



INVITATION TO
 BID THIS IS NOT
 AN ORDER

1. The university is an agency of the Commonwealth of Massachusetts and is exempt from any State tax or Federal excise tax.
2. Unless otherwise stated, the unit price shall be the net price. Separate unit and total prices must be shown if applicable.
3. Unless otherwise stated, all quoted prices shall be FOB university address inside delivery.
4. Responses must be received on or before Monday, **April 12, 2021 by 12:00 p.m. and send to Reynaldo Ramos via EMAIL to rramos@salemstate.edu or mail to the Purchasing Department, Salem State University, Administration Building, 2ND Floor, 352 Lafayette Street, Salem, MA 01970-5353**
5. Submit one (1) original if mailing, electronic submissions preferred.
6. Salem State University reserves the right to waive informalities and to reject any and all bids; or to accept the bid deemed best for the Commonwealth
7. Questions and Responses must be submitted in writing via EMAIL to: rramos@salemstate.edu
Reynaldo Ramos, Senior Director of Purchasing and Vendor Relations, Salem State University, 352 Lafayette Street. Administration Building, 2nd Floor, Salem MA 01970
 Phone: 978-542-7321
 Questions must be in writing. Answer will be sent out as an addendum to the RFP to all vendors and will be posted on CommBuys.com
8. Reference: **RFP SSU 2021-07 Shuttle & Charter Bus Service**

SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
See Attached Specifications		

EQUAL OPPORTUNITY

The contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, color, religious creed, national origin, and/or ancestry. The contractor agrees to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination with respect to the Fair Employment Practice laws of the Commonwealth which are herein made of this contract reference.
 Vendor Information

 COMPANY

 ADDRESS

 CITY STATE ZIP

 TELEPHONE

 AUTHORIZED SIGNATURE

 NAME TITLE

 FEDERAL EMPLOYER'S ID CODE 9DIGITs



**Request for Proposal
Shuttle and Charter Bus Service**

Salem State University (Awarding Authority) is requesting bids for **RFP SSU 2021-07 Shuttle and Charter Bus Service**.

Proposals will be due by Monday, April 12, 2021 12:00 PM. Bidders assume all risks in seeing to it that their bids are received in the Purchasing Director’s Office prior the deadline. Responses must be received on or before Monday, **April 12, 2021 by 12:00 p.m. and send to Reynaldo Ramos via EMAIL to rramos@salemstate.edu or mail to the Purchasing Department, Salem State University, Administration Building, 2ND Floor, 352 Lafayette Street, Salem, MA 01970-5353** Submit one (1) original if mailing, electronic submissions preferred. File may not exceed 10MB.

Bid specifications are available and must be returned to the office of:

Reynaldo Ramos
 Director of Purchasing
 Salem State University
 352 Lafayette Street
 Salem, MA 01970
 Scanned copies will be accepted at rramos@salemstate.edu

All inquiries should be directed by email to Reynaldo Ramos and must depict in the title **“RFP SSU 2021-07 for Salem State University Shuttle & Charter Bus Service”** in large bold letters.

Proposed Procurement Timetable:

Steps	Approximate Dates
RFP Release	Monday, March 22, 2021
Vendor’s Questions due	Monday March 29, 2021 by 12:00 PM and Email to Reynaldo Ramos rramos@salemstate.edu
Answers to Vendors Questions posted	Monday April 5, 2021
Bid Responses Due	Monday April 12, 2021 at 12:00PM
Finalist Presentations, Site Visits & Reference Check	Month of April 2021
Award	Month of May 2021
Sign Contract	June 1, 2021
Contract Commences	July 1 st 2021

Salem State University reserves the right to reject any and all bids and to waive any informality in bids received when such rejection or waiver is in the best interest of Salem State University. Salem State University reserves the right to accept any bid where it is determined to be in the best interest of the University to do so.

VENDOR IDENTIFICATION (must be completed)

COMPANY NAME: _____

DBA: _____

Company's Federal ID Number: _____

Address: _____

Remit To Address: _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NO _____ Toll Free or "800": _____

Fax Number: _____

E-Mail Address: _____

Web address: _____

Name _____

Title _____

Authorized Signature _____

Date: _____

Main Contact: _____

Person responsible for proposal (if different)

Section I General Information

A. INTRODUCTION & OBJECTIVE

Founded in 1854, Salem State University is one of the largest of the nine state colleges in Massachusetts. You can visit our website www.salemstate.edu to get background information and our mission statement.

Salem State University (hereafter referred to as the “University” or “Salem State” or “SSU”) is hereby soliciting competitive proposals from qualified and experienced companies ordinarily engaged in the business of providing safe shuttle and safe charter service to institutions of higher education.

Salem State University requests bids for the operation of shuttle bus routes for students and staff as follows:

Campus Shuttle: This route provides service around the campuses Monday through Friday 7:30am to 4:00pm and only services on-campus stops. The Campus Shuttle runs continuously but should never run in tandem. For academic year 2020-21 one (1) bus runs on Monday and Friday from 7:30am to 3:30pm (8 service hours per day) and two (2) buses run on Tuesday, Wednesday, and Thursday from 7:30am to 4:00pm (17 service hours per day).

Other routes may be necessary from time to time depending on a number of factors (e.g. adding a shuttle to the Area Hotels, due to student over capacity on campus). In addition, existing shuttle routes may be extended to earlier or later times. Selected company shall support future growth for additional buses, extended hours, or additional routes based on SSU needs at its discretion. SSU will discuss this with the finalist during the contract process. This will be reflected in the cost calculation spreadsheet, Appendix A, which is based on **hourly rates**.

Athletic Charter Buses: To be determined on an ad-hoc basis.

Link in Appendix IV are the schedules of the University’s athletic teams. Charter bus services will be required for all away games for each sport. We are not asking for you to price each athletic trip, we are just giving you this information, so you have an understanding of the athletic charter needs. Hourly rates shall be provided per specification of equipment, e.g. 28 passenger bus, etc.

Additional Charter Buses: To be determined on an ad-hoc basis. Additional charter services are required by the University for a variety of activities and trips. In the school year these trips include, but were not limited to: Cat Cove Marine Laboratory (Salem, MA), Area High Schools, Roller World (Saugus, MA), Boston (i.e. Fenway Park, theatre district, Boston Harbor), Peabody Essex Museum (Salem, MA), Six Flags New England, Woods Hole (Falmouth, MA), Montreal, Baltimore, and New York City.

These shuttle bus services only run during the academic year from September to May. University Police will advise the selected winner of the bid of the holiday schedule when the

buses do not have to run, e.g. President's Day, Patriot's Day, Spring Break, Semester Break, snow days, etc. For further information on the routes, hours, schedule of, shuttle stops, driver break schedule, run time, school closing policy, etc. go to

<https://www.salemstate.edu/community/campus-map/campus-shuttle-bus-information>

B. TERM OF CONTRACT

The intent of the University is to enter into a three (3)-year contract (base period). After the initial three (3)-year term, the contract may be extended upon mutual consent of both parties for two (2) additional one-(1) year terms (extension period), not to exceed the maximum five (5) year contract. **The contract will commence July 1, 2021.** The contract will be reviewed annually (during the base period) and the selected vendor will be advised whether the contract will be extended prior to the extension period (s).

C. SPECIFICATIONS

It is not the intention of these specifications to rule out or eliminate any prospective bidder. If the materials or services you intend to bid do not comply with the specifications as they are written, you are instructed to attach to your bid proposal a complete itemization and explanation for each deviation or variation to the specifications. The University will, at its discretion, consider or deny any deviation and award the contract based on the service that best meets Salem State's needs. The bidder shall not purposely bid service of a lesser quality than specified.

Further, as part of this bidding process, **vendor may submit a proposal for the shuttle service, or the charter service, or both the shuttle and the charter services.** Our preference is for one vendor to handle both, but this format allows vendors to submit as best coincides with their operation and best suits the university needs.

There are other operational items we would request the respondents to explain in their submission:

- We are open to some creative ideas.
 - Would we be better served by adding or substituting some smaller vehicles at certain times of the day?
 - Should we consider substituting and/or supplementing shuttles with ride hailing service.
- It will be part of the partnership wherein the vendor will provide recommendations as to operation parameters, e.g., number of stops, stop locations, route timing, etc.
- SSU is looking for a company that can advise and take the lead on transportation matters and advice, e.g. develop route schedules, timed departure schedule vs. continuous operation (stop drop/pickup and go)

- SSU is looking for an IT savvy company who can assure us the technology for people counting, GPS, onboard video displays (TV's/DVD's), Wi-Fi, and apps will be up and running at all times.
- Salem State University is currently supplied with a shuttle bus GPS map that is provided by our incumbent vendor. This map provides the university's community members with a better sense of campus shuttle locations by showing the up-to-date shuttle bus positions and routes being travelled. The shuttle bus GPS map is available through the SSU website and can be accessed through a desktop as well as portable devices.
- There is a strong desire to also incorporate a mobile application linked to this map as an alternate way of accessing this data. We would prefer if this app is compatible with both Droid and Apple devices. Please indicate if you are able to provide a comparable service. Such cost for this service must be included in total cost proposal.
- In addition, we are requesting an electronic counting mechanism be included on all buses on the shuttle route. Such cost for this service must be included in total cost proposal.
- Finally, on any charter service (especially those of a long duration) buses must be equipped with Wi-fi technology so students or passengers can access internet readily on any trip. Again, such costs should be included in price quoted.

D. ISSUING OFFICE

The Purchasing Department of Salem State University is the issuing office for this document and all subsequent addenda relating to it. The Purchasing Department is the sole point of contact with regard to all procurement and contractual matters relating to requirements described herein. The Purchasing Department is the only office authorized to change, modify, and clarify, etc., the specifications, terms, and conditions of this request for proposals and any contract awarded as a result of this request for proposals.

All requests for clarification should be in writing to Reynaldo Ramos, Senior Director for Purchasing and Vendor Relations at rmos@saalemstate.edu. All answers will be in writing as an addendum to the RFP.

Salem State University
Reynaldo Ramos
Director of Purchasing
352 Lafayette Street
Salem, MA 01970
Phone 978-542-7321
Email rmos@saalemstate.edu

E. VENDOR INQUIRIES

Vendors have an opportunity to ask questions by Monday, March 29, 2021, at 12:00pm.

Pre-bid meeting: SSU will NOT hold pre-bid meeting on campus. Vendors are strongly encouraged to review SSU CAMPUS MAP (attachment) or to visit the campus on their own to

answer any questions or concerns they may have regarding RFP SSU 2021-07 Shuttle and Charter Bus Services. Covid-19 protocols, physical distance, and mask must be worn at all times. In the event that it becomes necessary to revise this RFP, in whole or in part, an addendum will be posted on COMMBUYS <https://www.commbuys.com/bs/>

**Section II
Bid Instructions**

A. SUBMISSION OF BIDS

If delivering paper copies, three (3) copies of each bid response must be received in the Purchasing Department no later than: **12:00 P.M. on Monday, April 12, 2021. Scanned responses may be sent to rramos@salemstate.edu and are preferred.**

By submitting a bid, the vendor represents that:

1. Vendor has read and understands the request for bid and submits the response in accordance therewith.
2. The vendor possesses the capabilities, equipment, and personnel necessary to provide an efficient and successful service. Please do not respond if you are not in the shuttle/charter transportation business. Please do not respond if you do not own the equipment to fulfill the contract. Please do not respond if you are a broker who is going to broker out this service. Please do not respond if you do not accept credit cards. We work with credit cards and will not be cutting purchase orders for bus service.
3. The vendor is qualified, and an experienced company ordinarily engaged in the business of providing shuttle and charter service to institutions of higher education.
4. The vendor is authorized, licensed, and insured to drive out of state.
5. Price quotes submitted should include all costs, i.e., your hourly rates should be all inclusive no additional costs. The price quotes submitted should include all costs. It should include fuel costs and any other operating and non-operating costs for services. The proposal should also include costs for wi-fi service (for charter) and GPS and electronic counting services (for shuttle). You cannot change or add to the price once submitted.

B. WITHDRAWAL OF BIDS

At any time prior to the hour and date set for submitting bids, a vendor may withdraw the bid. This will not preclude the submission of another bid prior to the hour and date set for submitting the bid.

After the scheduled time and date for submitting bids, no bidder will be permitted to withdraw the bid unless the award is delayed for a period exceeding 60 days.

C. OPENING OF BIDS

Vendors are responsible to assure their bid is delivered or sent to the Purchasing Department by the scheduled date and time. Only those bids which are received in a timely fashion as set forth in this RFP will receive consideration. Late bids will be dated, marked as received late, and placed unopened in the bid file.

D. EVALUATION OF BIDS

During the initial phase of the evaluation process the RFP Review Committee will evaluate and summarize the bids. First, **non-responsive bids** (those not conforming to RFP requirements) will be eliminated.

The award will be made to the most responsive and responsible bidder offering the best service and most economical bid as defined by the University. All bidders, in submitting bids, concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method. In general, the following criteria will be used:

1. The quality and performance of the service and equipment to be provided by the vendor as determined by Salem State University.
2. Cost reduction as evidenced through competitive pricing (including payment terms) and other cost saving methods proposed.
3. Availability of prompt service as evidenced by adhering to the University's schedule.
4. Reputation of the supplier as evidenced by Salem State and outside referrals.
5. Relevant vendor experience in similar enterprises. Experience in higher education will be considered an asset.
6. Vendor's commitment to quality service as evidenced by the vendor's commitment to monitor and improve services and customer satisfaction.
7. Selected vendor must be able to accept credit card payment as is Salem State University's preferred and current method of payment. ACH payment is anticipated to be an available electronic, flexible, cost-effective method in the near future.
We will not be issuing purchase orders for this service.
8. Number of years in business and size of staff and fleet. At least five years of coach charter experience, regular full-time management, operations, and maintenance staff.
9. Age of fleet.
10. Professional associations and affiliations.
11. Ability to affix name of university and university logo on the buses for marketing opportunities including web site.
12. Availability of managerial decision makers to communicate with Salem State University in expediting and resolving problems in a timely manner. In some cases, we may need to communicate with the company 24/7

E. FACILITY AND EQUIPMENT TOUR

At the conclusion of this initial bid evaluation phase, it is anticipated that viable candidates will be selected for detailed review and evaluation. As part of this detailed review and evaluation process, the selected vendors may be required to provide the University with a presentation and a tour of their facility, equipment, training, and preventative maintenance records.

Salem State may award the contract or determine finalist vendors without the benefit of a tour or demonstration. Accordingly, each initial bid should be submitted setting forth most favorable price and service capabilities.

F. CONTRACT AWARD

Salem State University reserves the right to reject any or all bids received, or waive any informalities or irregularities therein, and/or request new bids if the Purchasing Department determines it is in the best interest of the University.

**Section III
Proposal Format**

A. PROPOSAL FORMAT

All bids shall include the following:

1. Letter of Transmittal: Prepared on the service provider's business stationery, it should accompany the Bid Form. The purpose of this letter is to transmit the bid; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm.
2. Description of Services: Bidders are advised to supply all information as requested. Any other information that may be relevant but does not fall in the above format should be provided as an attachment.
3. Terms and Conditions: A specific, point by point acknowledgment and acceptance of, or exception to, each and all terms and conditions specified in section IV of this RFP, as well as the general terms and conditions contained in the Commonwealth of Massachusetts Standard Contract form and Terms and Conditions form (Attachment 1). The winning bidder will be required to sign a Commonwealth of Massachusetts Standard Contract *and* the Commonwealth of Massachusetts Terms and Conditions.
4. Completed Bid Form: The provided Bid Form shall be completed and signed by an individual who is authorized to bind the firm. The Bid Form has been provided in both electronic and paper copy.
5. Certificates of Insurance: Each respondent **must** provide a copy of certificate of insurance. The bidder must have sufficient insurance to travel out-of-state.
6. Completion of all pricing spreadsheets as provided under Appendix A and B.

**Section IV
Terms & Conditions**

A. PURCHASE TERMS

Where a term or condition contained in this RFP differs from a term or condition set forth in the state contract, the term or condition of the state contract shall prevail.

B. ADDITIONAL TERMS & CONDITIONS

Except in compliance with Section I C, no additional terms and conditions included with the proposal response shall be evaluated or considered and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this proposal solicitation, including the purchase order terms and conditions referenced herein, are the only conditions applicable to this proposal.

C. PRICING

Quoted pricing shall remain unchanged for the entire term of the base contract as identified in the attachments A, B, C. Vendors may include future pricing in line with the hourly rate structure for the additional two (2) one-year contract extensions. Pricing shall include all costs to operate the service as well as non-operating costs that must be considered for any trip (i.e. non-driver expenses, food, lodging etc.). We also expect all costs to include fuel and toll costs (where applicable). Finally, total price should include costs associated with wi-fi service (for charter) and GPS and electronic counting mechanism (for shuttle).

D. PAYMENT TERMS

Please advise if you offer discounted terms such as 2% prompt payment, etc. The university's preferred method of payment is via credit card. In the near future it's anticipated that ACH payment will be the method of payment but not at the commencement of the contract.

E. EXCUSABLE NON-PERFORMANCE

The vendor will use its best effort to provide satisfactory and uninterrupted service as described in the RFP. The vendor will not be responsible or in default for any failure of service arising from an act of God, civil riot, war, restrictions imposed by governmental authorities, or other causes determined by Salem State University to be beyond the vendor's control.

F. CONTRACT TERMINATION

If the contractor persistently disregards the laws, ordinances, rules, regulations or orders of any authority having jurisdiction, or otherwise is guilty of substantial violation of a provision of the contract documents, or the University deems the services provided to be unsatisfactory, then the

University may, without prejudice to any right or remedy and after given the carrier thirty (30) days written notice, terminate the employment of the carrier.

The University shall be obligated only for those services rendered and accepted prior to the date of Notice of Termination, less any liquidated damages that may be assessed for nonperformance.

G. CONTRACT EXTENSIONS

The contract may be extended, at prices mutually agreeable to both parties. The terms and conditions of the contract shall remain the same. The contract may be extended for up to 2 (two) years in one (1) year increments for a total contract period not to exceed five (5) years, including the base contract and all extension periods.

The vendor shall provide a 120 day advance written notice of the vendor's intent not to renew the contract, or of any changes to pricing required by the vendor as a condition of contract extension.

H. EMPLOYEES

All workers performing services shall be employees of Contractor and shall not under any circumstances be considered employees of Salem State University or be independent contractors. Contractor shall provide and be responsible for all required services and benefits with respect to its employees, including but not limited to worker's compensation and unemployment insurance.

I. CAMPUS SECURITY/PUBLIC SAFETY

In order to ensure and maintain the safety of the campus community and its members, Contractor agrees that it shall not assign any employee to perform services at Salem State University without first getting a Criminal Offender Record Information (CORI) check; a Sexual Offender Record Information (SORI) check; a Motor Vehicles Records (MRV) check pre-employment and annually; and random and or periodic drug testing.

- (i) Criminal Offender Record Information - making inquiry of each employee as to his or her Criminal Record (with the exceptions referenced below), and
- (ii) Requesting, receiving, and reviewing a CORI report as to information available to the general public regarding each such employee as provided under M.G.L. c. 6, sec. 172.
- (iii) Random and/or periodic drug testing

No employee with a Criminal Record or lacking a clear CORI report shall be assigned to work at Salem State University without the prior express written permission of a duly authorized signatory of the University.

For purposes of this section, "Criminal Record" shall not include (i) any arrest or detention not resulting in a criminal conviction; (ii) a first conviction for misdemeanor drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace; or (iii) any misdemeanor conviction more than five (5) years after the conviction or the employee's release from detention, whichever is later, unless the employee has been convicted of any other offense within five (5) years of the date of inquiry.

J. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Massachusetts Salem State University, its Trustees, officers, agents, employees, and contractors from any liability, cost or expense in connection with or growing out of any claims whatsoever by Salem State University for loss or damage to Salem State or by any other person for injury, death, loss or damage to any person or to the property of any person arising from or in any way related to the activities of Contractor. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, judgments, arbitrations, settlements, penalties, and liabilities (including without limitation attorney's fees) incurred in connection with any claim or proceedings brought thereon and the defense thereof, without limitation.

K. INSURANCE

Contractor agrees to obtain and maintain in full force and effect a policy or policies of public liability and property damage insurance, in form and substance satisfactory to Salem State University, under which Contractor and Salem State are named as insured, and under which the insurer agrees to indemnify and hold Salem State harmless from and against all costs, expenses and/or liability arising out of or based upon any and all claims, accidents, injuries and damage included within the indemnification obligations of Contractor set forth in the above paragraph and in this Agreement. The "other insurance" clause shall be deleted from such policy so as to make it clear that the coverage of such policy is primary and any coverage under any policy or policies held by Salem State is secondary. Such policy shall be endorsed to provide a separate general aggregate limit for the work performed under this contract, and will, by its terms, specifically cover the entire term of this contract. Each such policy shall be noncancelable with respect to Salem State without thirty (30) days written notice to Salem State, and a duplicate original or certificate that shall be delivered to Salem State by no later than 15 days from execution of contract. Salem State reserves the right to refuse performance under this contract if such certificate is not provided as specified above. If any policy is canceled, Contractor must obtain and provide Salem State with evidence of a replacement policy on equivalent terms as a condition to Contractor's right hereunder to continue performance of the contract. **The minimum limits of liability of such insurance shall be \$10,000,000 bodily injury, personal injury and property liability combined single limit.** Contractor shall also obtain and provide Salem State with evidence of motor vehicle insurance with \$10,000,000 bodily injury and property damage liability coverage and worker's compensation insurance covering the work of Contractor hereunder or otherwise undertaken by Contractor in connection with the contract. Contractor shall be responsible for obtaining evidence of motor vehicle insurance with \$10,000,000 bodily injury and property damage liability coverage with respect to each agent and subcontractor employed in connection with the contract. Salem State shall have no responsibility or liability for

any loss (by theft or otherwise) of or damage to fixtures or other property of Contractor, its agents, employees, contractors, licensees, visitors or invitees.

L. NO JOINT VENTURE

It is expressly agreed and understood that this contract shall not be deemed or construed so as to create a joint venture, partnership, agency or employer-employee relationship, or make Salem State in any way responsible for the past, current or future debts, fees and/or losses of Contractor.

M. ANTI-KICKBACK PROVISION

This contract is subject to the provisions of the Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 U.S.C. secs. 51-58). By agreeing to this binding Agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of Salem State for the purpose of obtaining this or any other agreement, purchase order or contract from Salem State and (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Copies of the statute and the pertinent regulations may be obtained from Salem State upon request of the Office of Affirmative Action and Government Regulation Compliance.

N. SMOKING

Contractor understands and agrees that Salem State is a smoke-free campus, and that no smoking will be permitted in any Salem State building or vehicle at any time.

O. AFFIRMATIVE ACTION

Contractor hereby certifies that it is an Equal Employment Opportunity employer and that it complies with the provisions set forth in Executive Order 11246, as amended, and with all other applicable state and federal statutes and regulations that prohibit discrimination in the workplace, including but not limited to Department of Labor regulations and The Rehabilitation Act of 1973, as amended. The contract clauses set forth at 41 CFR sec. 60-1.4 (a) and (b), 41 CFR sec. 60-1.7, 41 CFR sec. 60-250.4 and 41 CFR sec. 60-741.4 are hereby included and made a part of this agreement.

P. RIGHT TO AUDIT

The University shall have the right to audit all invoices submitted by the vendor. The University shall have the right to audit all relevant data upon which the vendor's prices are based. The University shall have the right to have the University Transportation Manager periodically ride the bus to evaluate service, timeliness, and quality.

Q. STATE AND LOCAL TAXES

Salem State is exempt from sales and excise taxes. Such taxes shall **not** be included in quoted prices, but if any taxes are known by the vendor to apply, they shall be shown separately. If not so shown, they shall be considered an expense of the vendor and deemed a part of the quoted prices.

R. PUBLIC RECORDS

All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Section V Service Requirements

A. SCHEDULE

The Carrier will be required to provide shuttle bus services as outlined in the attached schedules (see Appendix 1). Typically, our school schedule commences on or about September 1 of each year and will end on or about the third week in May each year. There will be no shuttle service during winter and spring breaks and holiday service will be determined by Salem State Public Safety Department. Assume similar schedule for following academic years. Schedules and calendars to be provided to the selected vendor.

B. VEHICLES

The shuttle services are to be provided using vehicles owned by the Carrier. Equipment for shuttle services shall be late model vehicles passenger capacity minimum of 24 passenger. No school or activity buses will be accepted at any time. The age of the equipment you are proposing should not be more than three (3) years old at the beginning of the contract. This age of vehicle requirement will be revisited and renegotiated should the contract be rolled forward and extended beyond the initial contract to extensions. Buses are to be in good, safe repair, good appearance, equipped with a minimum of one tie-down, interior lighting and heating and air conditioning systems, subject to inventory at time of run. Buses must be equipped with two-way radios or mutually agreed upon alternative equipment (such as PTT), allowing drivers to communicate with each other, their base, and the university police dispatch center. Buses must also include wi-fi service (charter) and GPS and electronic counting mechanism (for shuttle). The buses will never operate in tandem, e.g. operating directly behind one another. When the drivers finish a run prior to taking a break, they must advise the waiting students that the second bus (when one is running) will be along within typically within 15 minutes. Prior to commencing a break, the driver must allow all passengers on board to ride the bus to their preferred stop. The buses must be maintained on a cleaning schedule, particularly during winter weather when they are more prone to high traffic and being dirtier than usual. There must be a back up bus or contingency plan for times when the designated university buses are out for preventative maintenance or emergency services.

Please explain as part of your response what the contingency plan would be and how long it would take to get a replacement bus here or wherever a bus breaks down.

Salem State is open to and prefers the concept of having the buses affixed with the Salem State University logo, but it is not mandatory. All buses shall be similar in size and color for easy recognition by passengers. **In an event of a malfunction, a suitable replacement must be on site within one (1) hour.** All vehicles shall be HP accessible in conformance with the American Disabilities Act (ADA) and operators will operate within the Commercial Drivers Licensing (CDL) codes. All vehicles shall be capable of displaying route identification information (i.e. Downtown Route, Campus Shuttle-All Stops”) in prominent fashion such as permanently affixed placard or LED type programmable display.

All vehicles shall be licensed and inspected in accordance with the motor vehicle regulations of the state in which they are licensed and shall be subject to safety and housekeeping inspections by Salem State or agents of Salem State University.

Salem State will store buses on campus if deemed necessary. However, the University will assume no responsibility or liability towards the safety and security of said vehicles. Additionally, the vehicles will be stored in an area so as not to interfere with normal University operations.

C. CARRIER RESPONSIBILITIES

(a) Vehicle Operation

The vehicles used shall always be operated in a safe courteous manner by fully trained, competent, and licensed operators. All operators shall be dressed neatly (preferably in a standard uniform acceptable to Salem State) and shall ensure that all vehicles in use are free from debris. Operators shall meet the schedule of vehicle trips established by Salem State, notifying their supervisor of any schedule deviations and/or difficulties encountered during work shifts.

The carrier's equipment operators shall be fully qualified, with valid driver's licenses, to operate the class of vehicle used, and be in uniform. Carrier must provide confirmation of all driver's training and testing. All operators shall be instructed as to the rules and policies of parties of any agreement prior to operation of equipment. Please include with your response how much driver training each driver gets from your company.

All operators shall respect and obey the University's rules and regulations as well as public laws and regulations. Absent a specific emergency, drivers must refrain from talking on cell phones while driving or texting/emailing while driving. Salem State reserves the right to have the removal of Carrier personnel in the event of conduct or performance that is deemed by the University to be unacceptable. The Carrier shall immediately replace any such removed person with an individual acceptable to Salem State.

(b) Maintenance of Equipment

All passenger carrying equipment shall be subject to the provisions of this section:

1. All equipment shall be maintained in accordance with the standards of safety established by the Commonwealth of Massachusetts Department of Public Utilities.
2. All equipment, while in service, shall have its interior cleaned daily. Such cleaning shall include the removal of debris, the dusting of interior surfaces, and if necessary, the cleaning of seats and the inside of the windows. Rest rooms (if provided) will be cleaned and stocked with necessary supplies daily and inspected and picked up after each run.

3. Heavy cleaning of all equipment shall be done once per week prior to the scheduled shuttles. Such cleaning shall include a complete washing from headlining to floor, vacuuming or cleaning of seats, mopping of floors, and washing of windows.
4. All heating and air conditioning equipment shall be maintained on a regular basis adequate to provide proper operation
5. The exterior of all buses in service shall be washed at least twice each week, once prior to contracted schedule, except during freezing or inclement weather.
6. If equipment failure occurs during a scheduled daytime shuttle run, the carrier must provide a replacement vehicle within one (1) hour. If equipment should fail during an evening shuttle run, a replacement vehicle must be provided within 1 hour.

(c) License and Insurance

All permits or licenses necessary to allow the use of prescribed highways, roads, and routes, shall be obtained and maintained in current status by the common carrier.

Carrier shall file Certificates of Insurance with the Salem State Purchasing Department prior to undertaking to provide any transportation services under any agreement. Updated certificates will be required each year the carrier performs services for Salem State. Insurance requirements are outlined in Section IV Terms and Conditions.

(d) Reporting Requirements

We require an automated passenger counting system. In lieu of an automated counting system SSU reserves the right to accept a computer-generated report as a suitable alternative. NO hand-written reports will be acceptable.

In addition, the shuttle should be equipped with a GPS mechanism that will transmit to the university's network in real-time and should also be available via mobile technology to the university community.

Salem State will have its Transportation Manager or designee periodically travel on the shuttle bus during the day and evening hours to report on service and compliance issues. The bus driver will be expected to communicate with the Transportation Manager or designee on any issue or concerns that develop.

The selected carrier shall also be required to perform passenger satisfaction surveys and submit reports. Such reports shall be in a form acceptable to the University. Sample surveys may be submitted as part of the bid documents.

D. ON-TIME PERFORMANCE OF BUSES

It is expected service will be provided in timely fashion. Exceptions to the schedule may be a result of traffic, weather condition, construction issues and/or critical incidents.

E. INCIDENT REPORTING

The Carrier will notify Salem State **immediately** of any accidents or incidents involving any University community member either participating in this contracted service or any other service provided to the University by the contractor under separate agreement. Incidents are to be reported to the Salem State University Police.

Any accidents or incidents resulting in damage to the property on the campus or bodily injury to user(s) of the contracted service shall be reported to Salem State University Police Department immediately.

The University reserves the right to examine the safety record of driver(s) assigned to the contracted service and the overall record of the carrier at any time during the contracted period.

Company Name: _____
Address: _____
Phone: _____
Fax: _____
E-mail Address: _____
Contact Name: _____
Number of years engaged in business under present firm name: _____
Number of full-time employees: _____
Annual Revenue Volume: _____
Federal I.D. # or S.S. #: _____
DUNS #: _____
Sole Proprietor? Corporation? Partnership? _____
When incorporated: _____
State of incorporation? _____
Authorized Signature: _____
Date: _____

F. MATERIALS TO BE PROVIDED

(Please answer all question in the order that is shown below and turn this in as part of your submission).

1. A client list including institution, names, titles, and phone numbers. Please include any institutions of higher education.
2. A company profile and background including how long you have been in business.
3. Please list associations and affiliations.
4. Tell us about your Company's strategy, company philosophy or objectives. Describe your Quality Control Program- How do you handle customer service? Do you do customer surveys? Are you available to meet with students and/or administrators on a monthly basis or as needed to discuss service issues?
5. Please list a minimum of three trade references.
6. Please list bank references.
7. List of principal personnel who will be involved with the operations and management of the account including longevity of personnel.
8. Include information on your company's safety, training, and drug testing programs.

9. Average length of years drivers has been employed with your Company.
10. List a description of your fleet equipment. List equipment that will be used on this account.
11. Supply a copy of your certificate of insurance.
12. Supply a copy of your Department of Public Utilities license.
13. Identify whether you are bidding for shuttle, charter or both services in the attached spreadsheet titled: Appendix A and B.
14. Is your company licensed in all States and Canada?
15. Are you a member and what is your rating with the **Transportation Safety Exchange (TSX)? Please print page from their web site and include.**
16. Provide documentation stating a DOT safety rating of ‘satisfactory’ for the company. DOT’s AFER website: <http://safer.fmcsa.dot.gov/CompnaySnapshot.aspx>. **Please print page from their web site and include.**
17. Does your company agree to not subcontract commitments to others without prior SSU approval?
18. Are Salem State’s contract terms acceptable? If no, please attach a list of the terms the company is not able to comply with.
19. Is the company willing to name Salem State University as an additional named insured on automotive liability policy? All other insurance requirement must be met per SSU’s standard vendor insurance requirements.
20. Are all insurance policies on an “occurrence” policy, not “claims made”?
21. Are all drivers employed by the service provider and not independent contractors?
22. Are all drivers qualified and have appropriate “Commercial Drivers Licenses” from the applicable state Department of Transportation?
23. Does the service provider require initial as well as ongoing training for their drivers? Please provide a copy of the training program.
24. Does the company follow regular maintenance schedules and maintain vehicle maintenance logs?
25. Is your company a woman owned, minority owned, veteran owned or small business?

26. Do your drivers hold Commercial Driver’s Licenses?
27. Would we be better served by adding or substituting some smaller vehicles at certain times of the day?
28. Would the bidder be able to supply a mobile application (app) for community members to access the shuttle bus GPS map? Would the bidder supply an electronic counting mechanism and supply reports to the university? Would the bidder include wi-fi service to those charter buses in the fleet? All such cost should be included in the bidder’s final pricing. Please confirm and elaborate in your proposal.
29. Please explain as part of your response what the contingency plan would be and how long it would take to get a replacement bus here or wherever a bus breaks down.
30. Please describe the drivers training and process.

I certify that all the answers to the above questions are accurate.

Signed by the company officer

Date

Name Printed

_____ Title

REQUIRED FORMS

Please include the following bid documents with your response:

- **Bid Form – Appendix A and B**
- **Contractor Authorized Signatory Listing**
- **W-9 Form**
- **Tax Compliance Certification**
- **Certificate of Non-Collusion**

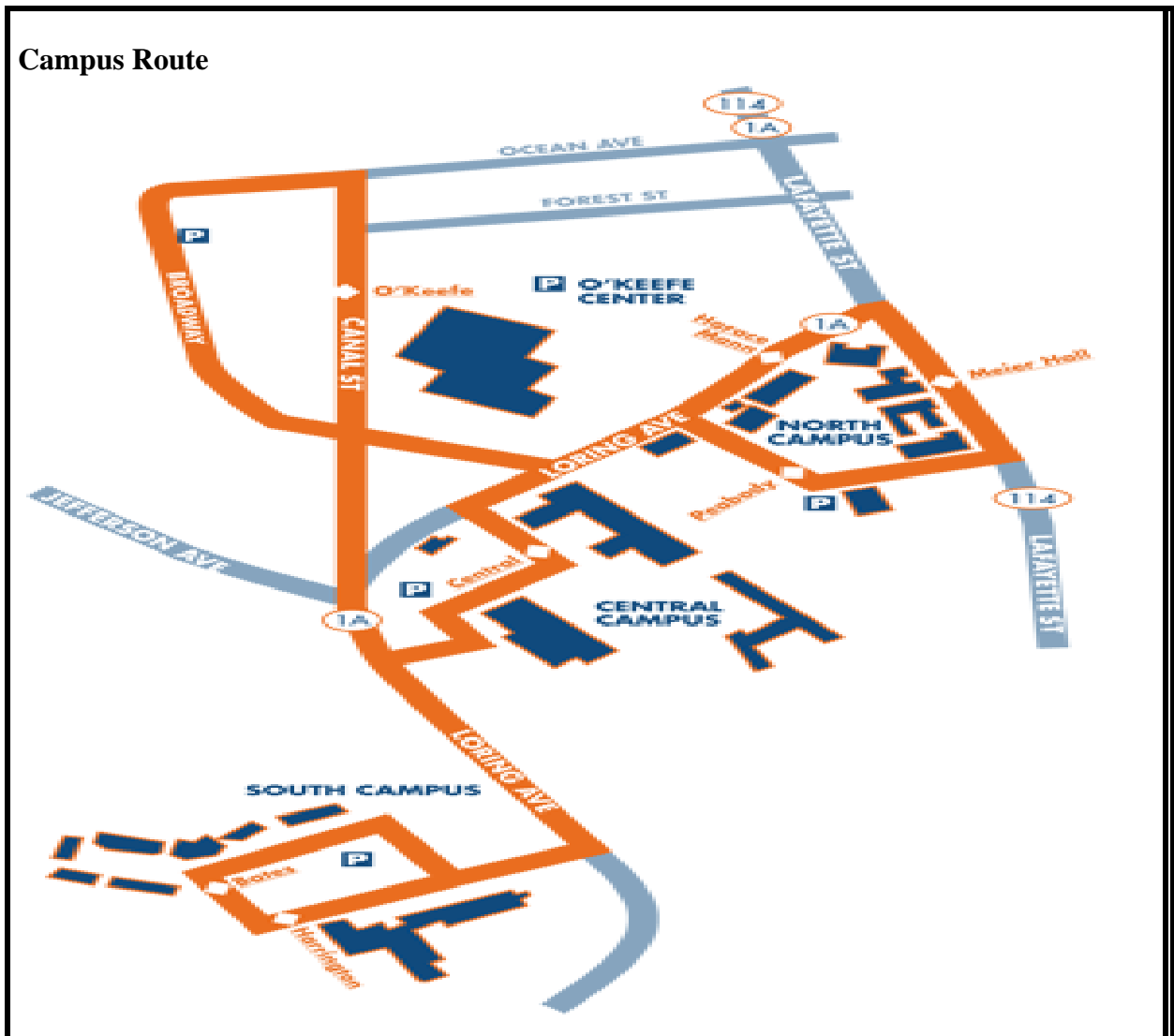
CONTRACT FORMS

The awarded vendor(s) will be required to sign and/or provide the following documents at time of contract:

- Commonwealth of Massachusetts – Standard Contract Form and Terms and Conditions

Appendix I

Shuttle Bus Routes & Schedules (subject to change)



Below are the Shuttle Bus Start and Stop times for the 2020-2021 School Year (Subject to change):

Shuttle Bus Schedule:

Monday	7:30 A.M.	3:30 P.M.
Tuesday	7:30 A.M.	4:00 P.M.
Wednesday	7:30 A.M.	4:00 P.M.
Thursday	7:30 A.M.	4:00 P.M.
Friday	7:30 A.M.	3:30 P.M.
Saturday	No Service	
Sunday	No Service	

Shuttle Stops (Subject to change):

Meier Hall	Lafayette Street
Peabody Hall	College Drive
Bates Complex	South Campus Commons
Harrington Building	South Campus, Harrison Road
O’Keefe Center	Canal Street
Salem State CCCB/Viking Hall	Central Campus Loring Avenue
Canal Street Parking Lot	Central Campus
North Campus, Loring Avenue	

Break Schedule for Drivers (Recommended)

Bus # 1	7:30 A.M. – 3:30 P.M.	Break is 9:00-9:15 A.M.; Lunch is 12 Noon – 12:30 P.M
Bus # 2	7:30 A.M. – 4:00 P.M.	Break is 10:15-10:30 A.M.; Lunch is 12:30-1:00 P.M.

Appendix II

Academic Calendar 2021- 2022 (attachment 2)

Also available by following the link

<https://www.salemstate.edu/academic-calendar>

Appendix III

Athletics Schedules for 2021-22 academic year (subject to change)

For information only. Bidders are not required to price.

List of sports and schedules are available at:

<https://www.salemstatevikings.com/sports/bsb/2020-21/schedule>