

# Francis Marion University – Travel Requirements

Solicitation: [RFQ-2377 Honors Charter trip - Williamsburg VA area](#)  
 Solicitation Date: October 14, 2021

Completed form may be e-mailed to [pmacdonald@fmarion.edu](mailto:pmacdonald@fmarion.edu)  
 For Questions regarding this request for quotation, contact:  
 Paul J. MacDonald – Director of Purchasing  
 843-661-1161

Form Must be Received by: **Tuesday, October 26, 2021.**

This Section Must Be Completed by the Vendor:

<b>Company Name:</b>			
<b>Authorized Signature:</b>			
<b>Authorized Signature (printed):</b>			
<b>Date:</b>			
<b>Address:</b>			
<b>City/State/Zip:</b>			
<b>Phone Number:</b>		<b>Fax Number:</b>	
<b>E-Mail:</b>			
<b>Federal ID Number:</b>		<b>SC Minority Cert. # (if applicable):</b>	

Also, please submit the following information:

- The number of passenger capacity, license plate tag number (s), vin number (s), plus the manufactured year for all buses offered in response to this solicitation.

Passenger Capacity	License Plate #	Vin Number	Manufactured Date

- The most recent Federal Motor Carrier Safety Administration report with a rating of “Satisfactory”.
- Carrier’s USDOT identification number: \_\_\_\_\_.
- Carrier’s Federal Motor Carrier MC identification number: \_\_\_\_\_.

## SCOPE OF WORK

The University is seeking a contractor to provide charter bus transportation service for the Francis Marion University Honors Program.

Travel will include departure from Florence (the University campus) to the destination(s) listed on the Bidding Schedule and returning to the University campus. See attached Bidding Schedule for destination(s), dates and estimated times. Exact departure times should be coordinated with the University Travel Coordinator in charge as denoted on the attached Bidding Schedule.

Contractor shall furnish all buses, drivers, fuel, maintenance, and materials necessary for the trip. These specifications describe standards of service for travel of FMU students and personnel by bus transportation. These standards are intended to apply to all buses used for bus transportation procured through this solicitation. The following requirements represent a minimum imposed by the University and these requirements, in no way, restrict the offeror from proposing additional or increased features:

### **SPECIFICATIONS**

#### **A. Buses**

- Buses manufacturer date shall not be older than fifteen (15) years.
- Buses shall meet or exceed all applicable State and Federal Motor Vehicle standards.
- Buses shall be equipped in accordance with all applicable State and Federal regulations and safety standards.
- Buses shall be equipped and serviced for passenger comfort for long-distance travel including clean restrooms, AM/FM stereo radios, televisions and DVD players (throughout the seating area). All amenities must be fully operational.
- All buses shall be in good mechanical condition and be capable of transporting the minimum number of passengers as noted for each trip.
- Buses shall be clean, well-lighted, restroom equipped, and well maintained. Overhead rack space will be provided for coats, hats, etc.
- **Temperature Control:** Where required for the comfort of passengers, buses will be equipped with air conditioning and heating units. The interior temperature of the bus will be controlled to ensure passenger comfort at all times regardless of seasonal weather conditions.
- **Seat Specifications:** Passenger seats will be upholstered with foam rubber or other material providing equivalent comfort that has not shifted or is excessively worn and will prevent contact with structural parts of the seat bottom or back. Seats with shifted or excessively worn cushioning will not be acceptable, even if the seats otherwise meet the requirements herein.
- **Cleanliness and Serviceability of Equipment:** Prior to departure of equipment from garaging point, buses will be serviced so as to be in proper operating condition. Interior and exterior will be thoroughly cleaned.
- The University reserves the right to inspect equipment prior to award.

#### **B. Statutory Requirements**

- Rules and regulations of the Interstate Commerce Commission, Department of Transportation, and State regulatory and supervisory agencies governing the safety of public motor transportation operations, condition of equipment, proficiency of operators and maintenance crews, and first aid requirements will be complied with at all times.
- Offeror shall pay and maintain all licenses, permits, taxes, etc. which are or may be required by any and all regulatory authorities for the performance and satisfaction of this contract. Rules and regulations of all local, state and federal authorities which govern the safety of public transportation operations, equipment condition, proficiency of operators and maintenance personnel, and first aid requirements are to be complied with at all times.
- Offeror must have and maintain a rating of "Satisfactory" through the Federal Motor Carrier Safety Administration.

### C. Insurance

- Contractor must carry a mandated minimum of \$5,000,000 of insurance coverage in accordance with the United States Department of Transportation Federal Motor Carrier Safety Administration regulations. Contractor must also comply with the Insurance documentation requirements listed under the Insurance Section later in this document entitled Contractor's Liability Insurance. **Prior to commencement of the work, contractor shall provide to the University a signed, original certificate of liability insurance (ACORD 25) as denoted in the Contractor's Liability Insurance subsection. This certificate must come directly from the insurance agency.**

### D. Drivers

- Drivers shall be employed by the Contractor and dressed in uniform that identifies the company and driver.
- Drivers shall be fully qualified to operate the equipment and licensed accordingly as per all Federal, State, local and U.S. Department of Transportation laws, rules and regulations.
- No smoking will be allowed, except, outside of buses prior to commencement of trip, after conclusion of trip, or during scheduled stops.
- Drivers shall not eat, drink, smoke, read (including road maps or trip itineraries), write in log books, wear a headset/listening device, send or receive text messages, or use a cell phone while operating the vehicle except in the event of a bona fide emergency. In all instances, drivers are expected to pull off the road before engaging in such activities.
- Drivers shall not, under any circumstance, pick up any passengers during the trip that are not part of the University's approved travel group.
- Drivers shall have prior knowledge of the trip itinerary and have a route planned. If the bus is equipped with an installed radio communication system or GPS or other navigation system, drivers trained in its safe operation may use such equipment in accordance with company policy.
- Drivers shall be knowledgeable of preventive measures to keep inclement weather from adversely affecting scheduled trip.
- **Lodging for Driver: The cost of overnight lodging for the driver is the responsibility of the Contractor.**
- **Food for Driver: The cost of meals for the driver is the responsibility of the Contractor.**
- **Additional Driver:** Due to length of time required for travel on some trips, a second driver may be needed to be in compliance with the US DOT hours of service rule. The Contractor and the University understand and agree that Federal Department of Transportation safety regulations require that a driver not exceed 10 hours driving time and 5 hours on duty time (not driving) per 24 hours. Offer must include for relief of driver's if needed and/or required by law.

### E. Routing/Scheduling

- **Departure Time** – Departure/Return times listed on the Bidding Schedule are estimates. Final scheduling for departure times and pick-up locations are the responsibility of the carrier, and should be made with the University Travel Coordinator.
- **Arrival Time and Punctuality** - Punctuality and bus availability are vitally important (Athletic teams must not be late or absent from scheduled events due to NCAA regulations). Contractor shall arrive on the University's campus no later than one (1) hour prior to the departure time listed on the Bidding Schedule.
- University shall provide the Contractor with an updated itinerary if a change is necessary, at a minimum of 72 hours before the departure date and time noted in this solicitation, unless the travel has been mandated in a change of schedule for reason out of the University's control.
- Contractor shall forward a copy of the trip map route 48 hours in advance to the University Travel Coordinator in charge for each event.
- Trips in excess of 200 miles from the University will be by the most direct route to destination to eliminate unnecessary road time. All return trips are straight through from place of departure.
- Athletic Events:

- Are subject to change based on schedule changes or inclement weather and may require a change in schedule or cancellation of scheduled trip. Any change will be provided as soon as information becomes available to University person in charge.
- **Contractor shall include local travel at each of the athletic competitions listed within this solicitation (i.e. from the hotel to the stadium, restaurant, etc). Contractor must transport teams to and from meals, practices, and competitions as necessary.**

#### **F. Briefing of Passengers**

- Contractor will brief University Travel Coordinator regarding route to be followed, stops in route and other service items. The University reserves the right to request changes, within reason, to the itinerary.
- During the trip, the University Travel Coordinator will be briefed concerning irregular events that occur and all reasons for delays or other interruptions to movement.

#### **G. Cancellation by the University.**

Trip cancellations are not anticipated, but are possible. Any cancellation notice will be provided as soon as information becomes available to the University person in charge. Should the University be required to cancel a trip with the Contractor, no penalty will be applied.

#### **H. Approved Persons Only.**

Only the approved Contractor driver and University personnel and students are allowed on the buses during travel, unless an additional relief driver is required by law, which will require disclosure to the University.

#### **I. Subcontractors**

Contractor shall not subcontract coach bus service with another carrier under the terms of this contract or otherwise assign this contract unless approval is obtained from FMU Purchasing Office during normal business hours Monday through Friday, 8:00 am – 5:00 pm by calling (843) 661-1160. If mechanical breakdown occurs outside of normal business hours during travel, the University Travel Coordinator(s) shall have authority to approve use of subcontractor occurring outside of normal business hours.

#### **J. Standards of Service.**

- **General** - The standards of service prescribed herein are a minimum and apply to all buses used under this procurement. In emergency situations carriers will endeavor to comply with the prescribed standards, as the circumstances permit.
- **Baggage** - It is the responsibility of the carrier to properly load, unload and secure all baggage and to insure that baggage compartment doors are properly secured. FMU personnel are responsible for unloading impediments (athletic equipment, etc.) as distinguished from personal baggage.
- **Mechanical Breakdowns** - Contractor must have sufficient fleet to compensate for mechanical breakdowns. Should mechanical breakdown or accident prevent continuation of trip with the original equipment, it shall be the Contractor's responsibility to provide alternate transportation that meets the specifications as outlined in this solicitation and make every reasonable effort to maintain original schedule. The procedures in place for roadside emergencies may be requested for evaluation purposes. Your failure to provide procedure(s) upon request may result in rejection of your offer.
- **Inspection** - The University reserves the right to inspect and reject all vehicles used in executing this contract. Such inspection may include a review of State required maintenance records, safety equipment, tires, glass, general appearance and cleanliness, and any other area that could affect the safety and comfort of passengers. Inspection will also include observance of the Contractor's procedures for compliance with the stated Standards of Service and other stated Specifications. Material deficiencies shall result in a written cure notice or, at the determination of the University, may result in the immediate termination of the contract or reduction in the total contract price of up to twenty (20%) of the trip in question.

#### **The University will:**

- Assign a University Travel Coordinator to coordinate all departure time and location for pickup.
- Provide an adequate parking site for departure.

**TRAVEL SCHEDULE – Charter Bus Service**

**The following is the travel schedule for the Honors Program trip.**

Due to unforeseen consequences (inclement weather, etc.), the schedule may be changed at the discretion of the University. If an Athletic Event, individual trips could be lengthened or shortened dependent upon win/loss of games; all schedules could be impacted by inclement weather. Departure times and Returning times listed are estimates.

TRIP	GROUP TRAVELING	DEPARTING FROM	DEPARTURE DATE	DEPARTURE TIME	DESTINATION (Include City and University Name)	BUS PASSENGER CAPACITY
1	FMU Honors	FMU Campus Florence, SC	Feb 24 2022	6:00 AM	Charlottesville VA, then Wmsburg VA	One 46- passenger bus
	OVERNIGHT	RETURNING FROM	RETURNING DATE	RETURNING TIME	RETURNING TO:	BID AMOUNT
	YES	Williamsburg	Feb 27, 2022	6:00 PM	FMU Campus Florence, SC	

Will there be a requirement to stop for a meal on the way to the destination? Yes  No

Will there be a need to stop for a meal on the return from the destination? Yes  No

**For more detail – please see Attachment 1 – Itinerary FMU Honors Trip to Williamsburg**

**For Informational Purposes Only:**

List all amenities provided for this specific trip, including but not limited to Restrooms, WIFI access, Televisions (throughout seating area) and DVD Player, and Radio.


Please provide a per day deduction amount if the group returns prior to its scheduled return date due to an unexpected change in the trip:

Deduct Amount: \$ \_\_\_\_\_

Exact departure times should be coordinated with the University Travel Coordinator in charge:

Name of Honors Trip Travel Coordinator	Phone	E-mail
Jon Tuttle	843-661-1521	jtuttle@fmarion.edu

**Vendor:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_  
(Same as signature on cover page)

**Date:** \_\_\_\_\_

## GENERAL CONDITIONS

**DEFAULT:** In case of default by the Contractor, Francis Marion University reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible Contractor until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by Francis Marion University resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty (30) days beyond the Request for Quotation deadline.

Unit prices will govern over extended prices unless otherwise stated.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1550 (b) of the South Carolina Consolidated Procurement Code.

The University reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the University reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The contractor assumes sole responsibility and shall hold harmless Francis Marion University, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful Contractor, its directors, officers, employees and agents under this agreement. Francis Marion University agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of Francis Marion University, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

**References:** The Procurement Office must receive your references within 2 (two) days of request.

**Termination:** Subject to the provisions below, the contract may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

**Termination for Convenience:** In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.

**Termination for Cause:** Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

**HIPAA Law:** The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Francis Marion University may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

**CONTRACTOR'S LIABILITY INSURANCE (JAN 2006):** (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

**COMMERCIAL GENERAL LIABILITY:**

- General Aggregate (per project) \$1,000,000
- Products/Completed Operations \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (Any one fire) \$ 50,000
- Medical Expense (Any one person) \$ 5,000

**BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):**

- Combined Single Limit \$1,000,000
- OR
- Bodily Injury & Property Damage (each) \$750,000

**WORKER'S COMPENSATION:**

- State Statutory
- Employers Liability \$100,000 Per Acc.
- \$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least

thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

**LICENSES, PERMITS, INSURANCE:** All costs for required licenses, permits and insurance shall be borne by the Contractor.

Francis Marion University requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

**IMPORTANT**– Please Note - Contractors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.