**Solicitation #** 10054898

**Title**: Charter Bus and School Bus Leasing

**Publication date**: 6/30/2017

**Deadline for questions**: 7/10/2017 at 4:59 PM Eastern Time.

**Proposal submission deadline**: 7/17/2017 at 7:59 AM Eastern Time.

**Important Notices:**

**Communication**:

Solicitation Coordinator: Regarding the subject matter of this solicitation, Respondents must only communicate with the Solicitation Coordinator listed below:

Name: Brad New

Title: Commodity Manager

Email: bnew@utk.edu

Restrictions on communication: Respondents may only communicate with the Solicitation Coordinator, or another team member in the University’s Office of Procurement Services. Respondents must not communicate with any other University employee. If Respondent contacts anyone except the University’s Solicitation Coordinator (or another Office of Procurement Services team member), the Director or Associate Director of Procurement Services may disqualify the Respondent.

**Sections**:

* Section 1: Scope
* Section 2: Mandatory qualifications
* Section 3: Respondent questionnaire
* Section 4: Technical response
* Section 5: Cost response
* Section 6: Administrative Information: Instructions and Basis for Award
* Section 7: Terms that govern this solicitation

**Section 1: Scope**

1. **Term**:
   1. Initial term: The term of any Purchase Order will be August 1, 2017 – September 30, 2022.
   2. Unrestricted Right to Terminate: The University may terminate any Purchase Order at any time without penalty by providing the Supplier with at least 10 days advanced notice.
2. **General Scope**: The University of Tennessee seeks to establish framework orders for Charter Bus and School Bus Leasing
3. **Expanded Scope**: After the University issues a Purchase Order, the University may negotiate with the Respondent in to include any of Respondent’s services or products. This expanded scope includes goods or services that Respondent does not offer at the time the University issues a Purchase Order.
4. **Applicability**: Any University department may purchase through the Purchase Order.

**Section 2: Mandatory Qualifications**

**Mandatory Qualifications**: The University will only consider bids from eligible Respondents. The University’s eligibility criteria are below. If a Respondent fails to meet these mandatory qualifications, the University will disqualify the Respondent.

1. Respondent’s Authority: The representative responding on behalf of a Respondent must have authority to respond to this solicitation on behalf of the Respondent.
2. Required Disclosures: If the Respondent is a representative or distributor for a third-party, the Respondent must disclose this fact.
3. Debarment: If a potential Respondent is currently debarred or otherwise prohibited from bidding by the U.S. federal government or by any U.S. state government, Respondent may not bid on any of the University’s solicitations until Respondent is no longer debarred. In the event that the University determines that the Respondent is debarred by the U.S. federal government of by any U.S. state government, the University will disqualify Respondent’s bid.
4. Conflicts of Interest: Respondents must disclose all conflicts of interest. The University will evaluate a Respondent’s conflicts to determine whether the conflict is allowed.
5. Compliance with law: Respondent must be legally allowed to operate within the State of Tennessee.

**Section 3: Respondent Questionnaire**

1. **Respondent Questionnaire**: **Note: The information below will help the University administer any resulting purchase order. The information in this questionnaire sub-section is not scored.** 
   1. Respondent—Basic Information:
      1. Provide Respondent’s main address, telephone and fax number.
      2. Provide Respondent’s FEIN (note: if Respondent is an individual, do **not** list any Social Security Numbers).
      3. Provide Respondent’s main contact for this solicitation, including telephone number and email address.
      4. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with UT System.
      5. Provide any details of all past or pending criminal charges against Respondent’s current employees.
      6. Is Respondent’s business currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
   2. State of Tennessee: List all currently active contracts/agreements that Respondent has with any State of Tennessee government agency, including county, city, and State agencies.

**Section 4: Technical Response**

**Reminder**: Respondents must separate their technical response from their cost response. Further, Respondents must not include any cost information in their technical response. If a Respondent includes cost information in their technical response, the University may disqualify the Respondent’s proposal.

**Instructions**: Respondents must write and organize their responses in the same order as listed below. The University may deem a response non-responsive the Respondent does not comply.

**Technical Proposal**:

Respondent is the address the following requirements:

1. Must be able to respond via email for all quotes, confirmations, and invoicing.
2. Must supply number of years in business.
3. Must disclose any sub-lease companies that may be used to fill rentals.
4. Must list all types of rental vehicles including description and passenger capacity including any handicapped accessible vehicles.
5. Specifically, list the quantity of vehicles available meeting the following passenger requirements:
   1. School Buses
      1. 60 passenger
      2. 56 passenger
      3. 48 passenger
      4. 20 passenger
      5. 15 passenger
      6. Other passenger amounts
   2. Coaches and other vehicles
      1. 10 passenger
      2. 11 passenger
      3. 14 passenger
      4. 24 passenger
      5. 30 passenger
      6. 32 passenger
      7. 42 passenger
      8. 43 passenger
      9. 47 passenger
      10. 52 passenger
      11. 54 passenger
      12. 55 passenger
      13. 56 passenger
      14. 81 passenger
      15. Other passenger amounts
6. Must disclose most recent Certificate of Insurance

**Section 5: Cost Response**

**Notice: Respondent must not include cost information in any document except its Cost Response.**

**Cost Response**:

Please provide all pricing structure that would be available to the University for bus leasing.

**Section 6: Administrative Information: Instructions and Basis for Award**

1. **Basic Instructions**
   1. **Proposal Submission**: Respondents must submit their proposal through the University’s online system, ESM Solutions. The University does not accept hard-copy proposals.
   2. **Separate Documents; Naming Documents**: Respondents must separate their technical and cost proposals. Respondents must submit only two documents: one document containing technical proposals and another document containing cost proposals. Respondents must clearly name their files, and the University’s preferred format is: [supplier\_name\_technical] and [supplier\_name\_costs].
   3. **Communication**: As a reminder, Respondents may only communicate with the Solicitation Coordinator or other staff member of the Office of Procurement Services.
2. **General Information About this Solicitation**:
   1. **Request for Qualified Suppliers**: This is a Request for Qualified Suppliers solicitation. The University will evaluate Respondents based solely on technical qualifications. While the University will not formally score pricing, the University will only issue an award to a Respondent that offers competitive pricing.
   2. **Final Agreement; University’s Authorized Officials**:
      1. Final Agreement: No agreement that results from this solicitation is binding on either party until the University’s Office of Procurement Services issues a Purchase Order.
      2. Purchase Orders: Only the University’s staff members the Office of Procurement Services may sign a Purchase Order related to this solicitation.
      3. Other documents: For all other contractual documents, including but not limited to agreements, memoranda of agreement, memoranda of understanding, term sheets, or similar documents, only specifically named individuals have authority to sign on behalf of the University. A list of those individuals is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>. Respondents must not contact these officials directly. Any contract signed by an unauthorized University employee does not bind the University.
3. **General Information about the University**:

The University of Tennessee is a public higher education entity, an IRS 170(c) non-profit, and the University is an instrumentality of the State of Tennessee. The University has offices in all 95 counties of the State of Tennessee. All of the University’s departments, campuses, institutes, etc. share the same legal existence and the same U.S. Federal I.D. Number: 62-6001636.

The University is composed of:

* + 1. **Campuses**:
       1. [Chattanooga](http://www.utc.edu/) (UTC)
       2. [Health Science Center](https://www.uthsc.edu/) (UTHSC) (based in Memphis, TN)
       3. [Knoxville](http://www.utk.edu/) (UTK)
       4. [Martin](http://www.utm.edu/) (UTM)
    2. **Institutes**:
       1. [Institute of Agriculture](file:///\\tshome.utk.tennessee.edu\~\Blake_Drive\DAC_and_DBEs\ag.tennessee.edu) (UTIA)
          1. [AgResearch](http://taes.tennessee.edu/)
          2. [College of Agricultural Sciences and Natural Resources](https://ag.tennessee.edu/casnr/Pages/default.aspx)[[1]](#footnote-1)
          3. [College of Veterinary Medicine](file:///\\tshome.utk.tennessee.edu\~\Blake_Drive\DAC_and_DBEs\vetmed.tennessee.edu)
          4. [UT Extension](file:///\\tshome.utk.tennessee.edu\~\Blake_Drive\DAC_and_DBEs\extension.tennessee.edu)
       2. [Institute for Public Service](http://www.ips.tennessee.edu/) (IPS)
       3. [Space Institute](http://www.utsi.edu/) (located in Tullahoma, TN)[[2]](#footnote-2)
    3. **Administration**: [UT System Administration](http://tennessee.edu/) (UTSA)

The University is exempt from most taxes in the State of Tennessee, and is exempt from certain taxes in other states (CO, FL, ID, IL, IN, KA, KY, ME, MI, MN, MO, NJ, NM, ND, OH, RI, TX, WV). See the University’s [Controller’s Office website](http://controller.tennessee.edu/) for more details.

1. **Basis for Award**:
   1. The scoring committee will score each Respondent based on the criteria listed below.
   2. The University will average the scores given by each member of the committee.
   3. The University will use the following scoring criteria:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Maximum Points Possible** |
| Mandatory requirements | Pass/Fail |
| Technical qualifications | 1000 |

* 1. The committee will make recommendations to the Office of Procurement Services based on the committee’s scoring.
  2. The Office of Procurement Services will award to up to as many suppliers as the University sees fit, provided that all suppliers who receive awards must be within a competitive range on technical qualification scores.
  3. Best Interest: Respondents will **not** be formally scored on their financial responses. Instead, the University has sole discretion to determine the nature of the price negotiation, and the pricing structure and financial incentives that best meet the University’s needs.

**Section 7: Terms Governing this Solicitation**

**Terms Governing this Solicitation: The following terms govern this solicitation.  *If a Respondent does not agree to any of the following terms, the Respondent must not bid*. The University hereby notifies Respondents that the University will not negotiate over these terms.**

1. Governing Law: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this solicitation. Any liability of the University is governed by the Tennessee Claims Commission Act. The venue for any claim against the University is the Tennessee Claims Commission.
2. Questions: Up to the deadline for questions, respondents may ask the Solicitation Coordinator questions in writing via email. In the event that a Respondent communicates with the Office of Procurement Services verbally, the Respondent acknowledges that all verbal communication is informal and does not bind the University; the only official communication about this solicitation will be via written communication. Respondent understands that it must not, and will not, rely on verbal communications with the University.
3. Pre-Bid Conference: In the event that the University hosts a mandatory pre-bid conference, if a Respondent fails to attend the conference, the University will not accept Respondent’s bid.
4. Presentations: In the event that the University hosts presentations as part of its technical evaluation process, the University may invite only some of the Respondents for a presentation. The University will make such a determination based on technical scores before the presentations.
5. Withdrawal: Respondents may withdrawal their proposal at any time before the submission deadline. Respondent may submit a revised or new proposal at any time before the submission deadline.
6. Addenda: The University will make reasonable efforts to ensure that all respondents have the same material information. Accordingly, if a Respondent asks a question that the University considers, in its sole discretion, to be material, the University will issue an addendum to this solicitation. The University will communicate all addenda to all respondents.
7. Evaluation Process: The University will use the evaluation process to award a contract based on the best value to the University: the best overall combination of technical and costs. Respondent understands that its response to this solicitation will be evaluated by a scoring committee. Respondent acknowledges that the scoring committee will subjectively evaluate Respondent’s technical proposal.
8. No Required Quantities or Spend; Non-Exclusive:
   1. No Required Quantities or Spend: Respondent acknowledges that any agreement that results from this solicitation will not obligate the University to purchase any specific amount of goods or services from Respondent, nor will the University be obligated to spend a minimum amount of money with Respondent.
   2. Non-Exclusive: Respondent acknowledges that any agreement that results from this solicitation will not be an exclusive agreement under which the University must procure goods or services only from Respondent. Respondent acknowledges that the University may purchase any goods or services, including the same or substantially similar goods or services, from sources other than Respondent.
9. Confidentiality:
   1. Introduction: Tennessee law limits the University’s ability to withhold records from disclosure. Respondents must assume that all documentation, including pricing, submitted to the University will be subject to disclosure. The University hereby notifies all potential respondents and respondents that placing confidentiality notices on documents submitted to the University does not make the documents confidential under Tennessee law. The University will ignore such notices. Moreover, the University will not agree to provide advanced notice of disclosure.
   2. Prohibition Against Non-Disclosure Agreements: The University will not sign non-disclosure agreements related to Respondent’s response to this solicitation.
   3. Open File Period: After the University issues an intent-to-award notice, Tennessee law deems all materials submitted by Respondents open for inspection by any Respondent for 7 calendar days.
   4. Public Records Act: If the University issues a final award, all documents, including the final contract, are subject to disclosure to any Tennessee citizen.
10. Response Preparation Costs: The University will not pay any costs that a Respondent incurs associated with the preparation, submittal, or presentation of a response. By responding, each Respondent waives any claim against the University for costs the Respondent incurs as a result of responding to this solicitation.
11. Amendment; Cancellation:
    1. University’s Right to Amend: The University may amend this solicitation at any time before the response deadline. If the University amends this solicitation, the University will issue a written addendum.
    2. University’s Right to Cancel: The University may cancel this solicitation at any time. The University will have no liability to Respondents in the event of a bid cancellation.
12. Unrestricted Right to Reject: The University may reject any response for any reason.
13. Immaterial Defects: The University may waive minor variances from full compliance with this solicitation. If the University waives immaterial defects in a response, such waiver does not modify this solicitation’s requirements.
14. Negotiation: The University may negotiate with the top-scoring respondents in the best interest of the University.
15. Respondent’s Right to Withdraw its Response:
    1. Withdrawal: Respondents may withdraw their response at any time before the deadline for responses. To withdraw a response, a Respondent must submit a written request signed by a representative authorized to legally bind the Respondent. Respondent must send withdrawal requests to the Purchasing contact listed above.
    2. Resubmit: Respondents may resubmit a response at any time before the deadline for responses.
16. Late Responses: The University will not accept responses after the deadline listed in the Administrative Information section.
17. University’s Discretion:
    1. Generally: All decisions regarding this solicitation, including the award, are within the University’s sole discretion. The University may, for example, award to a Respondent other than the highest-scoring respondent. Further, the University may, for example, award to a Respondent who does not offer the lowest overall costs. For clarity, as used in this solicitation, the word “may” means “sole discretion.”
    2. Examples: Without limiting the University’s unrestricted discretion, the University may:
       1. Reject any responses to this solicitation for any reason.
       2. Seek new proposals at any time before the response deadline.
       3. Seek clarification of additional information from any individual Respondent.
       4. Modify the selection criteria.
       5. Modify the time schedule.
       6. Conduct negotiations:
          1. The University may negotiate with all qualified Respondents.
          2. The University may negotiate with only a single Respondent.
          3. The University may elect to conduct multiple negotiation rounds, and the University may structure the negotiations in the University’s sole discretion.
          4. If the University determines costs and contract finalization discussions and negotiations are not productive, the University reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.
18. Dispute Resolution: In the event that a Respondent disputes anything related to this solicitation, the Respondent must first follow the University’s protest procedures. If the Respondent is not satisfied with the University’s resolution of the Respondent’s protest, and if requested by the University’s Chief Financial Officer, the Respondent shall enter into mediation with the University before the Respondent pursues any formal legal action. The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action.
19. **Waiver of Claims:** 
    1. **Irrevocable Waiver: By responding to this solicitation, Respondent hereby irrevocably waives any claims against the University’s trustees, officers, and employees, or former employees. Respondent hereby covenants not to sue University employees in their individual capacity. This release and waiver applies to Respondent and Respondent’s successors, heirs, and assigns.**
    2. **Materiality: The University and Respondent state that this clause is material to this solicitation.**
20. University Policies:
    1. Non-Solicitation: Respondents shall comply with the University’s “Vending and Solicitations on the University Campus” policy: <http://policy.tennessee.edu/fiscal_policy/fi0325/>
21. Gift Acceptance: Respondents shall comply with the University’s “Employee Gift Acceptance Policy”: <http://policy.tennessee.edu/fiscal_policy/fi0717/>
22. Severability: The University and Respondent intend as follows:
    1. That if any provision of this solicitation is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
       1. That if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the solicitation will remain in effect as written; and
    2. That any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
23. Compliance with Law: Respondent shall comply with applicable law.

1. The College of Agricultural Sciences and Natural Resources is administratively part of the UT-Knoxville and the Institute of Agriculture. [↑](#footnote-ref-1)
2. The UT Space Institute is administratively part of the UT-Knoxville Campus. [↑](#footnote-ref-2)