa firm and a firm outside the State of Iowa, the Iowa preference law will apply.

4.14.2 Whenever a tie involves Iowa produced or manufactured products and items produced or manufactured outside the State of Iowa, the Iowa preference law will apply.

4.14.3 Whenever a vendor is from a state, other than Iowa, that has a preference for in-state vendors, UNI may apply a like preference for Iowa vendors unless a reciprocity agreement is in effect between Iowa and the vendor's state.

4.15 Formation of Agreement At its option, UNI may take either one of the following actions in order to form an agreement between UNI and the selected vendor:

4.15.1 Accept a bid as written by issuing a written "Notice of Award" to the selected vendor which refers to this bid and accepts the bid as submitted. This "Notice of Award" will be in the form of a **UNI Purchase Order**.

4.15.2 Enter into negotiations with one or more vendors in an effort to reach a mutually satisfactory agreement which will be executed by both parties and will be based on this bid, the bid submitted by the selected vendor and any subsequent negotiations concerning the bid.

4.16 Notification of Award Contract shall be considered awarded when the successful vendor is served written notice by the University of Northern Iowa.

4.17 Contract Provisions by Reference It is mutually agreed by and between UNI and the vendor that UNI's acceptance of the vendor's offer by the issuance of written notification shall create a contract between the parties thereto containing all terms and conditions of this request for quotation and the vendor's bid, except as amended by mutual agreement. **The vendor shall clearly state in the submitted bid any exceptions to or deviations from these specifications or terms and conditions. Such exceptions or deviations will be considered in evaluating the bids. Any exceptions should be noted on the Bid Compliance Form, Attachment A and returned with the submitted Form of Bid.**

4.18 Subcontractors

- 4.18.1 The vendor is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to UNI.
- 4.18.2 The vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the vendor may engage for the completion of any contract with UNI. The vendor shall be responsible for payment to all subcontractors and/or secondary suppliers.

4.19 University Representatives

- 4.19.1 Questions and comments with reference to the detailed specifications and to purchasing procedures or other administrative issues relative to this request for proposal should be directed to:

**Molly Rickert
Purchasing Services
University of Northern Iowa
103 Gilchrist Hall
Cedar Falls, Iowa 50614-0008
Telephone: (319) 273-6448**

SECTION V

GENERAL CONDITIONS OF THE CONTRACT

- 5.1 **Licensed in Iowa** The successful vendor must be licensed to do business in the state of Iowa and comply with the provisions of Chapter 496A, Code of Iowa.
- 5.2 **Commercial Advertising** In submitting this bid, the vendor agrees **not** to use the results as a part of any commercial advertising without prior approval of UNI.
- 5.3 **Sponsorship** The awarded vendor must agree to negotiate a sponsorship with the University Athletic Department and their partners.
- 5.3 **Laws** Terms and provisions of this bid solicitation and any contract resulting from this bid solicitation shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this bid solicitation, or contracts resulting from this bid solicitation, shall be instituted in the appropriate courts in the State of Iowa.
- 5.4 **Assignment** Any contract resulting from this bid solicitation may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party and the bonding company, if appropriate.
- 5.5 **Payment and Pricing**
- 5.5.1 **Pricing will be figured at the trip rate* plus any additional hours, mileage, and layover time that may apply. (*The trip rate provided must include basic operating expenses, fuel cost and drivers time.) All invoices must be itemized and make reference to the original charter confirmation.**
- 5.5.2 **Deadhead Miles- No payment will be made for deadhead miles.** Charges will begin at the location of trip origin. Please bid you rates accordingly.
- 5.5.3 Invoices must be itemized, indicate the University contract/PO number, trip rate, any additional hours and mileage charged, as well as the total/miles (if they exceed the basic rate), must be included on the invoice. List any driver layover or overnight charges. The specific size of bus utilized (i.e., 55 passenger touring coach, 35-40 passenger motor coach, 25 passenger) tour bus as well as the company's assigned bus number must be provided.
- 5.5.4 Invoices referencing the contract for departments requesting services require the following additional information for each trip billed:
1. Department or sport name
 2. University employee who requested the trip
 3. Itinerary of trip (to include charter confirmation number)
 4. Bus size and Bus Number
 5. Base Fare
 6. Extra Driver Time - if applicable
 7. Extra Mileage charge - if applicable
 8. Overnight Charge - if applicable
 9. Extra Driver Charge - if applicable
 10. Total charges on the bill

5.6 Code of Fair Practices

During the performance of this contract, the Contractor agrees as follows:

- 5.6.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age or physical or mental disability, or status as a Vietnam-era/disabled veteran. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age or physical, mental disability, or status as a Vietnam-era/disabled veteran except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Board of Regents setting forth provisions of this nondiscrimination clause.
- 5.6.2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex, age or physical, mental disability, or status as a Vietnam-era/disabled veteran except where it relates to a bona fide occupational qualification.
- 5.6.3 The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.6.4 The Contractor will comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order #15 of 1973, as amended by Iowa Executive Order #34 of 1988, Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967, the Equal Employment Opportunity Act of 1972, and all provisions relevant to fair application of the rules and regulations of the Board of Regents and of its institutions. The Contractor will furnish all information and reports requested by the Board of Regents or its institutions or required by or pursuant to the rules and regulations thereof and will also permit access to its payroll and employment records by the Board of Regents or its institutional representatives for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.
- 5.6.5 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations or requests, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the Board of Regents. In addition, the Board of Regents or its institutions may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965 as amended, Chapter 601A, Code of Iowa, as heretofore and hereafter amended, or by the rules and regulations of the Board of Regents or its institutions or as otherwise provided by law.
- 5.6.6 The Contractor will include the provisions of Paragraph 5.6.1 through 5.6.5 hereof in every subcontract and purchase order unless specifically exempted by approval of the Board of Regents, in accordance with the rules and regulations of said Board, so that such provisions will be binding on each Subcontractor and vendor. The Contractor will take such action with respect to any Subcontractor or purchase order as the Board of Regents or its institutions or the authorized representative thereof, may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation by a Subcontractor or vendor as a result of such direction by the Board of

Regents or its institutions, the Contractor may request the state of Iowa to enter into such litigation to protect the interests of the state of Iowa.

5.7 Termination

- 5.7.1 UNI may terminate the contract resulting from this bid at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this bid solicitation and the resulting contract.
- 5.7.2 With the mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
- 5.7.3 UNI may terminate the contract resulting from this bid at any time that the bidder fails to (a) provide safe, clean, and well-maintained buses, (b) cooperative drivers, or (c) fails to carry out the provisions or make substantial progress under the terms specified in this bid and the resulting contract.

- 5.8 **Remedies Upon Default** In any case where the vendor has failed to deliver or has delivered non conforming goods or services, UNI shall provide a Cure notice. If after notice the vendor continues to be in default, Purchasing may procure goods or services and substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The Attorney General shall be requested to make collection from the defaulting vendor.

5.9 Indemnification

- 5.9.1 To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of Company, its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

- 2.9.2 In any and all claims against UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

- 5.10 **Acts of God** Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, it shall be the responsibility of the vendor to promptly advise Purchasing Services. UNI may elect to cancel all orders on file with the vendor and place the order with another vendor.

- 5.11 **Termination --** If Vendor is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Vendor's insolvency, if Vendor repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely delivery or services for

UNI, or if Vendor is otherwise guilty of a substantial violation of the Contract Documents, UNI may terminate the Agreement after giving Vendor a minimum thirty (30) days written notice, without penalty to UNI.

5.12 **Severability of the Contract** In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

5.13 **Additional Documents to the Contract** Each of the parties hereto agrees to execute and deliver such additional and further documents and instruments as may be necessary or appropriate to carry out the intents and purposes of this agreement.

5.14 **Amendments to the Contract** This agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to this agreement executed by both parties.

5.15 **Responsibility for Employees**

5.15.1 The vendor shall be responsible for the acts and omissions of all the vendor's employees and agents and all subcontractors, subcontractor's employees and agents.

5.15.2 The vendor shall at all times enforce strict discipline and good order among their employees and shall not employ any driver who is unfit or not skilled in the task assigned.

5.15.3 Incompetent or incorrigible employees shall be dismissed from university trips by the vendor when so determined by UNI, and such persons shall be prohibited from returning without the written consent of UNI.

5.16 **Insurance Provisions**

5.16.1 The vendor shall purchase and maintain, throughout the life of this agreement, comprehensive general liability insurance, including contractual liability, and comprehensive automobile liability insurance to protect the vendor from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this agreement, whether such operations be by the seller or contractor, subcontractor, agent, or by anyone else directly or indirectly employed by the vendor. The vendor shall also maintain comprehensive automobile liability insurance and collision damage insurance coverage to protect against all claims arising out of the transportation associated with their operations. In addition, all statutory insurance requirements, including worker's compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa. Limits of such insurance shall be as stated below or the current industry standard.

<u>Type of Insurance</u>	<u>Limit of Liability (Minimum)</u>
Combined Single Limit Liability and Property Damage	\$5 million/per occurrence to include owned, hired and non-owned vehicle

5.16.2 The State of Iowa, the Iowa Board of Regents and UNI shall be named on such policies as "insured" or "additional insured". **Within ten (10) days of receipt of "Notice of Award", the**

vendor shall provide UNI with a certificate of insurance, in a form acceptable to UNI, showing that the vendor is in compliance with the above conditions. The certificate shall also provide that should the policy be canceled or materially changed, thirty (30) days written notice prior to the effective date for the change or cancellation, shall be given directly to UNI Purchasing Services.

- 5.16.3 Failure to maintain insurance coverage throughout the life of the contract, consistent with the provisions of this Section, shall be considered a breach of contract.

SECTION VI EVALUATION CRITERIA

- 6.1 Bids will be evaluated using the following criteria, which are listed below in no particular order. UNI reserves the right to award a contract not based on cost alone but on the criteria which best meets the user's requirements. The decision of UNI will be final and binding.
- 6.1.1 Experience, stability, financial responsibility, and references, which demonstrate to UNI's satisfaction, the expertise and the ability of the vendor to provide the equipment or services outlined in Section III.
- Cost
 - Quality of Equipment offered
 - Ability to provide buses on short notice for emergency situations
 - Satisfactory references
 - Past performance
 - Responsiveness to RFP terms and conditions
 - Financial analysis, most recent financial statement required
 - Inclusion of materials requested in this RFP
- 6.2 **Rejection After Evaluation** Bids may be rejected because of faulty specifications, failure to comply with the requirements of the bid documents, abandonment of the project, insufficient funds, evidence of unfair bidding procedures, failure to provide bid security when required, evidence of vendor's financial instability, or if it is in the best interests of the University.

SECTION VII

FORM OF BID

UNIVERSITY OF NORTHERN IOWA REQUEST FOR QUOTATION

TOUR BUS AND MOTOR COACH CHARTER SERVICE

7.1 The undersigned vendor, in response to request for quotation #Q8568, having examined the Bid Instructions and Conditions, Scope of Work, General Conditions of the Contract, Detailed Specifications, hereby proposes to furnish school bus and charter bus service, in accordance with the proposed Contract Documents, within the time set forth therein.

Service Requested	Price by Vehicle Type			
(see Scope of Work section III. for details)	25 pass. Coach	35-40 pass. Coach	47 pass. Coach	55 pass Coach
1.) Trip Rate - Local Basic rate for 3 hour period_ Within 60 miles of Cedar Falls. Base miles included _____	\$ _____	\$ _____	\$ _____	\$ _____
2.) Trip Rate - Local Basic rate for 8 hour period_ Within 60 miles of Cedar Falls. Base miles included _____	\$ _____	\$ _____	\$ _____	\$ _____
3.) Trip Rate - Over Road Basic rate for 8 hour period Greater than 60 miles from Cedar Falls One way. Base miles included _____	\$ _____	\$ _____	\$ _____	\$ _____
4.) Trip Rate - Over Road Basic rate for 8 hour period Greater than 60 miles from Cedar Falls Round Trip. Base miles included _____	\$ _____	\$ _____	\$ _____	\$ _____
5.) Weekend Differential Expressed as a percentage	_____ %	_____ %	_____ %	_____ %
6.) Extra hour(s) charge Beyond trip rate (Normal)	\$ _____	\$ _____	\$ _____	\$ _____
7.) Extra hour(s) charge Beyond trip rate (Overtime)	\$ _____	\$ _____	\$ _____	\$ _____
8.) Extra Mileage charge Beyond trip rate	\$ _____	\$ _____	\$ _____	\$ _____
9.) Driver over-night charge One sum per driver, lodging & meal	\$ _____	\$ _____	\$ _____	\$ _____
10.) Extra driver charge per hour	\$ _____	\$ _____	\$ _____	\$ _____
11.) Audio / Video equip. use per day	\$ _____	\$ _____	\$ _____	\$ _____

13.) Number of Vehicles _____
available for university charter.

24 Hour Emergency Phone Number _____

It is estimated that emergency weather-related requirements for bus trips will be handled on a _____ hour(s) advance notice.

Interstate Commerce Commission Motor Carrier Number _____

Iowa Charter Authority is applicable for charters originating in Black Hawk County _____ Yes _____ No (check one).

7.2 You are asked to take a group of 35 students via a 35-40 passenger motor coach to the NABL Center, 400 Technology Place, Waverly, Iowa 50677. Pick-up time is 8 AM at the entrance of the Maucker Union. You are asked to pick the group up at the NABL Center at 10 AM and return to the North entrance of the Maucker Union. **Use AAA Motor Club's best route to calculate mileage.** \$ _____

7.3 You are asked to transport 65 student athletes and their luggage in two (2) 40-47 passenger motor coaches, one way to the Waterloo Airport on a Saturday. Pick-up will be at 6 AM at the back entrance of the Wellness and Rec Center. **Use AAA Motor Club's best route to calculate mileage to the airport.** \$ _____

7.4 You are asked to transport the UNI Football Team in four (4) 55 passenger touring coaches to an away game at Western Illinois in Macomb, Illinois. Pick-up will be at 1 PM on the Friday prior to the game in back of the Wellness and Rec Center. **Use AAA Motor Club's best route to calculate mileage to Macomb, Illinois.** The Athletic coaches require bus service while in Macomb until 10 PM on Friday evening adding approximately 30 extra miles per bus. On Saturday the football team will be transported for Breakfast at 8 AM and practice locations prior to the game adding an additional 15 miles per vehicles. Return trip will begin at 7 PM Saturday from Macomb, Illinois. \$ _____

7.5 You are asked to transport the UNI Tennis team in one 25 passenger motor coach, round trip to the University of Iowa's Kinnick Stadium, 1 Elliot Drive, Iowa City, IA on a Saturday. Pick up will be at 8 AM at Wellness and Recreation Center. Return trip will begin at 2 PM and return to the Rec Center. **Use AAA Motor Club's best route to calculate mileage to Kinnick Stadium.** \$

7.6

7.6.1 Company Background:

- (a) How long has your company offered charter bus service?

- (b) How long has your organization been in the business under its present name?

- (c) If a corporation, answer the following:
Date of incorporation? _____
President's name? _____
- (d) If individual or partnership, answer the following:
Date of Organization? _____
Name and address of all partners (state whether general or limited partnership)

- (e) If other than corporation or partnership, describe organization and names of the principals:

- (f) Normally employed during the indicated contract period are the following number of people, including supervisors and office staff (provide a list of Driver's Names and certifications)
Part Time (less than six hours per day) _____

- Full Time (six hours or more per day) _____

Supervisors _____

Other _____

- (g) Have any claims been made or lawsuits filed against you for non-performance or inadequate performance of any services which you provided?

7.6.2 Equipment offered for Charter. By bid category list make model and year of vehicles that will be used to fulfill the contract commitments.

55-60 Passenger Tour Coach

40 - 47 Passenger Motor Coach

35 - 40 Passenger Motor Coach

25- 30 Passenger Tour Bus

7.7 Experience in providing school bus and charter bus service contracts (see Subsection 4.6.7, Section IV):

7.8 Vendor acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

7.9 Vendor acknowledges meeting minimum qualifications which are required by Sections I and II.

7.10 The undersigned Vendor provides the following references as examples of the services specified having been provided within the last three (3) years. UNI reserves the right to check additional sources or make any further investigations deemed necessary (this information may be provided on a separate sheet).

	<u>Customer Address</u>	<u>Customer Contact Person/Phone #</u>
#1		
#2		
#3		

- -

Vendor's experience with the above references (this information may be provided on a separate sheet).

#1	_____ _____ _____
#2	_____ _____ _____
#3	_____ _____ _____

7.11 The Vendor states that the Vendors listed below represent the only subcontractors that will be utilized, to perform services, if awarded this contract. Use a separate sheet if additional names are provided.

	<u>Subcontractor's Company and Name or Owner</u>	<u>Business Address</u>	<u>Contact Person and Phone Number</u>
#1	_____ _____ _____	_____ _____ _____	_____ _____ _____
#2	_____ _____ _____	_____ _____ _____	_____ _____ _____
#3	_____ _____ _____	_____ _____ _____	_____ _____ _____

7.12 The Vendor states that if awarded this contract for services shown in Section III, the address listed below is the official business address:

7.13 The Vendor states that full compliance with the Contract Documents is maintained in this bid, unless otherwise stated on Attachment A, submitted in response to this Request For Bid.

7.14 The Vendor understands that UNI reserves the right to accept or reject any and all bids, to waive irregularities, defects, or technicalities in any bid, and accept that bid(s) in whole or in part that it deems to be in its best interest.

7.15 The Vendor agrees their bid is an offer to UNI that may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of bids.

7.16 The Vendor hereby certifies by signing below: that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; (b) that the Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham bid; (c) that the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that the Vendor has not sought by collusion or kickback to obtain any advantage over any other vendor or over UNI.

Business Name _____

Official Business Address _____

Federal Employment Identification Number _____

Firm's State or Foreign Country of Residence _____

Authorized Signature _____

Name Printed or Typed _____

Title _____ Telephone No. _____

Date _____

Vendor's representative to contact during normal office hours regarding this bid _____

Telephone number of this representative: _____

**ATTACHMENT A
BID COMPLIANCE FORM**

Please note: Your bid may not be considered complete unless the following are included with your offer, indicate compliance in the space provided:

Compliance

- ☐ Request for Proposal Form signed by your company's authorized official.
- ☐ Form of Bid (pages 20 thru 26) completed and signed by your company's authorized official.
- ☐ References (Section 7.10, page 24).
- ☐ Copy of current insurance certificate (Section 5.16 page 18).
- ☐ Most recent financial statement or independent auditor's report (Section 6.1.1 page 19)
- ☐ A completed list of all trade secrets or proprietary information claimed under Iowa law as provided in Subsection 4.2.6
- ☐ Any and all subcontractor(s) that will be used according to Subsection 4.18, Page 14

NOTE: Additional copies may be made as necessary.

I hereby certify total compliance with all terms, conditions, and specifications of this request for proposal except as expressly stated below.

RFQ Item Number	Comments

Signature_____

Name Printed or Typed_____

Date_____