



141564382

Charter Bus for Governor's School 2021

Issue Date: 3/17/2021

Response Deadline: 3/30/2021 03:00 PM (CT)

Contact Information

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Event Information

Number: 141564382
Title: Charter Bus for Governor's School 2021
Type: ITB (Informal)
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Ship To Information

Contact: Receiving Department
Address: Middle Tennessee State University
1672 Greenland Drive
Murfreesboro, TN 37132
Phone: 1 (615) 898-2959

Billing Information

Contact: Accounting Services
Address: Middle Tennessee State University
CAB 106 CART
Murfreesboro, TN 37132
Phone: 1 (615) 898-2940
Email: invoice@mtsu.edu

Bid Attachments

BID_TERMS_AND_CONDITIONS_Oct_2018.pdf

[Download](#)

BID_TERMS_AND_CONDITIONS_Oct_2018

Ethnicity Report Form.doc

[View Online](#)

Save to your computer and complete, then attach to your bid before completing. NOTE: If you have an ethnicity report on file in MTSU Procurement it is not necessary to complete this form again.

Bid Attributes

1 MTSU Standard Terms and Conditions

I have read and understand Middle Tennessee State University's Standard Terms and Conditions.

Yes, will comply
(Required: Check if applicable)

2 Other MTSU Departments

I certify that if selected as the successful proposer, this proposal may be applied to other MTSU Departments. This does not mean that other departments are required to purchase under this ITB.

Yes, I will comply.
(Required: Check if applicable)

3 Other TBR, UTK Institutions and State of Tennessee

I certify that if selected as the successful proposer, this proposal may be applied to all TBR Member Institutions, with the option for the University of Tennessee System of Higher Education and the State of Tennessee Departments to utilize the resulting Agreement. This does not mean that other TBR, UTK, institutions or State of Tennessee Departments are required to purchase under this Bid/Contract.

Yes, I will comply
(Optional: Check if applicable)

4 Prompt Payment Discount

The University is governed by the Tennessee Prompt Pay Act of 1985 which allows 45 days for payment of invoice. It is common practice to pay all legitimate charges within a thirty (30) day period from receipt of undisputed invoice. A prompt payment discount will be considered in the award process when given for 30 days(Ex. 1% Net 30). Proposer is not required to submit a payment discount, however the University will attempt to take advantage of any payment discounts when offered (Ex. 1%/15 days, Net 30 days), but is not required to make payment before 30 days. Payment terms for less than thirty-(30) days will not be considered and may cause your entire proposal be considered non-compliant.

(Optional: Maximum 1000 characters allowed)

5 Corporations

Corporations must be duly authorized to do business and be in good standing under The Laws Of The State Of Tennessee.

6 Company History & Reference Requirement

Vendor will provide a brief history of your company with organizational structure and highlight personnel credentials and qualifications.

Provide three (3) references of previous work performed in the same size and scope of this project. Include company's name, contact's name, phone number, and email address.

References will be used in evaluation; therefore, negative or lack of may deem your bid non-compliant.

(Required: Maximum 1000 characters allowed)

7 Award Criteria (other)

An award for this bid shall be made to the lowest responsive and responsible bidder for each item, group, or total. Award may be split when it is in the best interest of the Institution.

8 Firm Price Period

State the period bidder agrees that their bid prices and/or bid discounts will be firm.

(Required: Maximum 1000 characters allowed)

9 Number of Years in Business

Company must have been in business providing charter bus service for at least three (3) years. Enter the number of years your company has been in business.

(Required: Numbers only)

10 Licenses, Permits, and Certificates
All Proposers must have all Licenses, Permits, and Certificates required by Federal and State Laws for the performance of this Contract. Procurement Services reserves the right to require Vendors to provide evidence of possession of all Licenses, Permits, and Certificates. Failure to provide the documents upon request will cause your bid to be considered as non-responsive and cause the vendor to be removed from receiving future bid notifications.

Yes, I agree
(Required: Check if applicable)

11 Assignment and Subcontracting
Proposer must identify any intended subcontracts, indicating the scope of work to be subcontracted and the name(s) of potential sub-Bank(s). All subcontracts are subject to approval by University. Despite the existence of subcontracts, the Proposer who is awarded the contract pursuant to this bid will remain responsible for all work performed or duties owing under the contract.

(Optional: Maximum 1000 characters allowed)

12 Open Records Act
All proposals shall become public documents of the State of Tennessee, open for review by the public in accordance with the requirements of the Tennessee Open Records Act. If an ITB is re-advertised, all prior offers and/or proposals shall remain closed to inspection by the bidders and/or public until evaluation of the responses to the re-advertisement is complete.

Yes, I agree
(Required: Check if applicable)

13 Waiver of Minor Deviations
Institution may waive minor variances in a Vendor's proposal. Such a waiver does not change the specifications of the ITB.

14 Expansion of Services
At INSTITUTION'S sole discretion, it may request an expansion or reduction of the services provided by the CONTRACTOR herein, at which time the parties shall negotiate in good faith commensurate with the expansion or reduction.

Yes, I agree
(Required: Check if applicable)

15 Purchase Order Release
A Purchase Order will be prepared and sent to the Awarded Vendor to establish contract. The University Purchase Order will be the contract for the University. If awarded Vendor attempts to secure a signed contract after the bid opening their bid will be rejected and University will move to the next lowest vendor.

Yes, I will comply
(Required: Check if applicable)

1
6 **Liability Insurance Requirement**
The Contractor shall maintain a commercial general liability policy. The commercial general liability policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to the Institution both certificates of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution. The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising out of or resulting from the services under this Contract.

1
7 **Tax Exempt Institution**
MTSU is tax exempt and therefore does not pay sales tax. Vendors making improvements or additions to, or performing repair work on real property for Institution are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract. A copy of the Tax Exempt Certificate will be provided to the successful bidder.

1
8 **Liquidated Damages**
Failure to provide bus units that meet or exceed bid specifications will result in a \$100 deduction, per occurrence, to be deducted from invoice.
 Yes, I will comply
(Required: Check if applicable)

1
9 **Prohibition on Hiring Illegal Immigrants**
In compliance with the requirements of Tennessee Code Annotated Section 12-4-124, Contractor hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United State in the performance of this Agreement.
 Yes, I will comply
(Required: Check if applicable)

2
0 **State Contracts**
Procurement Services reserves the right to utilize existing Institution Contracts, Tennessee Board of Regents authorized Contracts, University of Tennessee Contracts and State of Tennessee Contracts to fulfill part or all of any Contract when it is deemed to be in the best interests of the Institution.

2
1 **Fuel Surcharge**
Vendor shall include in bid price a fuel cost per gallon for each trip listed in your bid. Vendor must supply a base fuel cost, trip miles and miles/per gallon as part of bid note section. Any fuel surcharges will be considered as a separate charge and paid after the service has been performed. For fuel surcharges to be approved for payment, the University shall base any approval upon documented reasons for fuel surcharge request. If fuel surcharge is approved it will be calculated as the difference between base fuel charge times miles/gallon from mileage vendor provided. Example: Base fuel charge included in bid of \$3.00/gallon for 1,000 trip miles at 6 miles/gallon. Fuel surcharge requested \$0.25/gallon x 167 gallons fuel based on 6/miles per gallon = \$41.75. Failure to supply information requested may forfeit any consideration for additional fuel surcharges. The University shall be final authority for approving any fuel surcharge requests. If applicable.

(Optional: Maximum 1000 characters allowed)

2
2 **Force Majeure**

The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.

Yes, I will comply
(Required: Check if applicable)

2
3 **Tennessee Sales and Use Tax Registration**

A) Before a purchase resulting from this ITB can be made, the apparent successful Bidder must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax and must provide a copy of its registration to Institution's Office of Procurement Logistic Services. This is a mandatory requirement for an award of any purchase or contract pursuant to this solicitation

B) However, nothing in this section shall require a Bidder to register if the Bidder does not make sales to customers in Tennessee of taxable goods or services. IF the Vendor does not make sales to customers in Tennessee of taxable goods or services, by its signature on this ITB, it is certifying to the Institution that it does not make sales to customers in Tennessee of taxable goods or services.

[Vendor Must Select and Provide] Yes - I have attached Sales & Use Tax Certificate
 No - I do not sell goods or services in Tennessee
(Required: Check only one)

2
4 **Vendor Note if Bid Mailed or delivered**

Vendors are encouraged to log-in and register as a supplier at MT \$ource - (<http://mtsource.ionwave.net>). Non-Electronic Sealed Bids must be mailed or hand delivered and received by Procurement Services before the bid deadline. Sealed Bid responses to this proposal must include the original and a copy submitted in a sealed envelope for evaluation purposes. Include the Bid Number on the outside of the envelope. Also, failure to properly respond to the required fields [i.e. INITIALS/Signature, "Yes,I agree", or "Yes, I will comply"] will cause your bid to be considered non-compliant. MTSU Procurement Services along with the 'end-user' will be the 'final authority' for determining compliant bid specifications. All bids shall include all educational and governmental discounts including Higher Education Discounts.

2
5 **Digital Signature**

By entering your name in the field provided you are accepting the terms of this bid. You agree that your typed name will serve as your electronic digital signature. Failure to sign this Proposal will result in the disqualification of your entire ITB Proposal.

(Required: Maximum 1000 characters allowed)

Bid Lines

1 Charter buses needed during a period on of June 5, through June 24, 2021. There are five potential trips from MTSU to Nashville and back, see specifications below. Buses needed per trip will be approximately one to three. Enter price for one charter bus per trip specifications below.
(Response required)

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2 Trip Specifications

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

Item Attributes

1. Bus Description and Accessories

- 55+ Passenger Charter Bus 2010 or newer.
- Working and well maintained air conditioning/heating.
- Working and well maintained restroom(s).
- Working VCR/DVD with satellite television.
- Windows that are functional.
- Emergency exits.
- Clean underneath storage.

Yes, I will comply
(Required: Check if applicable)

2. Scheduling and Potential Locations from Past History

- At this point there is five (5) potential events however this is subject to change with proper notification.
- Events are tentative and scheduled between June 5, 2021 and June 24, 2021.
- Specific dates are to be determined and will be provided to successful bidder no later than thirty (30) days prior to the event. The University reserves the right to change locations and dates with proper notification.
- All trips will be one day events, leaving and returning to MTSU.

Potential locations:

- First Presbyterian Church, 4815 Franklin Rd, Nashville TN
- FALL in Nashville, 438 Houston St. Suite 257 Nashville Tn.
- Watkins School for the Arts, 2298 Rosa L. Parks Blvd, Nashville TN

Yes, I will comply
(Required: Check if applicable)

3. Trip Notes

Successful bidder will assure:

- The bus driver's 24 hour reliable cell phone contact information must be provided.
- Company service representative's 24 hour reliable cell phone contact information must be provided.
- No fueling while team is on board.
- Pickup and delivery will be at the Wright Music Building, MTSU campus.
- Driver will stay with group throughout trip.

Yes, I will comply
(Required: Check if applicable)

4. Trip Changes and Deadlines

State your policy for trip changes by indicating the deadline (i.e. number of days prior to event) that trip dates, number of buses, or cancellations must be confirmed without additional costs. If none enter NA.

(Required: Maximum 1000 characters allowed)

5. Additional Cost for Trip

Enter cost for changes or cancellations made outside of cancellation/Changes/Deadlines. If none enter NA.

(Required: Maximum 1000 characters allowed)

6. DOT Safety Rating/COI

Include your DOT Number and current Safety Rating report, current W-9, and a certificate of insurance that meets the bid specifications. Indicate if already on file (if data on file is 5 years or older, updated documents required) . Failure to provide may cause your bid to be rejected.

(Required: Maximum 1000 characters allowed)

7. COVID 19

All trips are contingent to any COVID policies and COVID capacities at time of trip.

Yes, I will comply

(Required: Check if applicable)

