



**WILLIAM
PATERSON
UNIVERSITY**

PURCHASING OFFICE
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Cooperative Request for Proposal R192-22

Athletic Teams Charter Bus Service for Ramapo College and William Paterson University

Event	Date	Time
Pre-Bid Meeting and Site Inspection	Not applicable for this RFP	No Applicable
RFP Question Cut Off Date (Refer to RFP Section 1.3.2 for more information.) E-mail questions to Steve Sondey at sondeys@wpunj.edu.	June 15, 2022	4:30 PM
Addendum (To be issued if necessary.)	June 24, 2022	N/A
Bid Proposal Submission Due Date (Refer to RFP Section 1.3.3 for more information.)	July 06, 2022	2:00 PM

Dates are subject to change. All changes will be reflected in addendum to the RFP which will be posted on the Purchasing Department webpage.

RFP Issued By

William Paterson University Purchasing Department
College Hall Room 320
358 Hamburg Turnpike, Wayne, NJ 07470
Phone: 973.720.2101 Fax: 973.720.2872
<http://www.wpunj.edu/purchasing/>

Assigned Purchasing Contact: Steve Sondey
Telephone No: 973-720-2862 E-mail: sondeys@wpunj.edu

Date: May 31, 2022

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Notice Print Date: June 6, 2022 in *The Star-Ledger*

**NOTICE TO BIDDERS
RFP # R192-22**

PUBLIC NOTICE is hereby given that sealed request for proposals for **Athletic Teams Charter Bus Services** for the cooperative requirements of **Ramapo College of New Jersey** and **William Paterson University of New Jersey** will be received in accordance with the posted bid documents by the William Paterson University's Director of Purchasing until **2:00 P.M. on July 6, 2022** at which time all proposals will be publicly opened in a Zoom video conference and results posted to the William Paterson University Purchasing Office website.

Proposals are to be submitted as an electronic PDF attachment e-mailed to purchasing@wpunj.edu. It is the responsibility of the bidder to assure its bid reaches the William Paterson University Purchasing Department on time.

Bid documents may be accessed at the following link:
<http://www.wpunj.edu/purchasing/bid.html>.

Bidders may not submit more than one proposal. The William Paterson University of New Jersey may reject any or all proposals or waive any informalities in accordance with applicable law. No proposals shall be withdrawn for a period of sixty (60) days subsequent to the opening of the proposals.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. Equal Employment Opportunity and Affirmative Action.

Steve Sondey – Director of Purchasing

1. INFORMATION FOR BIDDERS

1.1. PURPOSE AND INTENT

1.1.1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit bid proposals for services to be performed for both Ramapo College of New Jersey located at 505 Ramapo Valley Road Mahwah, NJ 07430 and for William Paterson University of New Jersey located at 300 Pompton Road, Wayne, NJ 07470.

1.1.2. **INTENT:** Based on this RFP, each institution intends to award its own contract(s) to the responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to each institution, price and other factors considered.

1.1.3. **TERMS:** William Paterson University standard Terms & Conditions (see attachment marked Terms & Conditions) will apply to all contracts or purchase agreements. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise. Each institution reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the institution to be in its best interest.

1.2. BACKGROUND

1.2.1. **CURRENT CONTRACT:** The current contract for services is either expiring or not being extended and the institutions are soliciting proposals for a new contract.

1.2.2. Ramapo College is a public institution of higher education organized under the laws of the State of New Jersey with a current enrollment of approximately 6,000 students and is located in Mahwah, New Jersey.

The College is New Jersey's Public Liberal Arts College, dedicated to providing students a strong foundation for a lifetime of achievement. The College is committed to academic excellence through interdisciplinary and experiential learning, and international and intercultural understanding. Ramapo College emphasizes teaching and individual attention to all students. The College provides a range of academic offerings, from continuing education to undergraduate and graduate-level coursework. More information about the College can be found on the Ramapo College website www.ramapo.edu.

1.2.3. William Paterson University is a public institution of higher education established pursuant to Chapter 64 of the laws of the State of New Jersey (N.J.S.A. 18A: 64-1, et seq.)

William Paterson University is the third oldest public institution in New Jersey, chartered in 1855 in the city of Paterson. The University is named for William Paterson (1745-1806), the New Jersey patriot who was a signer of the Constitution, one of New Jersey's first U.S. senators, New Jersey's second governor, and a U.S. Supreme Court Justice.

Set on 370 wooded acres in Wayne and North Haledon, New Jersey, the University's main campus and four remote sites are just three miles from the historic Great Falls in

Paterson yet just 20 miles from the rich cultural, artistic, and commercial life of New York City. The University has over 9,000 students and employs approximately 400 full time faculty. The main campus includes 40 buildings totaling 1.9 million square feet.

Granted university status in 1997, William Paterson University is one of the nine state colleges and universities of the State of New Jersey (“the State”), with a mission that incorporates teaching, research and creative activity and service. The State legislature annually appropriates funds to support the University’s operations. Under the law, the University is an instrumentality of the State with a high degree of autonomy.

1.3. KEY EVENTS

1.3.1. PRE-BID MEETING AND SITE INSPECTION: There is no pre-bid meeting or site inspection for this RFP

1.3.2. QUESTION AND ANSWER PERIOD: Only written questions from potential bidders in accordance with the procedure outlined in this RFP will be accepted. All questions are to be submitted in writing via e-mail to Steve Sondey, Director of Purchasing at sondeys@wpunj.edu. All questions received will be answered and posted to the Purchasing Department’s website.

1.3.2.1. The last day to submit questions is June 15, 2022.

1.3.3. SUBMISSION OF BID PROPOSAL: In order to be considered for award, the bid proposal must be received by the William Paterson University Purchasing Department before or at the submission due date and time. Any bid proposal NOT received on time at the location indicated below will be rejected.

1.3.3.1. **Proposals are to be submitted as an electronic PDF attachment e-mailed to purchasing@wpunj.edu.** It is the responsibility of the bidder to assure its bid reaches the William Paterson University Purchasing Department on time.

1.4. ADDITIONAL INFORMATION

1.4.1. ADDENDA: In the event that it becomes necessary to revise this RFP, such clarification or revision will be by addendum. All addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP.

1.4.2. BIDDER RESPONSIBILITY: The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder’s failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3. COST LIABILITY: The institutions assume no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4. CONTENTS OF BID PROPOSAL AND CONFIDENTIALITY: Subsequent to bid opening, all information submitted by bidders in response to the RFP is considered public

information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The University will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

By signing this RFP response, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to the University and cooperative purchasing partners and thus have to be made public to allow eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the University or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can contact the William Paterson University Purchasing Department to inspect bid proposals received in response to this RFP.

1.4.5. Not applicable to this RFP.

1.4.6. PRICE ALTERATION: Bid prices must be typed.

The bidder must complete and sign all price sheets leaving no blank or empty fields. If applicable, the bidder shall enter No Charge or zero (0). Failure to provide an entry in any price sheet field will result in rejection of the bid.

1.4.7. BID WITHDRAWAL: A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made in writing to the William Paterson University Director of Purchasing. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place designated.

1.4.8. VALIDITY OF BID: Submitted bids shall be valid for a period of sixty (60) days to allow for sufficient time for bid evaluation and contract award. This period may be extended based on agreement from the bidder(s).

1.4.9. RIGHT TO CANCEL: Each institution reserves the right, in its sole discretion, to cancel this RFP without obligation and for any reason, in part or in its entirety.

2. DEFINITIONS

2.1. GENERAL DEFINITIONS: The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by William Paterson University Purchasing Department.

Bidder – An individual or business entity submitting a bid proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP, as accepted by William Paterson University or Ramapo College.

Contractor – The bidder awarded a contract resulting from this RFP.

Equipment, Item or Product – Refers to the purchase unit.

Institution or Institutions – Ramapo College or New Jersey and/or William Paterson University of New Jersey

May – Denotes that which is permissible, not mandatory.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

State – State of New Jersey

The University or University or WP or WPUNJ – William Paterson University of New Jersey

The College or College or RCNJ – Ramapo College of New Jersey

3. SCOPE OF WORK

3.1. **INTRODUCTION** William Paterson University is soliciting proposals from qualified firms to provide charter bus services for the athletic teams on behalf of itself and Ramapo College as outlined in this cooperative request for proposal.

3.2. **PRIMARY AND SECONDARY AWARDS:** It is the intention of each Institution to award a contract to one primary company and make secondary awards to one or two additional companies. This is to assure the Institution has adequate back-up so as to meet scheduling demands. Each Institution will issue its own awards and purchase orders and pay its own invoices.

3.3. **CRITICAL PERFORMANCE AREAS:** Critical performance requirements include, but are not limited to: Safety of the Institution’s staff and students, exceptional driver service, meeting the reservation schedule on a consistent basis and providing on-time service.

3.4. **SCHEDULING:** The Athletic Department for each institution will schedule/reserve transportation well in advance of each season (fall, winter and spring) for each trip to occur during that season. The Contractor must confirm and guarantee each reservation to the respective Athletic Department.

3.4.1. WP Football: All trips for football require two buses.

3.4.2. Overnight and Multi-Night Trips: Overnight and multi-night trips are noted on the Unit Price Excel file.

3.4.3. The 2022-2023 Season Schedule: The Excel Unit Price file contains all of the required trips identified to date for the 2022-2023 season. (See the tab labeled Annual Trip

Schedule.) An additional twelve (12) trips for WP golf will be added at a later date. Pricing for these golf team trips will be negotiated when the schedule is finalized.

3.4.4. Weather Related Game Cancellations: The Contractor must have a bus available to cover rescheduled games in the event of weather related cancellations. Rain/Snow dates are included in the Unit Price Excel file. (See the tab labeled Annual Trip Schedule.) The rain/snow reservations will be cancelled if the original games occurs as scheduled. The Institution is to incur no expense associated with a cancellation of a rain/snow reservation.

3.4.5. Post Season Tournament Play: Contractor must have the flexibility to support post season tournament games when required. Pricing for post season tournament play will be negotiated at the time the Institution participation and destinations are finalized and reservations requested. The tentative tournament dates are listed in this request for proposal as Attachment 1.

3.5. QUALIFICATIONS

3.5.1. Certification - The Bidder must be certified for charter and transportation services by the Department of Transportation Federal Highway Administration. Bidder must provide in its proposal DOT ID and MC numbers.

3.5.2. Equipment - The contractor must have a sufficient quantity of owned or leased buses to fulfill the contract requirements.

3.5.3. SUBCONTRACTING: Sub-contracting of any part of the contract award is not permitted without advanced knowledge and approval of the Institution.

3.6. EQUIPMENT REQUIREMENTS

3.6.1. All buses must be in very good condition and meet all Department of Transportation Federal Highway Administration rules, regulations and guidelines as well as all applicable NJDOT or other State of New Jersey requirements for charter service.

3.6.2. CELL PHONE: Every bus provided must include a functioning cell phone held by the driver. The bus driver must be in possession of this cell phone at all times during the trip. The cell phone number must be provided at the time of pick-up to the Institution's Staff member overseeing the trip.

3.6.3. All buses must be model year 2010 or newer and equipped with anti-lock brakes.

3.6.4. All buses must be extra-wide body, 102" buses, unless otherwise specified by the Athletic Department for a special need.

3.6.5. All buses must seat 46/47 passengers, unless otherwise specified by the respective Athletic Department for a special need.

- 3.6.6. All buses must have overhead air controls and audio/DVD video system.
- 3.6.7. The exterior of the buses must be well painted and clean with no sign of damage.
- 3.6.8. The interior of the buses must be clean with upholstery and flooring in good condition.
- 3.6.9. Restroom facility must be completely functioning and clean. Restrooms must be serviced as often as necessary to avoid offensive odors in the bus.
- 3.6.10. All buses must have functioning air conditioning and heating.
- 3.6.11. All buses must have interior overhead parcel racks.
- 3.6.12. All buses must have under the bus storage/luggage compartments with locks.
- 3.6.13. All buses must contain up-to-date maintenance records available on the bus for inspection by the Institution's Staff.
- 3.6.14. Buses equipped with a functioning and up-to-date GPS system are preferred.
- 3.6.15. Buses equipped with functioning Wi-Fi are preferred.

3.7. DRIVER REQUIREMENTS

- 3.7.1. Driver MUST be dressed in a professional bus driver uniform with a contractor supplied name tag while transporting the team. Street clothes are unacceptable.
- 3.7.2. Driver MUST possess a photo identification card supplied by the Contractor at all time while on a trip.
- 3.7.3. Driver MUST be eligible to work in the United States.
- 3.7.4. The Contractor must perform an extensive background check on all drivers. Driver must have no outstanding warrants for arrest, and not be registered as a sex offender. The Institution shall have the right to request production of such records for review. Should the Contractor hire and assign to the Institution a driver with a criminal record, it shall so certify with an explanation of why the particular individual's criminal conviction possess no threat to the Institution's students, visitors or staff. The Institution retains the right to review such statement and request that the individual not work on the Institution's contract.
- 3.7.5. Driver MUST be able to understand, speak and write in English.
- 3.7.6. Driver MUST have a minimum 20/40 vision, correctable or meet vision standards established by the State of New Jersey.
- 3.7.7. Driver MUST be properly licensed.

- 3.7.8. Driver MUST be properly trained
- 3.7.9. Driver MUST be skilled in the safe operation of the vehicle.
- 3.7.10. Driver MUST be regularly evaluated by the Contractor for conformance to safety regulations and driving skills in compliance with the Department of Transportation Federal Motor Carrier Safety Administration and all applicable New Jersey regulations.
- 3.7.11. Driver is expected to have a pleasant, encouraging attitude and provide excellent professional service. Abusive language is unacceptable.
- 3.7.12. Driver is at no time to discuss or request a gratuity from the Institution's staff or any student or accept compensation or favors in exchange for not enforcing and/or relaxing contract requirements.
- 3.7.13. Driver MUST not smoke on the bus.
- 3.7.14. Driver breaks MUST be taken at the same time the team stops for meals, snacks or restroom breaks.
- 3.7.15. Driver MUST stay in the same hotel as the team on overnight trips.
- 3.7.16. Driver MUST transport the team to and from the sporting venue, meals, hotel or any other locations required during the trip.
- 3.7.17. Driver and bus MUST stay at the sporting venue during the entire duration of the event, unless otherwise approved by the Institution's staff member overseeing the trip.
- 3.7.18. Driver and bus MUST be ready to depart as per the scheduled departure times as provided by the Institution's staff prior to each trip.
- 3.7.19. Driver MUST be available via cell phone at all times during the trip.
- 3.7.20. Driver MUST be familiar with the route.
- 3.7.21. Driver may not entertain personal guests while on a trip.
- 3.7.22. Driver shall not fraternize with the students, visitors or staff.
- 3.7.23. Driver Training: The Contractor shall train all drivers servicing this contract so that the Driver: 1) understands and practices safe and defensive driving techniques, 2) is courteous to all passengers, 3) is familiar with all contracted routes, and 4) understands all pertinent requirements of the contract.

3.8. TRIP LOGICSTICS

- 3.8.1. It is the responsibility of the Contractor to provide directions and any necessary maps to the driver prior to departure. This includes travel within a city.

- 3.8.2. Each trip shall include transport to and from the sporting venue, meals, hotel or any other locations as required by the Institution's staff.
- 3.8.3. Shuttle trips from the hotel to the sporting venue or to and from meal locations must be provided if requested by the Institution's staff.
- 3.8.4. Driver and bus MUST stay at the sporting venue during the duration of the event, unless otherwise approved by the Institution's staff member overseeing the trip.
- 3.8.5. The Institution will reserve and pay for the driver's room on overnight trips.
- 3.8.6. It is the responsibility of the Contractor to determine and provide as many drivers per bus as necessary to accommodate the trip requirements.
- 3.8.7. Institutional staff will provide an itinerary for each trip.
- 3.8.8. Loading locations will be identified by the Institution in the trip itinerary.

3.9. PERFORMANCE

- 3.9.1. The Institution's staff and students must arrive at the scheduled event on time. All penalties or charges incurred because of mechanical malfunction, breakdown, or negligence of the driver, the Contractor, its agents, employees or subcontractors, will be the responsibility of the Contractor, with the exception of acts of God or other events or circumstances beyond the control of the Contractor.
- 3.9.2. The Contractor shall always take into consideration weather and traffic conditions which may affect transportation and communicate this information to the Institution's staff member overseeing the trip.
- 3.9.3. Breakdown: In the event of a mechanical malfunction or breakdown, the Contractor shall provide replacement transportation of the same requirement as identified in this request for proposal so that the trip is completed on time. The Contractor shall be responsible for all replacement costs of transportation, mechanical repairs and towing services. The Institution will only pay for the original contracted price for the scheduled trip.
- 3.9.4. Missed Trips and Penalties: Missed trips by the Contractor shall be defined as: Any scheduled and confirmed trip which does not commence within ten minutes of the designated time for the start of the trip. The Athletic Department must advise the Contractor within 48 hours of a missed trip. Three (3) missed trips may result in termination of the contract.

3.10. INVOICING AND PAYMENTS

- 3.10.1. Tax Exemption: The Institution is except from State sales and use taxes and Federal excise taxes.
- 3.10.2. Invoicing: The Contractor shall provide itemized invoices once the trip is completed. The invoices must contain the correct purchase order number and all charges associated with the trip. Prices charged must be in accordance with the bid prices. Delivery tickets and statements will not substitute as an invoice. Payment will be made once the Institution confirms completion of the trip and the service provided met all requirements set forth in the contract.
- 3.10.3. Down Payments: No down payments will be made by the Institution for any trips.

3.11. PRICING

- 3.11.1. All prices quoted are to include all costs including, equipment, drivers, insurance, fuel, tolls and all other expenses (except lodging for the driver on overnight trips) to be incurred in performance of the contract.
- 3.11.2. **Bidders can quote for one institution or for both institutions.**
- 3.11.3. **Bidders must quote all trips on the schedule for an institution.**
- 3.11.4. The Bidder is to provide the estimated round trip miles and pricing for each trip as identified in the Unit Price file. The cost of all trips in a year will be totaled.
- 3.11.5. The Bidder shall take the total from the Unit Price file and enter the annual amount onto the Price Sheet Section 10 of this request for proposal. The Bidder shall include a copy of the Unit Price file in the submission.
- 3.11.6. The Bidder shall identify on the Price Sheet Section 10 the type(s) of fuel and cost per gallon.
- 3.11.7. The trip schedule in the Unit Price File, represents the estimated trips and locations for the first year of the contract. All trips are subject to change based on changes to sport schedules, weather, playoffs or other factors.
- 3.11.8. Each contract option year a new trip schedule will be released by the Athletic Department. At the time of schedule release each Contractor shall provide updated prices based on the bid submission and corresponding contract. The pricing for each option year is subject to approval by the Institution.
- 3.11.9. Prices for Tournament play will be negotiated at the time of reservation.

3.12. TECHNICAL PROPOSAL: Bidders are to provide a technical proposal addressing all of the following.

- 3.12.1. Experience: The Bidder shall describe its experience in providing charter bus service to the Athletic Departments of other institutions of higher education.
- 3.12.1.1. The Bidder shall submit a list of at least three (3) contracts for provision of charter bus service to Athletic Departments within the past three years. This list shall include the name of the institution as well as the name, phone number, e-mail address of an institution representative responsible for oversight of the bus services.
- 3.12.2. Personnel
- 3.12.2.1. The Bidder shall provide the names and resumes of all owners, and all management and supervisory personnel involved in execution of the contract to be awarded as a result of this request for proposal. The Bidder shall indicate the role that each of the managers and supervisors will fulfill in provision of the service.
- 3.12.2.2. The Bidder shall provide the name, phone number and e-mail address of the individual that may be contacted during the Institution's review of the bid submission for further clarification of the submission.
- 3.12.2.3. The Bidder shall provide a description of its driver training, drug/alcohol testing, validation of driver medical certification, and evaluation methodology and criteria.
- 3.12.3. Equipment
- 3.12.3.1. The Bidder shall provide a descriptive inventory of equipment intended for use to service the contract, including year, make, condition, seating capacity and attributes.
- 3.12.3.2. The Bidder shall provide a description of maintenance activities.
- 3.12.3.3. The Bidder shall provide a description of excess vehicle inventory and capacity to provide replacement vehicles in case of emergency.
- 3.12.3.4. Bidder shall provide a description of the emergency communication processes and resources in place with drivers and staff for addressing vehicle failures, accidents, emergencies, or other critical incidents which may impede the provision of service or the safety of passengers.
- 3.12.3.5. Bidder shall provide a description of management equipment, systems, or devices used for tracking vehicle locations, conditions, driver behaviors and accident log.
- 3.12.3.6. Bidder shall provide current USDOT safety rating.
- 3.12.3.7. Bidder shall provide USDOT ID number and MC number.
- 3.12.3.8. Bidder shall provide New Jersey authority to operate charter service.
- 3.12.3.9. Bidder shall demonstrate flexibility to adjust the service schedule to accommodate changes due to weather or any other related causes.

3.13.FIELD DEMONSTRATION AND INSPECTION

- 3.13.1. As part of the proposal evaluation process, the Institution may request a field demonstration/inspection of the equipment/service to be provided under the contract. Such demonstration/inspection will be at the Bidder's expense and shall be on the U's campus or a mutually agreed upon site. The demonstration/inspection will take place within ten (10) working days of request.

3.14.AMERICAN WITH DISABILITIES ACT (ADA)

- 3.14.1. The parties to the agreement issued as a result of this request for proposal do hereby agree that the provisions of the Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101 et seq.) and the rules and regulations promulgated pursuant thereto (49 CFR 37.161-173, 38.21-39, 38.151-159 and 29 CFR 1630.1 et seq.) are made part of this specification document and are binding upon them. It is also understood by the parties that the Contractor shall indemnify, protect and save harmless WPUNJ, its officers, agents, and employees against all suits, claims, penalties and costs of every kind and description to which WPUNJ may be subjected to as a result of performance of this contract.

3.15.ASSIGNMENT

- 3.15.1. It is mutually understood and agreed that the Contractor shall nor assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Institution. Failure to comply may result in cancellation of the agreement issued as a result of this request for proposal.

3.16.CONTRACT TERMINATION

- 3.16.1. The Institution reserves the right without cause or penalty to terminate, at its sole discretion, the agreement signed as a result of this request for proposal, at any time upon thirty (30) days written notice, when it has been determined to be in the best interest of the Institution.

4. BID PROPOSAL PREPARATION AND SUBMISSION

- 4.1. GENERAL: The bidder is advised to thoroughly read and follow all instructions contained in this RFP, in preparing and submitting its bid proposal.
- 4.2. BID PROPOSAL DELIVERY AND IDENTIFICATION: In order to be considered, a bid proposal must arrive at the William Paterson University Purchasing Department before or at the date and time indicated in the RFP.
- 4.3. NUMBER OF BID PROPOSAL COPIES: The bidder must submit one (1) proposal e-mailed as an attachment to purchasing@wpunj.edu.

4.4. BID PROPOSAL CONTENT: The bid proposal must be submitted as one complete package with all of the required documentation and completed forms as specified in the RFP.

4.4.1. DOCUMENTS THAT MUST BE SUBMITTED **WITH** BID PROPOSAL: The following must be submitted with all proposals.

4.4.1.1. SIGNATURE PAGE, PRICE SHEET(S), REFERENCES, and COOPERATIVE PURCHASING: The bidder shall complete and submit the following as provided in the RFP: Signature page, all Price Sheets, Business References page, Bidder Qualification page, Cooperative Purchasing page.

4.4.1.2. OWNERSHIP DISCLOSURE FORM: The Bidder shall complete and submit with the proposal the Ownership Disclosure form. See the file: RFP Terms Conditions and Forms.

4.4.1.3. NON-COLLUSION AFFIDAVIT: The Bidder shall complete and submit with the proposal the Non-Collusion Affidavit. See the file: RFP Terms Conditions and Forms.

4.4.1.4. CONFLICTS OF INTEREST: The Bidder shall complete and submit with the proposal the Conflicts of Interest form. See the file: RFP Terms Conditions and Forms.

4.4.1.5. BID SECURITY AND STATEMENT OF SURITY: If requested in the RFP, the bidder must provide a bid bond and a statement of surety with the bid proposal. See Section 5 Special Contractual Terms and Conditions of this RFP for additional information.

4.4.1.6. W-9: Bidder shall complete and submit with the proposal an IRS W-9 form.

4.4.1.7. Supplier Information Form: Bidder shall complete and submit with proposal.

4.4.2. PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH BID PROPOSAL:

4.4.2.1. BUSINESS REGISTRATION CERTIFICATE: Failure to submit a copy of the bidder's Business Registration Certificate (or Interim Registration) from the Division of Revenue with the bid proposal may be cause for rejection of the proposal. See the file: RFP Terms Conditions and Forms.

4.4.2.2. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE: Not applicable for this RFP.

4.4.3. FORMS THAT MUST BE SUBMITTED **BEFORE** CONTRACT AWARD: The following forms must be submitted to the William Paterson University Purchasing Department before a contract is awarded as a result of this RFP.

4.4.3.1. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION: The bidder must complete the Exhibit A Certification form to show evidence of compliance. The bidder is required to submit a copy of its certificate or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned

Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). See the file: RFP Terms Conditions and Forms.

4.4.3.2. POLITICAL CONTRIBUTION FORMS: The bidder is required to complete the following Certification and Disclosure of Political Contributions forms. See the file: RFP Terms Conditions and Forms.

4.4.3.2.1. Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions. (Formally Executive Order No. 134) (Political Contributions)

4.4.3.3. CERTIFICATE OF INSURANCE: The bidder is required to submit proof of liability insurance in accordance with William Paterson University Terms and Conditions. See the file: RFP Terms Conditions and Forms.

4.4.3.4. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN: The Bidder shall complete and submit with the proposal the Disclosure of Investment Activities in Iran. See the file: RFP Terms Conditions and Forms.

5. SPECIAL CONTRACTUAL TERMS & CONDITIONS

- 5.1. PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS: The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Notice of Award. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP and addenda take precedence over the William Paterson University Standard Terms and Conditions.
- 5.2. CONTRACT TERM AND EXTENSION OPTION: **The term of this contract shall be for a period of three (3) years, beginning on or about August 01, 2022.** If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term as identified in this document.
- 5.3. CONTRACT TRANSITION: In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational.
- 5.4. CONTRACT AMENDMENT: Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and approved by both the contractor and the Institution.
- 5.5. CONTRACTOR RESPONSIBILITIES: The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The review, approval, acceptance or payment for any service shall not be construed as a waiver of any rights that the Institution may have arising out of the contractor's performance of the contract.

- 5.6. **SUBCONTRACTING OR ASSIGNMENT:** The contract may not be subcontracted or assigned by the contractor in whole or in part without prior written consent of the Institution.
- 5.7. **REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS:** In the event that the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the Institution shall notify the Contractor of such failure or default and demand that the same be remedied within a specific period of time. In the event of the failure of the Contractor to remedy the same within said period, the Institution shall take steps to terminate the contract. In this event, the Institution will authorize the service to be performed by any available means, the difference between the actual cost paid and the bid of the defaulting Contractor to be deducted from any monies due. It shall also be incumbent upon the contractor to continue operations until relieved by a newly selected Contractor.
- 5.8. **OPTION TO REDUCE SCOPE OF WORK:** The Institution has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such event, the Institution shall provide advance written notice to the contractor.
- 5.9. **AVAILABILITY OF FUNDS:** The Institution's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the University for payment of any money shall arise unless and until funds are made available for each fiscal year.
- 5.10. **PREVAILING WAGE:** Not applicable for this RFP.
- 5.11. **PUBLIC WORKS CONTRACT – ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT:** During the term of the contract the Contractor agrees to comply with N.J.S.A 10:5-33 regarding anti-discrimination.
- 5.12. **INDEMNIFICATION:** See the attachment titled William Paterson University Terms and Conditions.
- 5.13. **INSURANCE:** The successful bidder shall secure and maintain in force for the term of the contract liability insurance. See the attachment titled William Paterson University Terms and Conditions for the specific insurance requirements.

For bus service the aforementioned coverage for automobile liability insurance will be increased to five million dollars (\$5,000,000.00) per each occurrence. The Contractor shall provide an insurance certificate from a firm with a rating issued by A.M. Best Company of A- or better. The certificate must state the coverage is for charter bus service and the dates of the coverage period, which must correspond to the contract term period. The certificate must name the certificate holder as William Paterson University and William Paterson University Board of Trustees.

- 5.14. **STATEMENT OF SURETY, BID BOND AND PERFORMANCE BOND:** Not required for this RFP.
- 5.15. **DIANE B. ALLEN EQUAL PAY ACT:** Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce

Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. See the file: RFP Terms Conditions and Forms.

6. PROPOSAL EVALUATION

- 6.1. PROPOSAL EVALUATION COMMITTEE: Bid proposals may be evaluated by a committee composed of members of the Institution's Unit/Department responsible for managing the project, the Institution's Purchasing Department and other Institution employees.
- 6.2. ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL: A bidder may be required to give an oral presentation to the Institution concerning its bid proposal. The University may also require a bidder submit written responses to questions regarding the bid proposal. The purpose of such communication with bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify its bid. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way.
- 6.3. EVALUATION CRITERIA: The Institution may use, but is not limited to, the following evaluation criteria; A) The bidder's general approach and plans in meeting the requirements of the RFP, B) The bidders detailed approach and plans to perform the services required, C) The bidder's documented experience in successfully performing contracts of a similar size and scope, D) The bidder's experience in performing contracts for the Institution, other State Colleges and Universities, private institutions of higher education, and agencies of the State of New Jersey, E) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, F) The overall ability of the bidder to mobilize, undertake and successfully complete the contract and G) The bidder's quoted price and all other related costs to be incurred by the Institution.
- 6.4. ERRORS AND OMISSIONS: If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director of Purchasing may seek clarification from the bidder to ascertain the true intent of the bid.

William Paterson University reserves the right to waive any technical or formal defects found in the RFP submission.

- 6.5. REJECTION OF PROPOSAL: The Institution reserves the right, in its sole discretion, to reject any or all bids, or to accept a proposal in whole or in part, if deemed to be in the best interest of the Institution to do so.
- 6.6. NEGOTIATION AND BEST AND FINAL OFFER (BAFO): Following the opening of bid proposals, the University, may, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a best and final offer (BAFO) from one or more of the bidders.

Initially, the University will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the University, price and other factors considered. The University may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the University's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the University's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO, the University will complete its evaluation and issue an award to the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the University, price and other factors considered.

7. CONTRACT AWARD

- 7.1. MULTIPLE AWARDS: The Institution reserves the right to award contracts as a result of this RFP to more than one bidder.
- 7.2. In accordance with N.J.S.A. 18A:64-70, each Institution will award a contract as a result of this request for proposal to the responsible bidder(s) whose bid, conforming to the invitation to bid is most advantageous to the Institution, price and all other factors considered.

8. CONTRACT ADMINISTRATION

- 8.1. AUDIT: The Institution reserves the right to request from the contractor during the term of the agreement copies of the contractor's documentation and or information reports related to the performance of the contract. The requests could include, but are not limited to, copies of licenses or permits, reporting of invoiced data, copies of call reports.

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9. SIGNATURE PAGE

WPUNJ ADVERTISED REQUEST FOR PROPOSAL RESPONSE

Bid Identification # R192-22 Description: Athletic Teams Charter Bus Service

This bid proposal **MUST** be received by the William Paterson University Purchasing Department before or at **2:00 P.M. on JULY 6, 2022**, at which time responses will be publicly opened and read. Any proposal arriving at the Purchasing Department after the submission due date and time will not be accepted.

Read the entire Request for Proposal, including all terms, conditions and attachments.
Documentation below marked with an X must be provided in the RFP submission.

Document	With RFP Submission	Document	With RFP Submission
Signature Page	X	Ownership Disclosure Form	X
All Price sheets	X	Business Registration Certificate	X
Bidder Qualification	X	Public Works Contractor Reg. Cert.	Not Required
Bidder Business References	X	Source Disclosure	Not Required
Cooperative Purchasing	X	Supplier Information Sheet	X
Non-Collusion Affidavit	X	W-9	X
Conflicts of Interest	X	Bid Security	Not Required
Employee/Relative Disclosure	X	Statement of Surety	Not Required

Documentation below marked with an X must be provided before a contract award.

Document	Before Contract Award
Performance Bond	Not Required
Equal Employment Opportunity	X
PL 2005 Chapter 51 & Executive Order No. 117 (2008)	X
Insurance Certificate	X
Disclosure of Investment Activities in Iran	X

INFORMATION TO BE COMPLETED BY BIDDER

1. Bidder's Company Name :	2. Phone Number:	3. Fax Number:								
4. Bidder's Company Address:	5. Bidder's Tax ID:	6. Cash Discount Terms:								
7. Estimated Amount of Contract:	8. Amount of Bid Security \$:	9. Amount of Performance Security \$:								
10. All addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP. Bidder acknowledges receipt of the following addenda: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 40%; text-align: center;">Addendum Number</td> <td style="width: 60%; text-align: center;">Date of Addendum</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>			Addendum Number	Date of Addendum	_____	_____	_____	_____	_____	_____
Addendum Number	Date of Addendum									
_____	_____									
_____	_____									
_____	_____									
11. SIGNATURE of BIDDER:	12. TITLE:	13. DATE:								
14. NAME: (Print or Type)	15. E-MAIL:									

Notice: The University will pay invoices only when the Contractor has complied with all terms and conditions of the contract

10. PRICE SHEET

RFP #R191-22 Athletic Team Charter Bus Service

10.1 Unit Prices – Complete the Unit Price Excel file and include a copy in the response.

Bidders can quote for one institution or for both institutions.
Bidders must quote all trips on the Unit Price Excel file for an institution.

10.2 A. Total Annual Amount William Paterson University

\$ _____

10.2 B. Total Annual Amount Ramapo College

\$ _____

Do not leave an amount blank. If not quoting a specific institution write “No Bid”.

10.3 Fuel Cost – Please identify the fuel cost per gallon and the type of fuel (gasoline or diesel) used for this bid submission.

COMPANY NAME _____

REPRESENTATIVE SIGNATURE _____

11. BIDDER QUALIFICATIONS

Check Yes, No or NA (Not Applicable) for each question.	Yes	No	NA
1. Has the bidder provided like services for five (5) years or more?			
2. Has the bidder provided like services to William Paterson University or Ramapo College in the past?			
3. Has the bidder provided like services to other State of New Jersey Colleges/Universities in the past?			
4. Has the bidder provided like services to private Colleges or Universities in the past?			
5. Has the bidder done business with any State of New Jersey agency other than a State College or University in the past?			
6. Has the bidder ever been barred from doing business with any local, state or federal governments/agencies or institutions?			
7. Are there any pending lawsuits, legal actions, or litigations against the bidder?			
8. Does the bidder have any liens against goods/services which would impact delivery of product or completion of services?			
9. Has the bidder ever filed or petitioned for bankruptcy?			

COMPANY NAME _____

REPRESENTATIVE SIGNATURE _____

12. BIDDER BUSINESS REFERENCES

Please provide three (3) business references for contracts awarded of similar size and scope to the requirements of this RFP:

Reference 1.

Entity Name: _____

Address: _____

Phone: _____ e-mail: _____

Contact Person: _____ Title: _____

Number of years agreement in place: _____

Reference 2.

Entity Name: _____

Address: _____

Phone: _____ e-mail: _____

Contact Person: _____ Title: _____

Number of years agreement in place: _____

Reference 3.

Entity Name: _____

Address: _____

Phone: _____ e-mail: _____

Contact Person: _____ Title: _____

Number of years agreement in place: _____

COMPANY NAME _____

REPRESENTATIVE SIGNATURE _____

13. BIDDER TERMINATED CONTRACTS

Not applicable for this request for proposal.

The remainder of this page is blank.

14. COOPERATIVE PURCHASING

A. Will you extend contract prices to other State Colleges and Universities in New Jersey? (See the list below.)

Yes _____ No _____

- Kean University
- Montclair State University
- New Jersey City University
- New Jersey Institute of Technology
- Ramapo College of New Jersey
- Rowan University
- Rutgers, The State University of New Jersey
- Stockton University
- The College of New Jersey
- Thomas Edison State University
- William Paterson University of New Jersey

B. William Paterson University of New Jersey is a member of the New Jersey Higher Education Purchasing Association (NJHEPA), whose members include the four year public colleges and universities as well as private institutions. Will you extend contract prices to the association? (See the list below.)

Yes _____ No _____

Public:	Private:
Kean University	Drew University
Montclair State University	Monmouth University
New Jersey City University	Princeton University
New Jersey Institute of Technology	Rider University
Ramapo College of New Jersey	Seton Hall University
Rowan University	
Rutgers, The State University of New Jersey	
Stockton University	
The College of New Jersey	
Thomas Edison State University	
William Paterson University of New Jersey	

Each College/University shall be responsible for issuing purchase orders and payments directly with Contractor(s). Each institution will be responsible for signing individual contracts and is financially responsible for the services purchased. The Colleges/Universities listed in this section are under no obligation to use the Contractor(s) having extended pricing and services as the result of this bid.

COMPANY NAME _____

REPRESENTATIVE SIGNATURE _____