

University of Wisconsin Eau Claire

UNIVERSITY OF WISCONSIN – EAU CLAIRE

PROCUREMENT SERVICES

105 GARFIELD AVENUE

EAU CLAIRE, WI 54701

Request for Bid #23-0004-CF

BUS TRANSPORTATION - NCUR CONFERENCE

Official Sealed Bid

Cheri Falkner

Issued Date: 9/28/2022

Due Date: 10/13/2022 2:00 PM CT

University of Wisconsin – Eau Claire

REQUEST FOR BID

AGENT: Cheri Falkner

Questions regarding this bid – see Section 3.1

THIS IS NOT AN ORDER

For Submittal of Bid Instructions – see Section 1

BID NUMBER: 23-0004-CF

ISSUE DATE: 9/28/2022

DUE DATE: 10/13/2022

Bid prices and terms shall be firm for sixty (60) days from the date of bid opening, unless otherwise specified in this Request for Bid by the University Procurement. Unless otherwise noted, public openings will be on the date and time specified. Award(s), if any, will be made as soon thereafter as possible. The bid abstract will be on file and is open to public inspection only after award determination has been made.

If **NO BID** (check here) ☐ and return.

Bus Transportation – NCUR Conference

In signing this bid, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the University Procurement bid document on file shall be the controlling document for any resulting contract. We certify that we have not, either directly or indirectly, entered into any contract or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the stated statement is accurate under penalty of perjury. I certify that the information I have provided in this bid is true and I understand that any false, misleading or missing information may disqualify the bid.

By submitting a bid, the bidder certifies that no relationship exists between the bidder and the University that interferes with fair competition or is a Conflict of Interest, and no relationship exists between such bidder and another person or firm that constitutes a Conflict of Interest. Further, bidder certifies that no employee of the University whose duties relate to this request for bid assisted the bidder in preparing the bid in any way other than in his or her official capacity and scope of employment.

The Bidder certifies by submission of the bid that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

COMPANY NAME:	
COMPANY STREET ADDRESS:	
COMPANY CITY, STATE & ZIP:	
SIGNATURE:	DATE:
TYPE OR PRINT NAME:	
TITLE:	
TELEPHONE NUMBER: ()	FAX NUMBER: ()
EMAIL ADDRESS:	
FEIN NUMBER:	DUNS #:

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1. SUBMITTAL INSTRUCTIONS

BIDS MUST BE EMAILED TO: FALKNECL@UWEC.EDU.

A complete copy of the required bid response must be received and be available for printing **prior to 2:00 p.m. CST/CDT** on the stated bid due date via **e-mail** to: falknecl@uwec.edu courtesy copy to uwecbids@uwec.edu. Submitting a bid to any other e-mail address other than above does not constitute receipt of a valid bid by Purchasing. A cover page is required, and you must provide all the documents required by the solicitation. **RETAIN A COPY OF YOUR BID RESPONSE FOR YOUR FILES.**

Emails should contain the solicitation #23-0004-CF and your company's name in the subject line. Email submissions may not be greater than 25 megabytes. Any email file greater than 25 megabytes will be rejected by the email server. It is the responsibility of the sending party to confirm emailed bid responses were received by the Purchasing office prior to bid due date.

1.1. BID RESPONSE REQUIREMENTS

For your bid to be considered, the following forms/information must be completed and submitted as part of your bid response. Failure to provide these forms and information with your bid submittal may disqualify your bid.

1. An Electronic Copy of your bid, including the signed original, with your company's name and the solicitation number in the document name. Bids must be received, and date/time stamped prior to 2:00 p.m. CST/CDT on the stated bid due date. The received date and time on your email will serve as the date/time stamp. It is the Bidder responsibility to verify that their bid was received before the deadline.
2. Request for Bid Form (**signed**) [Page 1](#) of this Document
3. Bidder Response Sheet (including attachments as requested on Bidder Response Sheet) ([Attachment A](#))
4. Specifications, descriptive brochure, and detail for the item(s) bid ([Section 6](#))
5. Itemized Bid List ([Attachment B](#))
6. Vendor Information Form ([Attachment C](#))
7. Client Reference List ([Attachment D](#))
8. Equipment List ([Attachment E](#))

2. GENERAL INFORMATION

2.1. PURPOSE

The University of Wisconsin – Eau Claire Procurement Services office requests bids for the purchase of BUS TRANSPORTATION for the NCUR Conference to be held at the University in April of 2023 and intends to use the results of this process to award a contract.

Conditions of bid which include the word “must” or “shall” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification, condition of bid or provide a specific item/service on the Itemized Bid List, Procurement reserves the right to delete that specification, condition of bid or item without having to complete the bid process again. FAILURE TO MEET A MANDATORY REQUIREMENT SHALL DISQUALIFY YOUR BID. This contract bid document and the awarded bidder’s (Contractor’s) response information shall become the Contract.

2.2. SCOPE

UW-Eau Claire, an institution of approximately 11,500 students and 1,400 faculty and staff, is consistently recognized as a top comprehensive university in the Midwest and is widely known as a leader in faculty-undergraduate research and study abroad. We strive for excellence in liberal education and select graduate and professional programs through commitment to teaching and learning and dedication to our core values of diversity, sustainability, leadership, and innovation.

In April of 2023, the University will host the National Conference on Undergraduate Research (NCUR). This conference is anticipated to bring approximately 3,000 individuals to the UW Eau Claire campus. The University will be contracting with a primary bus company to provide transportation to conference participants over the course of three days. The draft schedule for the conference is included as a separate attachment in the bid package as are drafts of the proposed routes with time and distance notations per Google Maps. Frequency will depend on the number of individuals that can be picked up per vehicle on each pass. Multiple vehicles per route may be needed.

The awarded vendor will be required to meet with a representative(s) of the Transportation Committee within 4 weeks after the bid is awarded to review transportation logistics for the conference.

The transportation schedule is shown below.

DATE	TIMES	# OF HOURS	DOWNTOWN	NORTH	CLAIREMONT	MALL
			3.4 miles ¹	13.3 miles ¹	3.5 miles ¹	7.5 miles ¹
Thursday, April 13	6:30am to 10:30am	4		X	X	X
	Noon to 2:00pm	2		X	X	X
	5:30pm - 8:30pm	3		X	X	X
Friday, April 14	6:30am to 10:30am	4		X	X	X
	Noon to 2:00pm	2		X	X	X
	4:00pm to 7:00pm	3	X			
Saturday, April 15	6:30am to 10:00am	3.5		X	X	X

¹ Miles shown are round-trip for the route.

See Specifications (Section 6) and/or Itemized Bid List (Attachment B) for the minimum acceptable specifications for items/services desired. The estimated item quantities identified on the Itemized Bid List are for bid purposes only. The University does not guarantee to purchase any specific quantity or dollar amount. This Contract must not be construed as mandatory upon any University campus, State agency or municipality. The University reserves the right to issue separate bids when deemed in the best interest of the University.

2.3. DEFINITIONS

The following definitions are used throughout this document:

Agent means University Procurement Agent responsible for this Request for Bid. Full contact information can be found in Section 3.1.

Appendix means page within this document or a separate document in the bid package that provides additional details specific to the goods or services being requested.

Attachment means a form at the end of the document that will become part of your bid response.

Bid means Request for Bid.

Bidder means a firm submitting a bid in response to this Request for Bid.

Contractor means successful Bidder awarded the bid.

Custom Charges/Fees: typically includes, but is not limited to, United States duties, if applicable; port of entry documentation fees; custom clearance fees; applicable tax; etc.

Department means University Departments within the University of Wisconsin Eau Claire

DVB means Disabled Veteran-Owned Business.

GSA means General Services Administration.

MBE means Minority Business Enterprise.

Procurement means the Procurement Office in the Division of Finance and Administration responsible for the procurement of goods and services for University of Wisconsin – Eau Claire located at UW Eau Claire, 105 Garfield Ave, Eau Claire, WI 54701.

Schools means University within the University of Wisconsin – Eau Claire.

State means State of Wisconsin.

University and UW both mean University of Wisconsin – Eau Claire.

University Imports: When the University is the Importer of Record or has responsibilities for paying Custom Charges/Fees for products purchased directly from a foreign country.

WBE means Woman-Owned Business Enterprise.

2.4. E-SUPPLIER REGISTRATION

Registration on the State of Wisconsin's Wisconsin e-Supplier Portal is available free of charge to all businesses and organizations that want to sell to the state or University system. Only vendors who are registered in Wisconsin's e-Supplier Portal are guaranteed to receive notice of State of Wisconsin solicitation opportunities in their commodity or service area. To register with Wisconsin e-Supplier Portal navigate to:

<https://esupplier.wi.gov> Registration allows a vendor to:

- Register for a bidders list for commodities/services that the vendor wants to sell to the state.
- Receive an automatic e-mail notification each time a state agency, including the University of Wisconsin System campuses, posts a Request for Bid (BID) or a Request for Proposal (RFP) with an estimated value over \$50,000 in their designated commodity/service area(s).
- Receive an e-mail notification of addendums/amendments relative to the BID or RFP.

2.5. ORDERS

Under this contract, Specific order(s) or Contract blanket order(s) may be issued to the Contractor(s). Bidder should identify method by which you will accept orders against this contract (e.g. e-mail, fax, internet, mail, phone, etc.).

- Specific order(s): issued as one-time orders.
- Contract blanket order(s): issued for a specified period, to allow departmental personnel to issue releases against the Contract blanket order(s) as needed.

2.6. ELECTRONIC COMMERCE/ONLINE ORDERING

Customers of this contract may want to take advantage of electronic ordering and "E-Commerce" opportunities that may be offered by the Contractor. All electronic orders shall receive contract pricing and/or discounts.

2.7. PARKING

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through [UWEC's Parking + Transportation department](#). Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed and/or towed.

2.8. PROMOTIONAL MATERIALS/ENDORSEMENTS

Contractor agrees that they will not use any promotional or marketing material which states expressly or implies that the University endorses either the Contractor or any party related to the Contractor or this Contract.

2.9. DISCRIMINATORY BOYCOTTS OF ISRAEL

Effective October 27, 2017, consistent with 2017 Wisconsin Executive Order 261, contractor agrees it is not engaged in a boycott of the State of Israel and further, contractor will not during the term of the contract engage in a boycott of the State of Israel. State agencies may not execute a contract and reserve the right to terminate an existing contract with a business entity that is not compliant with this provision. This provision applies to all contracts of all values.

2.10. SUPPLIER DIVERSITY

MINORITY BUSINESS ENTERPRISE PROGRAM (MBE)

The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The University of Wisconsin Colleges and Extension is committed to the promotion of minority business in the state's purchasing program.

The State of Wisconsin policy provides that Wisconsin Certified minority-owned business enterprises should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

The supplier/contractor may be requested to provide information about its purchases from Wisconsin certified MBEs.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of the Minority Business Program, 608/267-7806. To view all MBE firms, go to <https://wisdp.wi.gov/search.aspx> select the MBE box and click search.

WOMAN-OWNED BUSINESS ENTERPRISE PROGRAM (WBE)

Woman-owned business enterprises (WBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

State certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State Contracts.

A listing of certified WBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>

DISABLED VETERAN OWNED BUSINESS PROGRAM (DVB)

Disabled veteran-owned businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified DVBs that compete for State Contracts. This means that State agencies may make an award to the DVB submitting the lowest qualified Bid when that qualified Bid is not more than 5% higher than the apparent low Bid. (A Bidder preference will not be considered on a printing or stationery procurement.) Policy provides that DVBs should have the maximum opportunity to participate in the performance of its Contracts. The Supplier/Contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to DVBs or by using such enterprises to provide commodities and services incidental to this agreement.

The Supplier/Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their Contract amount.

A listing of certified DVBS, as well as the services and commodities they provide, is available at:

<https://wisdp.wi.gov/search.aspx>

VETERAN-OWNED BUSINESS PROGRAM (VB)

The State of Wisconsin encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants shall complete a Veteran-owned Business Request for Certification form (WDVA 1037).

Contact the DVA at: <http://dva.state.wi.us>. There is no price preference for certified VBs that compete for State Contracts.

3. BID PROCESS INSTRUCTIONS

3.1. CLARIFICATIONS AND/OR REVISIONS THROUGH DESIGNATED CONTACT

All communications and/or questions regarding this request must be in writing and must reference the bid number. Bidders are required to e-mail written questions to the Agent.

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this BID, they have five (5) business days after the bid issue date and time, to notify, in writing, the Agent at the address shown below of such error and request modification or clarification of the BID document.

Cheri Falkner

UW – Eau Claire Procurement Services

105 Garfield Avenue, Eau Claire, WI 54701

E-mail: falknecl@uwec.edu

PHONE 715-836-5171

If a Bidder fails to notify the Procurement Office of an error in the Bid document which is known to the Bidder, or which should have reasonably been known to the Bidder, then the Bidder shall submit a bid response at the Bidder's risk and if awarded a contract, shall not be entitled to additional compensation or delivery or installation time by reason of the error or its later correction.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this BID, supplements or revisions will be posted on <http://vendornet.state.wi.us>) and publicnotices.wi.gov.

Any contact with University employees concerning this Bid are prohibited, except as authorized by the Bid Manager during the period from date of release of the BID until the notice of award, is released. Contacting anyone other than the Designated Contact(s) above may disqualify your BID.

3.2. APPLICABLE DATES

DATE	EVENT
9/28/2022	Bid Issuance Date
10/5/2022	Written Questions Due
10/6/2022	Written Responses Due/Posted
10/13/2022 - 2:00 pm (CST/CDT)	Bid Due Date (CST/CDT)

3.3. SITE VISIT

Awarded supplier must visit the job site within 4 weeks after bid award to review the logistics with the Transportation representative(s). Contact information to schedule the site visit will be provided upon award.

3.4. PROPRIETARY INFORMATION

Any information contained in the Bidder's response that is proprietary must be detailed separately on the attached Designation of Proprietary and Confidential Information Form (DOA-3027). Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award. Information will only be kept confidential to the extent allowed by State of Wisconsin Public Disclosure Law (refer to Standard Terms and Conditions, Section 27.0). Pricing information cannot be kept confidential.

3.5. ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. Please contact Agent whose contact information is listed in section 3.1 to make a reasonable accommodation request.

3.6. APPEALS PROCESS

Any protest of the University's solicitation or intent to award must be based on an alleged violation of the Wisconsin State Statute or a provision of a Wisconsin Administrative Code.

Appeals must be submitted no later than five working days after the date of solicitation or the notice of intent to award is issued by the University, written notice of intent to protest must be sent to:

Vice Chancellor of Finance and Administration
University of Wisconsin—Eau Claire
Schofield Hall Room 230
105 Garfield Ave
Eau Claire, WI 54701

with a copy to:

Director of Procurement
University of Wisconsin—Eau Claire
Schofield Hall Room 228H
105 Garfield Avenue
Eau Claire, WI 54701

The complete protest must be received by the Vice Chancellor and the Director of Procurement no later than ten working days after the date of solicitation or the intent to award is issued. The protest must be in writing. Protesters must make their protests as specific as possible and must specifically identify the Wisconsin State Statute and/or State of Wisconsin Administrative Code provision(s) allegedly violated.

The decision of the University regarding the protest may be appealed to the Secretary of the Department of Administration within five working days after denial by the University, with a copy of such appeal filed with the University.

3.7. METHOD OF BID

Bidder must submit a net total for the services specified. Prices listed should be in US dollars unless otherwise indicated.

3.8. METHOD OF AWARD

Award(s) shall be made on the basis of the lowest net total which is judged to be in the best interest of the University. Bids that state the University shall guarantee orders of a specific quantity or dollar amount will be disqualified.

4. BIDDER QUALIFICATIONS

To be eligible for a Contract award, you must be licensed/authorized to provide this service by the state and federal government and able to provide the information requested in the solicitation and its attachments or your bid will be disqualified. Respond on Bidder Response Sheet (Attachment A).

4.1. BIDDER INFORMATION

Bidder must complete the attached Vendor Information Form (Attachment C) to identify designated contact people, to provide information regarding the size of the bidder's company, and other information as requested. All sections of this form must be completed.

4.2. BIDDER EXPERIENCE

The Bidder (company or its principals) must be in the business of providing Bus Transportation Services and must have done so for the past three (3) years. If you provide similar services to educational institutions of similar size and complexity, those references are preferred.

4.3. AUTHORIZATION

Bidder must be licensed in the State of Wisconsin and be compliant with all Federal, State and local requirements to provide this service, at the time of bidding and during the length of the contract. Failure to maintain this compliance shall be grounds for immediate termination of the contract.

4.4. CLIENT LIST / REFERENCES

Bidder must supply with their bid a client list of three (3) firms to which similar items/services have been provided during the past three (3) years to a comparable sized institution or company (see Attachment D). If contacted, information received from those clients will be used to determine whether bidder can reasonably meet contract requirements and specifications. Client references may be used in the award consideration.

If contacted, information received from those clients will be used to determine whether bidder can reasonably meet contract requirements and specifications. Client references may be used in the award consideration.

4.5. FAIR PRICE ANALYSIS

Purchases made under this contract may require further fair price analysis. Bidders should identify on the Bidder Response Sheet the type of documentation they will provide (i.e. published price list, list of previous buyers, etc.) to allow the University to complete this analysis. The awarded Bidder may be required to provide this documentation prior to the order being issued.

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the University are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence.

4.6. DEBARMENT

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

5. PERFORMANCE AND CONTRACT REQUIREMENTS

5.1. ON SITE SERVICE

In carrying out the scope of this Contract, the Contractor shall be required to perform services on University property. Bidders cost must include all transportation charges. Certificates of Insurance with appropriate levels of coverage must be provided prior to beginning work.

5.2. REQUIREMENTS FOR CRIMINAL BACKGROUND CHECKS

This contract is contingent upon, Contractor supplying workers who have passed a criminal background check that includes a national criminal background check database demonstrating the worker has no convictions or pending criminal charges that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

If, in the course of providing services to the University, Contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, Contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UW's Policy on Mandatory Reporting of Child Abuse and Neglect ("the Policy"). If the suspected child abuse or neglect involves an allegation against a UW employee or agent (e.g. student, volunteer, Contractor, etc.), or the incident or threat of child abuse or neglect occurred on the UW campus or during a UW-sponsored activity, the Contractor shall also report to the UW Police Department or UW's Office for Equity and Diversity.

5.3. TIMELINESS OF DELIVERY

Trips will be scheduled in advance. Once a trip is awarded to a contractor, contract must give ninety (90) days advanced notice.

5.4. ADDITIONAL ITEMS/SERVICES

Similar items/services may be added to this Contract provided it was mutually agreeable to both Procurement Services and the Contractor. Scope of work and pricing (including discounts) must be consistent with the current contract items/services.

5.5. INVOICING REQUIREMENTS

Contractor must agree that all invoices and purchasing card charges shall reflect the discounts and net prices established for the items/services on this contract for all orders placed even though the contract number and/or correct prices may not be referenced on each order or at time of purchasing card order.

The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt of properly submitted invoices by University Accounts Payable. Before payment is made, Accounts Payable must verify that all invoiced charges are correct per this Contract. Only properly submitted invoices will be officially processed for payment.

The Prompt Payment Policy requires that your invoices be clear and complete and in conformity with the list below and must be itemized showing:

- Contractor name
- Remit to address
- Purchase order number
- Release number if given
- Date of order/release
- Starting Point, waypoints, and end point
- Complete item description including how the costs were calculated (i.e. Miles X price, time X price, etc.).
- Prices per the Contract

Invoices that do not contain this information, may be rejected.

Please provide a sample of your invoice to show that you can meet these requirements.

At the discretion of Procurement and/or Accounts Payable, invoices not reflecting the correct discount or net prices may be short paid or disputed.

The original invoice must be sent to Accounts Payable at ACTPAY50@UWEC.EDU.

5.6. PAYMENT TERMS

The University shall be billed in arrears and payment will be made Net 30 days from receipt of a valid invoice.

5.7. INSURANCE

The Contractor shall maintain insurance levels as required in Standard Terms and Conditions, Section 22.0 and additional coverage required below. A certificate of insurance must be provided upon award.

The Contractor shall add: “The Board of Regents of the University of Wisconsin System, its officers, employees and agents” as an ‘additional insured’ under the commercial general, automobile, and **Contractor’s** liability policies. The certificate holder shall be listed as the University of Wisconsin-System Administration or System campus for their respective purchases.

Additional insurance requirements for this bid are as follows:

Transportation Services – This applies primarily to the transport of people.

Coverage Type	Minimum Limit
A. Worker’s Compensation	REQ’D NO EXCEPTIONS
B. Commercial General Liability Each Occurrence	\$1,000,000
Gen. Aggr. Incl. Prdts/CO	\$2,000,000
C. Automobile Liability Combined Single Limit	
Wisconsin Combined Single Limit	\$2,000,000
Interstate Combined Single Limit	\$5,000,000
D. Additional Insured Provision: The contractor shall add the, “Board of Regents of the University of Wisconsin System, its officers, employees, and agents” as an additional insured under the commercial general and automobile liability policies.	

In addition to these coverages the contract must contain all of the clauses listed under the [Special Terms and Conditions](#) for the UW System.

On notification of award and prior to issuance of a contract, the contractor (vendor) shall provide the University a Certificate of Insurance with the required coverage and limits of insurance issued by an insurance company that has an AM Best Rating of A-, is licensed to do business in the State of Wisconsin and signed by an authorized agent.

All policies of insurance shall contain a covenant requiring sixty (60) days written notice by the insurer and sent certified mail to the contract administrator at the specific institution, before cancellation, reduction, or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

In the event of non-renewal, cancellation, or expiration, the contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. Failure to maintain the required insurance in force may be cause for contract termination.

If the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice.

The contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by or result from the negligence, misconduct or other fault of the contractor, its agents, employees, subcontractors or contractors.

5.8. SUBCONTRACTING

5.8.1 For the purpose of this event, subcontracting to other bus transportation service providers is allowed. All subcontractors must meet the minimum requirements established in this Request for Bid. Prior to the commencement of work, Contractor must provide Subcontractor's complete contact information including EIN# (TIN#, SS#) and signed W-9 form.

5.8.2 The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. University reserves the right to assess Contractor damages in excess of the contract amount for Subcontractor's failure to perform or inability to complete required project milestones. The Contractor is also responsible for all management and coordination of subcontractors.

5.8.3 Subcontractors must abide by all terms and conditions under this Contract.

5.8.4 If subcontractors are to be used, the Contractor must clearly explain their participation, deliverables, and project milestones prior to commencing work.

5.9. ACTIVITY REPORTS

Contractor should be able to report on all items/services purchased against this contract during the designated report period, including but not limited to:

- Contractor name
- Remit to address
- Purchase order number
- Release number if given
- Date of order/release
- Starting Point, waypoints, and end point
- Complete item description including how the costs were calculated (i.e. Miles X price, time X price, etc.).
- Prices per the Contract

5.10. RECORD AND AUDIT

The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin, and local ordinances.

The University shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall retain all applicable documents for a period of not less than five years after the final contract payment is made. The University reserves the right to inspect any facilities used to support this Contract.

5.11. ENTIRE CONTRACT

A contract will be awarded based on the criteria established in this Request for Bid, including attachments and any amendments issued. The BID, the bid response, and written communications incorporated into the contract constitute the entire contract between the parties. The hierarchy of documents in descending order for resolution is as follows:

- A. Contract Award Letter
- B. Original Request Bid Number **23-0004-CF**, dated **9/28/2022** including amendments/attachments
- C. Bidder response to BID.
- D. Official Purchase Order (when applicable)

Any other terms and conditions provided by the Bidder with the bid or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the University's Procurement Department. Any exceptions to this BID should be submitted with your response and alternative language proposed.

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's letterhead, signed, and attached to the bid response as an attachment. Each deviation and exception must be identified by the section, page, and paragraph to which it applies. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable.

Submitting a standard Bidder contract or term and condition as a complete substitute or alternative for the language in this solicitation will not be accepted and may result in rejection of the bid.

The University reserves the right to negotiate contractual terms and conditions or reject the Bidder's response and proceed to the next qualified bidder.

A Word copy of this exceptions document must be submitted with your electronic bid response.

5.12. TRAVEL PER DIEMS

All Contractor's travel expenses shall not exceed federal Per Diem Rates. Vendor shall pay costs at the time they are incurred and bill them back to the University on billing statement with no mark up.

6. SPECIFICATIONS

6.1. INFORMATION FOR BIDDERS

This Request for Bid shall require data from each bidder to enable the University to determine which bidders are qualified according to the criteria in this contract. **Bidders shall furnish complete descriptions of their capabilities in the field of Bus Transportation Services.** The University will determine responsible bidders from the information provided and as defined in the State Bureau of Procurement Regulation, and only those will be further considered for contract award. Representatives from the University reserve the right to inspect the bidder's facilities and other operations under the contractor's management prior to award of this bid.

Bidders shall provide a written response to all the following bidder's information (paragraphs 6.2 through 6.9). Each response shall be numbered to coincide with the bidder's information numbering and presented in the sequence listed. The bidder's information shall be prepared simply and economically, providing straightforward, concise information and descriptions as required. Emphasis should be on completeness and clarity of content. Omission, inaccuracy, or misstatement may be sufficient cause for the rejection of a bid.

This shall not be construed as a mandatory contract on the schools. They shall retain the right to contract with other vendors if it is in their best interest.

6.2. MANDATORY REQUIREMENTS

6.2.1 The Bidder (company or its principals) must be in the business of providing Charter Busing Services and must have done so for the past three (3) years. Do you comply with this requirement?

6.2.2 The successful contractor will be required to provide the University of Wisconsin Schools with a copy of their I.C.C. Tariff Rate Sheet for Interstate Travel and their travel authorization from I.C.C prior to the charter trips. Will you comply with this requirement?

6.2.3 You must provide a current copy of the bidder company's Federal Highway Administration Carrier Profile (MCS 90B). Will you comply?

6.2.4 Contractor(s) must comply with all Department of Transportation requirements for parties providing this service. This includes but is not limited to vehicles, employees, etc. Are you and will you remain in compliance with these requirements?

6.2.5 Charter Bus contractors must meet state standards of equipment and drivers per Wisconsin Administrative Code Trans 300, Subchapter II (equipment) and Trans 300.16 (driver equipment). Are you and will you remain in compliance with these requirements?

6.3. COMPANY INFORMATION

- 6.3.1 Please provide your companies name and address for your Corporate Headquarters.
- 6.3.2 Please provide address(es) for locations that will service our account.
- 6.3.3 Please describe the duration (years) and extent of experience your company has been in the Coach Busing Services Business.
- 6.3.4 Provide a description of at least three (3) other companies or schools in which you provide Coach Busing Services like what will be provided to UW Eau Claire. Include length of time with account and account contact person's name and telephone number. UW System may also conduct independent reference checks and employ them in evaluating bidder responsibility.
- 6.3.5 Provide evidence of your financial capacity to support the services requested in this Request for Bid. Examples include a complete balance sheet or annual report as of the last previous fiscal year of operation. Certified Public Accountant certification may be required.
- 6.3.6 The bidder's response must clearly demonstrate the capacity to handle the requirements of this contract. Provide a listing of the numbers of buses, size of buses and type of buses (restroom, A/C and heat, DVD/VCR, TV, etc.) that will be used to fulfill this contract. See Attachment G Equipment List

6.4. TECHNICAL SPECIFICATIONS

- 6.4.1 Vendor must have capability to communicate between buses in the event of several chartered buses traveling together.
- 6.4.2 Provide a detailed description of bidder's preventive maintenance program, including replacement policy for worn or defective equipment. Include a description of how bidder deals with breakdowns on the road or at destination sites away from the home facility.
- 6.4.3 Cancellations made with less than ninety (90) days' notice of the scheduled trip are subject to a vendor cancellation fee not to exceed \$50.00. If a cancellation fee will be assessed, the dollar amount must be shown on the Itemized Bid List. Contractor must advise departments regarding any policy in place to reserve buses and of any cancellation policy. This policy will allow the vendor to utilize equipment and personnel efficiently. The contractor will be notified at once when a decision has been made to cancel a trip.
- 6.4.4 Buses are to be at the designated pick-up point at least 30 minutes prior to initial departure time for each shift for loading, at no cost for this time. Failure to show or arriving late will be cause for penalty.
- 6.4.5 DRIVER/OPERATOR REQUIREMENT: The driver(s) must be unaccompanied. This means that spouses or children cannot be on University chartered trips. The University will supply hotel rooms for the drivers; however, meals are the responsibility of the bidding company unless the hotel offers a continental breakfast. The University does not guarantee all hotels will provide a continental breakfast. Drivers are required to obtain or have available written directions to each destination **prior** to pickup of passengers. Drivers must not eat, drink, or read maps while operating the vehicle. Driver smoke breaks will be only done when the passengers have scheduled or requested a stop. Driver must not have any personal items including coolers or luggage in the aisle of the vehicle during charter services.

6.4.6 All Contractor's employees, while working on University property, must wear a clearly displayed photo identification badge or uniform showing name of employee and/or company represented. Any identification must be provided by the Contractor at the Contractor's cost.

6.4.7 If there are any other billing methodologies that your company uses that would benefit the University, please detail them. Please include when this would be applied (i.e. specific miles, time, etc.) and how the calculations are made. The University will not accept alternate pricing methodology unless we can confirm the benefit.

6.5. REPORTING

Reporting must be available upon request for all the information that is required on the invoice. Including but not limited to dead miles, live miles, cost per mile, any additional driver costs, any additional hotel costs, etc. Will you comply with this requirement?

6.6. PRICING

6.6.1 Only those charges outlined in your cost proposal will be compensated. All other cost incurred by the bidder will be their responsibility. Do you agree to this requirement?

6.6.2 The University may require the Contractor not to assign any employee the University deems incompetent, careless, insubordinate, or otherwise objectionable to work on University projects.

6.6.3 A late penalty may be assessed against the total value of the trip if the Contractor does not pick up as required the ordering department against a contract order or as agreed upon by purchase order or quotes.

6.6.4 If the Contractor cancels a trip without proper notice as defined above, the University reserves the right to contract with other vendors and charge the canceling Contractor the difference in prices paid.

6.6.5 For each instance in which a passenger is picked up outside this services standard, the percentages shall be deducted from the trip's costs. The deductions shall be assessed based on the following table:

LATE (FROM SCHEDULED DEPARTURE TIME)	CHARGE
10 minutes	10%
½ hour late	50%
1 hour late	75%

6.6.6 The charge may be waived during periods of severe weather or when conditions, as determined by the University, indicate the delay was unavoidable. This determination is final. If the Contractor believes an event occurring in the University/city may cause delays, it is the responsibility of the Contractor to notify the requestor of the event and to obtain prior written concurrence that charges will not be assessed.

6.6.7 All complaints will be forwarded to the Contract Administrator for resolution if not resolved by the contracting department. After bid submission the University may request supplementary information as necessary, in the University's opinion, to assure that the bidder's competence, business organization, and financial resources are adequate to successfully perform the specified service.

6.7. INVOICING

Invoices must include enough information for the schools to take verify their costs with only your invoice and the price sheet. If your invoice does not comply with this requirement they may be rejected and must be resubmitted.

Provide a description of the accounting and invoice procedures to be used to comply with the contract specifications. Include sample forms.

6.8. CUSTOMER SERVICE

Contractor must have covered telephone service from 8:00 a.m. to 5:00 p.m. CDT Monday through Friday to respond promptly to requests for service. Since service will take place outside of standard business hours, the contractor shall also provide the University with an “off-hours” phone number in case of emergent/urgent needs?

6.9. EMERGENCY SITUATION

In the event of an emergency (pandemic, snowstorm, mechanical failure, etc.), Contractor may be required to provide the University with the services on this bid as required. An emergency preparedness plan to serve the University and the services that are available to meet emergency needs should be provided if requested. Minimally, this plan should include emergency contact information, product and service level availability, staffing, equipment, and logistics plan.

ATTACHMENT A – BIDDER RESPONSE SHEET

NOTE: This form **must be returned** with your bid response. Numbers for each question below refer to the corresponding section of this document that explains the requirement. Bidder may attach additional relevant information to their bid response; identify sections to which information applies.

SECTION #	QUESTION	YES	NO	N/A
1.1	Have you submitted a complete copy of the bid, including all necessary attachments as indicated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.0	Is your company licensed/authorized to provide this service by the state and federal government and able to provide the information requested in the solicitation and its attachments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.1	Have you identified the designated contact people within your company, the size of your company, and other information on Attachment C?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Has your company or its principals been in the business of providing bus transportation services for at least the last three (3) years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Is your company licensed in the State of Wisconsin and compliant with all Federal, State and local requirements to provide this service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4	Have you supplied a list of three (3) comparable sized institutions or companies to which similar services have been provided during the past three (3) years? (See Attachment D).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5	What documentation will you provide to allow the University to complete a fair price analysis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.6	Do you certify that neither your organization nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.1	Are you bidding all prices On Site Service? (Be sure to read Section 5.1 carefully.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Do you agree with the requirements for criminal background checks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5	Have you provided a copy of your invoice?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Do you agree to the invoicing requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6	Do you agree to the payment terms of Net 30?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.7	Will you provide Certificate(s) of Insurance (COIs) indicating coverage and agree to maintain coverage as required in 5.7.3 and have you added, or will you add the following language to the insurance certificate? <i>"Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general and automobile liability policies."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5.8	Do you agree to subcontracting terms and conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.9	Can you report on services purchased as a result of this Request for Bid (RFB)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.11	Have you documented exceptions in the format requested?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.0	Are you bidding items as specified on the Itemized Bid List?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.2	Can you meet all the mandatory requirements outlined in 6.2?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.3 – 6.9	Have you responded to all questions in these sections?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.9	Are you able to provide the University with services on this bid in the event of a major catastrophic emergency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT B – ITEMIZED BID LIST

Costs which are not specifically identified below will not be compensated under any Contract awarded pursuant to this BID.

Estimated number of attendees: 3,000

Hotel rooms will be provided for drivers.

DATE	TIMES	# OF HOURS	DOWNTOWN	NORTH	CLAIREMONT	MALL
			3.4 miles ¹	13.3 miles ¹	3.5 miles ¹	7.5 miles ¹
Thursday, April 13	6:30am to 10:30am	4		X	X	X
	Noon to 2:00pm	2		X	X	X
	5:30pm - 8:30pm	3		X	X	X
Friday, April 14	6:30am to 10:30am	4		X	X	X
	Noon to 2:00pm	2		X	X	X
	4:00pm to 7:00pm	3	X			
Saturday, April 15	6:30am to 10:00am	3.5		X	X	X

¹ Miles shown are round-trip for the route.

Total Project Cost, not to exceed:

\$

ATTACHMENT C – VENDOR INFORMATION FORM

VENDOR NOTE: ALL THREE (3) PAGES OF THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID RESPONSE.

COMPANY AND CONTACT INFORMATION

Company Name:	
Company Website	

CONTACT FOR QUESTIONS REGARDING THIS BID

Name:			
Telephone:		Email:	

CONTRACT RENEWALS / PROBLEMS

Name:			
Telephone:		Email:	

SALES REPRESENTATIVE

Name:			
Telephone:		Email:	

ORDERING / EXPEDITING

Name:			
Telephone:		Email:	

RETURNS

Name:			
Telephone:		Email:	

VENDOR INFORMATION FORM CONT.

INVOICE INFORMATION

Name:			
Telephone:		Email:	

AFFIRMATIVE ACTION (SEE SECTION 17 IN [STANDARD TERMS AND CONDITIONS](#))

Name:			
Address:			
City/State/Zip:			
Telephone:		Email:	

SUPPLIER DIVERSITY REPORTING (SEE SECTION 2.9)

Name:			
Address:			
City/State/Zip:			
Telephone:		Email:	

2. In accordance with Wisconsin Statutes 560.035, 560.0335 and 560.036, indicate below if you are a Wisconsin certified Minority Business Enterprise (MBE), Work Center (WC), Disabled Veteran-Owned Business (DVB) or Woman-owned Business Enterprise (WBE) (see websites:

<https://wisdp.wi.gov/Home.aspx> or <http://stateuseprogram.wi.gov/section.asp?linkid=1424&locid=65>).

____ Minority (MBE) ____ Work Center (WC) ____ Disabled Veteran-Owned Business (DVB)

____ Woman Owned Business Enterprise (WBE) ____ Not applicable

(If no answer is indicated above, we will assume that you are none of the above when making the award.)

VENDOR INFORMATION FORM CONT.

3. Pursuant to Public Law 95-507, indicate which of the following classifications apply to your organization. All vendors are considered Large Business unless otherwise indicated (see website: www.sba.gov/). (Check ☐ all that apply.)

_____ LARGE BUSINESS (LG)

_____ SMALL BUSINESS (SB)

_____ VETERAN OWNED SMALL BUSINESS (VOSB)

_____ SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)

_____ HISTORICALLY UNDER-UTILIZED BUSINESS ZONE (HUBZONE)

_____ SMALL DISADVANTAGED BUSINESS (SDB)

_____ WOMAN-OWNED SMALL BUSINESS (WOSB)

4. AMERICAN MADE: Wisconsin Statutes S. 16.754, directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. "Substantially equal" means when bids are tied or proposal scores are equal. Indicate whether the material covered in your bid/proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

_____ YES _____ NO _____ UNKNOWN

ATTACHMENT D – CLIENT REFERENCE LIST

Reference Name: _____ Contact: _____
Address: _____
Phone #: _____ Email: _____
Internet Address: _____
Description and date(s) of commodities and services provided:

Reference Name: _____ Contact: _____
Address: _____
Phone #: _____ Email: _____
Internet Address: _____
Description and date(s) of commodities and services provided:

Reference Name: _____ Contact: _____
Address: _____
Phone #: _____ Email: _____
Internet Address: _____
Description and date(s) of commodities and services provided:

References may be contacted to confirm the Bidder's abilities and qualifications as stated in the Bidder's response. The University may perform due diligence by contacting any applicable business reference, including references from within the UW System. The University reserves the right to disqualify any Bidder whose references don't support their stated claim of qualifications in their response.

ATTACHMENT E- EQUIPMENT LIST

Please complete the attached Equipment list on any of the buses that will be utilized for the NCUR 2023 event hosted by UW-Eau Claire. Additionally, please provide photos of each bus. School buses are acceptable.

[illegible]