



REQUEST FOR QUOTATION (RFQ)

Department: Athletics
Requisition No.: 192884503

Deliver Completed Bid to:

Tennessee Tech University
Purchasing and Contracts Office
Derryberry Hall, Suite 301
P. O. Box 5144, 1 William L. Jones Dr.
Cookeville, TN 38505-0001
Ph: (931) 372-3491 / Fax: (931) 372-3727

Date: October 10, 2024

RFQ Coordinator: Tina Girdley

Phone: 931-372-6350

Email: tgirdley@tntech.edu

Bids must be received in the Purchasing and Contracts Office by **3:00 p.m. Central Time on November 13, 2024**. Bids may be mailed, faxed, or electronically submitted via email to the RFQ Coordinator (listed above).

Bid is subject to the [RFQ – Standard Terms and Conditions](#). By submittal of a bid, bidder certifies its agreement to these terms and conditions, which cannot be waived.

Special Bid Instructions:

1. Bidders who would like to become a registered Diversity Business Enterprise can visit the following link for more information: <https://www.tntech.edu/purchasing/howto.php>
2. Bid may be electronically signed and submitted.
3. To view a bid tabulation after intent to award, please visit this link: <https://www.tntech.edu/purchasing/bidawards.php> - Results are listed according to fiscal year then by date of bid opening.

Scope/Purpose of Bid:

Tennessee Tech University request bids from a qualified charter companies to provide charter service for its Outdoor Track and Field team and related personnel in accordance with the terms and specifications, as outlined herein.

Note: All Bid Responses shall state that the offer is valid for a minimum of seven (7) days from date of opening. This assures that the Bidder's offer is valid for a period of time sufficient to make bid award. Bids that do not state will be presumed valid for seven (7) days from the date of opening.

Please bid to furnish one (1) fifty-six (56) passenger bus and driver for the following trips. Exact departure and return times will be determined at a later time.

Trip 1: University of Alabama Birmingham – Birmingham, AL

Depart: Friday, March 28th from Cookeville, TN (morning)

Arrive: Friday, March 28th in Birmingham, AL

Return: Saturday, March 29th to Cookeville, TN (late evening)

Total Cost: _____



REQUEST FOR QUOTATION (RFQ)

Department: Athletics
Requisition No.: 192884503

Trip 2: Western Carolina University - Cullowhee, NC

Depart: Friday, April 25th from Cookeville, TN (early morning)
Arrive: Friday, April 25th in Cullowhee, NC
Return: Saturday, April 26th to Cookeville, TN (late evening)

Total Cost: _____

Bids are to include travel, driver, layover, deadhead charge (if any), and all costs associated with use of bus.

All Bids submitted are valid for seven (7) days from date of opening. _____ Yes _____ No

Tennessee Tech reserves the right to award Contract based on LOW BID BY TRIP or LOW TOTAL BID.

Does bidder agree to accept individual trips if awarded by low bid by trip? _____ Yes _____ No

Subcontracting under any resulting contract from this Request for Quotation (RFQ) is prohibited, unless requested by Tennessee Tech in the event of Contractor's equipment failure. The Contractor must perform all work and services outlined in the contract directly and may not delegate or assign any portion of the work to third parties or subcontractors without Tennessee Tech's prior approval. Failure to comply with this provision may result in immediate termination of the contract.

Requirements

1. An itemized invoice referencing contract number is to be emailed to the TTU Business Office at apinvoice@tntech.edu, after each trip. Please bill us no later than 30 days after completed trip.
2. Each destination: Bus and Driver may be utilized for transportation to practices, games and/or meals.
3. Number of Buses / Capacity: One (1) fifty-six (56) Passenger Bus and one (1) driver as specified.
4. Maximum two (2) hour replacement time for breakdowns preferred for each trip. If different, specify: _____. If breakdown of bus(s) occurs, Contractor shall be responsible for prompt replacement of buses in order to not interfere with schedule of trip. Contractor shall provide replacement(s) without any additional cost to Tennessee Tech. If Contractor is unable to provide replacement(s) within a reasonable time period, Tennessee Tech may secure necessary transportation and Contractor will be responsible for any additional cost(s) above trip cost quoted.
5. The following equipment is required and will be in working order prior to departure.
 - DVD Player
 - Wireless Internet
 - Satellite TV
 - TV's
 - 110 Volt Outlet
6. Age of bus: 5 years or less - Specify make/model/year of buses to be used:
Make: _____
Model: _____
Year: _____



REQUEST FOR QUOTATION (RFQ)

Department: Athletics
Requisition No.: 192884503

7. Tennessee Tech to furnish lodging for driver(s).
8. Maintenance records of all buses to be used must be available for inspection upon request by Tennessee Tech.
9. Bus Driver(s) and Company as a whole must adhere to all ICC and DOT regulations regarding driving safety, safety regulations, etc.

Please list ICC / DOT license number and date of licensing.

- License Number _____
- Date of Issuance _____

10. Provide proof FMCSR Carrier Safety Rating is satisfactory. Attach separate documentation with bid.
11. Provide valid certificate of insurance with the following minimum limits and coverages:
\$5,000,000 Automobile Liability Combined Single Limit and \$2,000,000 General Liability (Commercial General Liability General Aggregate).
12. Please list all traffic violations and accidents for previous 3 years. Attach a separate documentation with bid or certify "none to report" by initialing below:

_____ I certify no traffic violations or accidents in the previous 3 years.

13. Certify below that drivers to be used meet all applicable licensure and training requirements for the buses to be operated in fulfillment of this contract. Driver(s) has/have received adequate driver training.

_____ By initialing here, I certify that drivers to be used meet all applicable licensure and training requirements for the buses to be operated in fulfillment of this contract, and that the driver(s) has/have received adequate driver training.

14. The following required amenities will be functional, clean and maintained prior to departure:
 - Functional emergency exit(s)
 - Restroom(s) required
 - Underneath storage
 - Working and maintained HVAC (AC and Heat)
15. Vendor certifies and guarantees the availability of required buses by signing this bid.
16. Required that all buses to be non-smoking.
17. Certify financial responsibility.
18. Rainout/cancel trip notification of _____ hours. Makeup trip shall be the same price. Tennessee Tech otherwise reserves the right to cancel any trip or trips with no makeup trip and without penalty with written notice.
19. Tennessee Tech may, in its sole discretion, cancel a trip or contract without notice or penalty due to reasons including, but not limited to, health concerns, pandemic, or other similar condition.



REQUEST FOR QUOTATION (RFQ)

Department: Athletics
Requisition No.: 192884503

20. The safety of Tennessee Tech student athletes and employees is of primary concern to the University. Tennessee Tech reserves the right to request safety information from a contractor at any time during the contract term. Contractor/bidder shall have five (5) working days in which to respond to such requests to remain in good standing. Failure of any contractor/bidder to satisfactorily comply with all applicable safety standards and/or regulations will result in rejection of bid and/or cancellation of contract.
21. Tennessee Tech reserves the right to impose a monetary penalty of up to ½ trip fare, if buses do not meet or exceed the specifications listed above. _____ Please initial here to signify agreement.

NOTE: Failure to provide any required signatures, initials, references, certifications, licenses, records, or other information OR providing records deemed to be unsatisfactory, at Tennessee Tech's sole discretion, could result in rejection of bid.

RFQ Communications

Interested parties must direct all communication regarding this RFQ to the RFQ Coordinator named above, who is Tennessee Tech's only official point of contact for this RFQ. Unauthorized contact regarding this RFQ with employees or officials of Tennessee Tech other than the RFQ Coordinator named above may result in disqualification from this procurement process.

OTHER CONSIDERATIONS:

Conflict of Interest. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer, agent, employee, sub-contractor or consultant in connection with any work contemplated or performed relative to this request for quotations and any resulting contract and/or purchase order. If the Contractor is an individual, the Contractor warrants that within the past six (6) months he/she has not been and during the term of any resulting contract and/or purchase order will not become an employee of the State of Tennessee.

Non-Discrimination. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, American Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

Liability. The Contractor, being an independent contractor and not an employee of Tennessee Tech, agrees to hold harmless the University from any and all liability not specifically provided for in this contract.

Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under any resulting contract and/or purchase order, or if the Contractor shall violate any of the terms of any resulting contract and/or purchase order, Tennessee Tech shall have the right to immediately terminate any resulting contract and/or purchase order and withhold payments in excess of fair compensation for work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of any resulting contract and/or purchase order by the Contractor.

Amendment. Any resulting contract and/or purchase order may only be modified by written amendment executed by all parties hereto.

Governing Law. This request for quotations and any resulting contract and/or purchase order shall be construed in accordance with the laws and Constitution of the State of Tennessee.



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Terms and Conditions. The terms and conditions of this request for quotations and any resulting contract and/or purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase.

Any subsequent terms and conditions set forth by the vendor on invoices or in any other manner, shall not apply unless expressly agreed to in writing by Tennessee Tech.

NCAA Clause. Contractor agrees to comply with relevant National Collegiate Athletic Association (“NCAA”) legislation, interpretations and policies, located on the NCAA website at <http://www.ncaa.org/> and as amended from time to time, on the use of a student-athlete’s name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule 12.5.2 “Use of Student Athlete Name or Likeness.” Contractor further agrees that it will immediately report any actual or suspected violations of the NCAA legislation, interpretations, and/or policies to the Institution in the manner prescribed by this contract for communicating with the Institution. Contractor also acknowledges that this provision is a material term of this contract.

Debarment Certification. The Bidder certifies, by signature below and submission of this bid, that neither I nor my principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Sales and Use Tax. Before the Purchase Order/Contract resulting from this RFQ is signed, the apparent successful bidder must be registered or exempted from registration with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration or exemption. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

Illegal Immigrants. The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

COMPLETE INFORMATION AND SIGN BID BELOW.

Bidding Entity’s Name

Name of Contact Person (Printed)

Address

Phone/Fax

City, State, Zip

Email

Authorized Signature of Bidder

Date

Name & Title of Signatory (printed): _____

Tennessee Tech University is an EEO/AA/Title IX/Section 504/ADA employer.