



Request for Proposal

Chauffeured Ground Transportation Services

(Charter buses, limousine & town cars, and taxi)

September 22, 2017



A VASCUPP™ Member Institution

Issued by

Procurement and Supplier Diversity Services
Charlottesville, Virginia

A. GENERAL INFORMATION

Request for Proposal (“RFP”) Name: Chauffeured Ground Transportation Services

RFP Number: #KC092217

Issue Date: September 22, 2017

Brief Description: The University of Virginia (the “University”) seeks qualified firms to provide chauffeured ground transportation via charter buses, limousines & town cars, and taxis (the “Services”).

This solicitation is being issued by the University on behalf of the Virginia Higher Education Procurement Cooperative (“VHEPC”), which includes all members from the Virginia Association of State College and University Purchasing Professionals (“VASCUPP”). The intention of this RFP is to issue multiple awards. Firms that would not normally support the University, should still respond to this RFP – specifically if interested in providing services to VASCUPP member institutions. Reference the zone map located on this link for VASCUPP member locations:

<https://vascupp.org/VASCUPPzonemap.pdf>

Estimated annual spend for VASCUPP members on the Services:

Row Labels	Bus	Limo	Taxi	Grand Total
GMU	\$4,335,883	\$189,844	\$47,995	\$4,573,722
VCU	\$590,000	\$40,000	\$250,000	\$315,000
UVA	\$491,000	\$263,500	\$80,000	\$834,500
VT	\$618,371	\$4,969		\$623,340
W&M	\$526,017	\$6,885	\$3,993	\$536,895
VMI	\$325,737	\$9,098		\$334,835
RU	\$318,834			\$318,834
LU	\$181,495			\$181,495
ODU	\$150,000			\$150,000
JMU	\$66,490			\$66,490
UMW	\$47,141	\$11,095		\$58,236
Grand Total	~\$7,700,000	~\$500,000	~\$380,000	~\$8,600,000

Preproposal Questions: Any questions concerning this RFP must be sent to Kevin Crabtree / kc5yc@virginia.edu no later than 12PM (EST) on Friday October 13, 2017 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: 12 PM (EST) on Friday November 3, 2017. Firms must submit an electronic proposal that will be received by the University by the proposal deadline. Proposals must be submitted through the Contract Opportunity Portal found online at <http://www.procurement.virginia.edu/pagecontractopp> - **Use code KC092217**. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University. See RFP Attachment 4: Sample Screen Shots for Proposal Upload, for instructions on submitting proposal

Negotiations: Negotiations are anticipated to take place with finalist thru the end of December. Negotiations will be conducted via email and phone.

Expected Award Date: December 31, 2017

RFP Updates: This RFP has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: <http://www.procurement.virginia.edu/pagerfp>. It is the firm's responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: <http://www.procurement.virginia.edu>.

For ease of reference, each firm or individual receiving this RFP is referred to as a "firm" and the firm or individual selected to provide services for the University is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

B. COOPERATIVE PURCHASING / USE OF AGREEMENT by THIRD PARTIES

It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies,

political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm(s) and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Selected Firm(s) may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, polices, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm(s).

The Selected Firm(s) will notify the University in writing of any such entities accessing the Agreement. The Selected Firm(s) will provide semi-annual usage reports for all entities accessing the Agreement. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm(s) to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

It is the University's intent to market this cooperative access to other institutions and state entities for cooperative use. Selected Firm(s) are encouraged to promote any resulting agreement to other institutions and state entities as a vehicle that satisfies competitive requirements.

C. SCOPE OF SERVICES

It is the University's intent to enter into an Agreement with Selected Firm(s) for

Chauffeured Transportation Services that will help the University, VHEPC, and VASCUPP meet their chauffeured transportation needs. The Services to be provided shall include, but not be limited to, the following:

1. All types (Charter Bus, limousines & town cars, and taxis) of transportation Services to include:
 - a. Provide vehicles that will be clean, have a valid state inspection sticker, and meet all federal, state, and local safety requirements.
 - b. Comply with the Americans with Disabilities Act, or the specific requirements of the traveler.
 - c. Maintain proper licensing through the Virginia Department of Motor Vehicles for passenger transportation and comply with all laws and regulations set by the National Highway Traffic Safety Administration.
 - d. Refuse to quote or issue a 15-passenger van – this is a Virginia risk management decision.

D. BASIS OF SELECTION

The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. Selected Firm(s) must provide a discount on their Services (See RFP Attachment 3; Service Pricing).
2. The contractual terms which would govern the relationship between the University and the Selected Firm(s) (See RFP Attachment 2, Award Agreement; Section I. Conditions of Award, Contractual Provisions)
3. The Selected Firm's Small, Woman-owned and Minority-owned (SWAM) business status and/or the Selected Firm's plan for utilization of SWAM businesses. For more information about SWAM and the University's SWAM plan, please see the letter in Attachment 1 and refer to the following site:

www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf

Note 1: A 25% minimum weight will be given to this criterion in evaluating proposals.

Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.

E. Anticipated Award Schedule / Open Enrollment

It is the intent of this RFP to have multiple open award enrollment periods, at the University's option, during the 10 year term. The University reserves the right to award to new Selected Firm(s) during these open enrollment periods.

Selected Firm(s) who have been awarded will be subject to auto-renewals for the full ten (10) year period unless otherwise determined by the University. Selected Firm(s) pricing and discounts will remain for a period of two years from date of Agreement. The University or the Selected Firm(s) may negotiate or re-negotiate pricing or service terms during the renewal period. Selected Firm(s) awarded in subsequent generation(s) will have the same expiration term and pricing requirements as identified in this RFP.

F. CONTENTS OF PROPOSAL

Proposals should include information outlined in this section.

- 1) Attachment 2: Award Agreement - in Microsoft Word format or Adobe portable document format ("PDF").
- 2) Attachment 3: Service Pricing - in Microsoft Excel spreadsheet format only.
Note: If a fee is not detailed or provided with your proposal, it will not be an allowable charge.
- 3) A concise document describing information about the Selected Firm's fleet of vehicles. Make sure to include information about the number of vehicles, age, and vehicle amenities (specifically address: Wi-Fi availability, electrical outlets, sleeper cabins, satellite TV, DVD player, Shades or tinted windows). This document will be used for internal marketing and informational purposes for shoppers within each University.
- 4) A document describing the Selected Firm's plans for dealing with emergencies and mechanical failures, specifically addressing: response time and billing.
- 5) Any additional proposal documents that are of necessity.

Proposals must be submitted through the Contract Opportunity Portal found online at <http://www.procurement.virginia.edu/pagecontractopp> - **Use code KC092217**. See RFP Attachment 4: Sample Screen Shots for Proposal Upload, for instructions on submitting proposal. Firms will be expected to upload 3 documents (system will not allow for more than that). Those documents are:

- Award Agreement (RFP Attachment 2)
- Service Pricing (RFP Attachment 3)
- Supplemental information, to specifically include: fleet information, emergency and mechanical failure service plan, and any additional documents of necessity.

These document must be combined into a single file.

NOTE: Virginia Freedom of Information Act

Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.



OFFICE OF THE VICE PRESIDENT FOR FINANCE

Attachment 1

Vice President for Finance's Request for Commitment

Greetings:

The University of Virginia is able to deliver excellent education, research, healthcare, and public service because the high value support from you and all our suppliers of goods and services. Thank you for sharing our commitment to excellence. As a University, we are committed to diversity within our students, our faculty and staff, and our vendors and contractors. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We currently have a substantial volume of activity with small firms; however, we are striving to increase the number of substantial, long-term business relationships with minority-and women-owned businesses. We need your help here.

I have two requests. First, I ask that you actively seek out opportunities to involve small, women-and minority-owned businesses as you deliver services to UVa. Our team in Procurement and Supplier Diversity Services will assist you in identifying qualified diverse business partners. Second, please report your success in this area through our quarterly subcontracting reports – this is critical in quantifying how well we are meeting our goals. The terms and conditions previously provided to your organization outlined this process.

This effort is important to the University. We truly appreciate your efforts to join us in this commitment and partnership towards excellence.

Sincerely,



Melody S. Bianchetto

Vice President for Finance

O'Neil Hall

Post Office Box 400210

Charlottesville, Virginia 22904-4210

434-982-2347 · Fax: 434-297-6444

msb2p@eservices.virginia.edu * www.virginia.edu/avpfinance

Attachment 2:
Award Agreement

This Agreement, effective _____, is by and between the Rector and Visitors of the University of Virginia, (the “University”) and _____ (“Selected Firm”).

TERM

The term of this Agreement will be for two (2) years effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions, for four (4) additional two (2) year periods until 2027. Unless otherwise determined by the University or Selected Firm, this Agreement will automatically renew without intervention between the University and Selected Firm. The University and Selected Firm reserve the right to negotiate price of Services on a biennial basis.

WITNESS

By its Request for Proposal (RFP) KC092217 for Chauffeured Ground Transportation Services dated September 22, 2017, the University requested proposals from firms to provide Chauffeured Ground Transportation Services (the “Services”). The parties, having negotiated concerning the Services wish to express in this Agreement the basis on which the Selected Firm will provide the Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. Contents

These documents are hereby incorporated into this Agreement:

- A. The RFP dated September 22, 2017; and
- B. Selected Firm’s proposal in response to the RFP

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement and the RFP will prevail over all other Agreement documentation.

Please Note:

- 1) **Attachment 2; Award Agreement, is the Master Agreement between the University and Selected Firm. Once completed, further negotiations will be comprised of final terms and pricing of Services only.**
- 2) **Terms that contain a check box must be checked for proposal acceptance.**

I. CONDITIONS OF AWARD

Please check each box below confirming the Selected Firm's agreement with the following mandatory conditions of award. All questions should be directed towards:

Kevin Crabtree / kc5yc@virginia.edu.

Contractual Provisions

The firm agrees to the following terms and conditions: Alterations will NOT be accepted to Mandatory or the Purchasing Terms and Conditions. Alterations to Preferred Contractual Provisions are to be expressed in the appropriate location.

- Selected Firm agrees to the University's Mandatory Contractual Provisions:
<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>
- Selected Firm agrees to the University of Virginia Purchasing Terms & Conditions: <http://www.procurement.virginia.edu/page/terms>
- Selected Firm agrees to the University's Preferred Contractual Provisions:
<http://www.procurement.virginia.edu/main/publicpostings/rfp/preferredprovisions.pdf>

If a firm has any modifications to any of the Preferred Contractual Provisions you must submit a separate document with your proposal titled "Firm Name - Contractual Provisions Addendum" with the proposed contractual provision modifications listed/numbered to correspond with how the provisions are listed in the hyperlinks within this document. This document must be a Word document. The University reserves the right to accept, reject, or modify the proposed modifications. Please be advised that any requested modification to the contractual provisions could delay and/or impact an award to a firm. If the firm does not submit a separate addendum, then the proposal from the firm will

automatically be deemed to include University Contractual Provisions. The University will NOT accept alterations to Mandatory Contractual Provisions or Purchasing Terms & Conditions.

- Selected Firm agrees to the University's Procedure for Resolution of Contractual Claims:

<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>

- Selected Firm agrees to register as a vendor with the University of Virginia:
<https://www.procurement.virginia.edu/pagevendorregistrationform>

- Selected Firm agrees it will provide annual (January to December) spend reports for all entities accessing this Agreement. Annual spend report will be sent to Kevin Crabtree / kc5yc@virginia.edu.

Service Safety

- The Selected Firm will provide vehicles that will be clean, have a valid state inspection sticker, and meet all federal, state, and local safety requirements.
- The Selected Firm will comply with the Americans with Disabilities Act, or the specific requirements of the traveler.
- The Selected Firm will maintain proper licensing through the Virginia Department of Motor Vehicles for passenger transportation and comply with all laws and regulations set by the National Highway Traffic Safety Administration.
- The Selected Firm agree to not quote or issue 15-passenger van – this is a Virginia risk management decision.
- The Selected Firm will maintain vehicle maintenance records.
- The Selected Firm will have a corporate background check policy that includes a criminal background check and DMV check.
- The Selected Firm will have an accident review committee that will investigate and review all accidents.
- For Charter Bus Firms Only:

The Selected Firm will maintain a “Satisfactory” safety rating per the Federal Motor Carrier Safety Administration:

<https://www.fmcsa.dot.gov/safety/passenger-safety/search-results/by-company?company>.

Purchasing and Payment

- The Selected Firm will not require a prepayment or deposit.**
- The Selected firm will not require the University sign any separate agreements. Order Confirmation sheets should be used summarizing specific orders showing transportation service details and contracted prices – no terms or conditions should be listed.**
- The Selected Firm is registered in the Commonwealth of Virginia’s electronic procurement system, eVA (Information on eVA can be found at: <http://www.eva.virginia.gov>).**

eVa Registration Number:	
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- The Selected Firm agrees to the following PCI DSS Compliance requirements.** Selected Firm or its subcontractors may accept credit card payments from the University and third parties (i.e. students, parents, etc.) for the Services described in this RFP. Selected Firm acknowledges and agrees that it is responsible for the security of any cardholder data that it, or its subcontractors, processes, transmits, and stores. Selected Firm will take all necessary commercially reasonable steps designed to ensure such compliance; such as, but not limited to, only truncated card information will be provided on the sales slip provided to the cardholder; all merchant sales slip copies will be physically protected against unauthorized access; any media device storing cardholder information (e.g. wireless terminal) will be physically protected against loss, theft or unauthorized access; and hardcopy cardholder data will be destroyed before physically disposed of. Selected Firm will maintain appropriate documentation of: (1) their processing level (Level 1-4) including certification of compliance and certification of compliance for all point-of-sale software or internal processing systems that they may employ; and (2) completed quarterly Network Scans and annual Penetration Tests of the cardholder data network (as defined in PCI DSS) for those Firms required to perform such scans. Selected Firm further agrees to

use only credit card service providers that are PCI DSS compliant for credit card processing. Selected Firm will indemnify, defend and hold harmless the University and its employees, trustees, officers, and agents, from and against all damages, judgments, losses, and reasonable costs or expenses (including reasonable attorney's fee) ("Damages") arising from lawsuits, actions, claims or demands ("Claims") seeking compensation for personal injury or property damages caused by or attributable to any data security compromise occurring as a result of Selected Firm or Selected Firms' subcontractors negligence or the breach of any of Selected Firms obligations herein

Insurance

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. Upon request from the University, The Selected Firm will provide the University with a valid Certificate of Insurance. The University reserves the right to approve any insurance proposed by the Selected Firm.

- For Charter Bus Firms:
 - Automobile Liability: \$10,000,000 each accident minimum limit of liability for all owned, hired, and non-owned vehicles.
 - General Liability: \$1,000,000 per occurrence minimum limit of liability. The University will be named as additionally insured. (Additional insured name: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents")
 - Workers Compensation per statutory requirement, and Employers' Liability \$1,000,000 minimum limit of liability

It is agreed and understood that only vehicles scheduled and insured will be used when doing business with the University.

- For Limousine & Town Car and Taxi Firms:

- Automobile Liability: \$1,000,000 each accident minimum limit of liability for all owned, hired, and non-owned vehicles.
- Workers Compensation per statutory requirement, and Employers' Liability \$1,000,000 minimum limit of liability

It is agreed and understood that only vehicles scheduled and insured will be used when doing business with the University.

II. FIRM INFORMATION

Please complete the following information below.

Vendor and Contact Information

Vendor Legal Name:			
Vendor Website:			

Address:			
City/State/Zip:			
Telephone:		Email	
TIN/ EIN:			

Vendor Contact for questions regarding this proposal

Name:			
Telephone:		Email	

Vendor Contact Sales Representative

Name:			
Telephone:		Email	

Vendor Contact for Invoice Information

Name:			
Telephone:		Email	

Is your firm [SBSD Certified](#)? Yes No

If yes, which category: Small Business Minority-Owned Women-Owned

Acceptance

Selected Firm's Name:

Representative Name:	Click here to enter text.
Title:	Click here to enter text.
Date:	Click here to enter a date.
<input type="checkbox"/> Electronic Signature: By typing the name of the Selected Firm's authorized representative/signatory into the field above the firm certifies that it is providing a binding "Electronic Signature" and further specifically validates that the individual affixing the Electronic Signature below is fully authorized to bind the firm with respect to the goods, services, pricing, terms and conditions listed herein. The Selected Firm will be issued an award letter if the University proceeds with issuance of award.	

**Attachment 3:
Service Pricing**

Refer to attachment posted with RFP

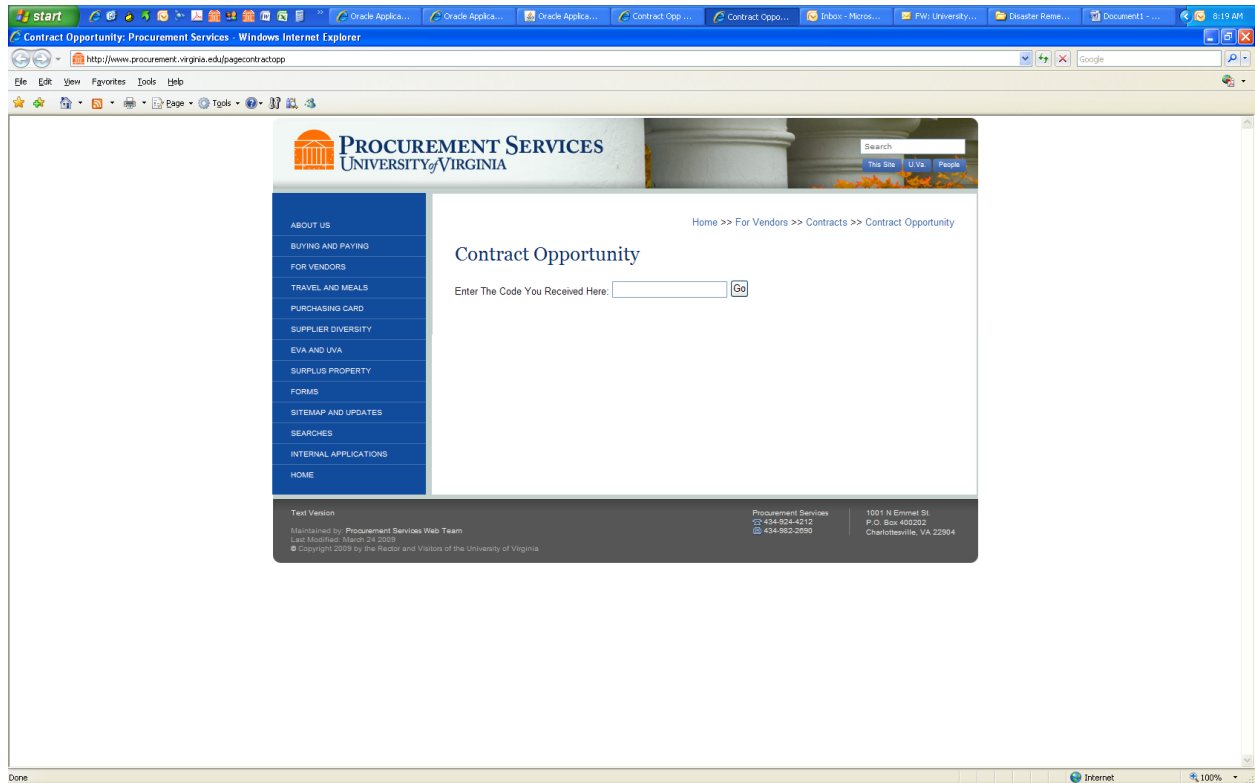
Attachment 4

Sample Screen Shots for Proposal Upload

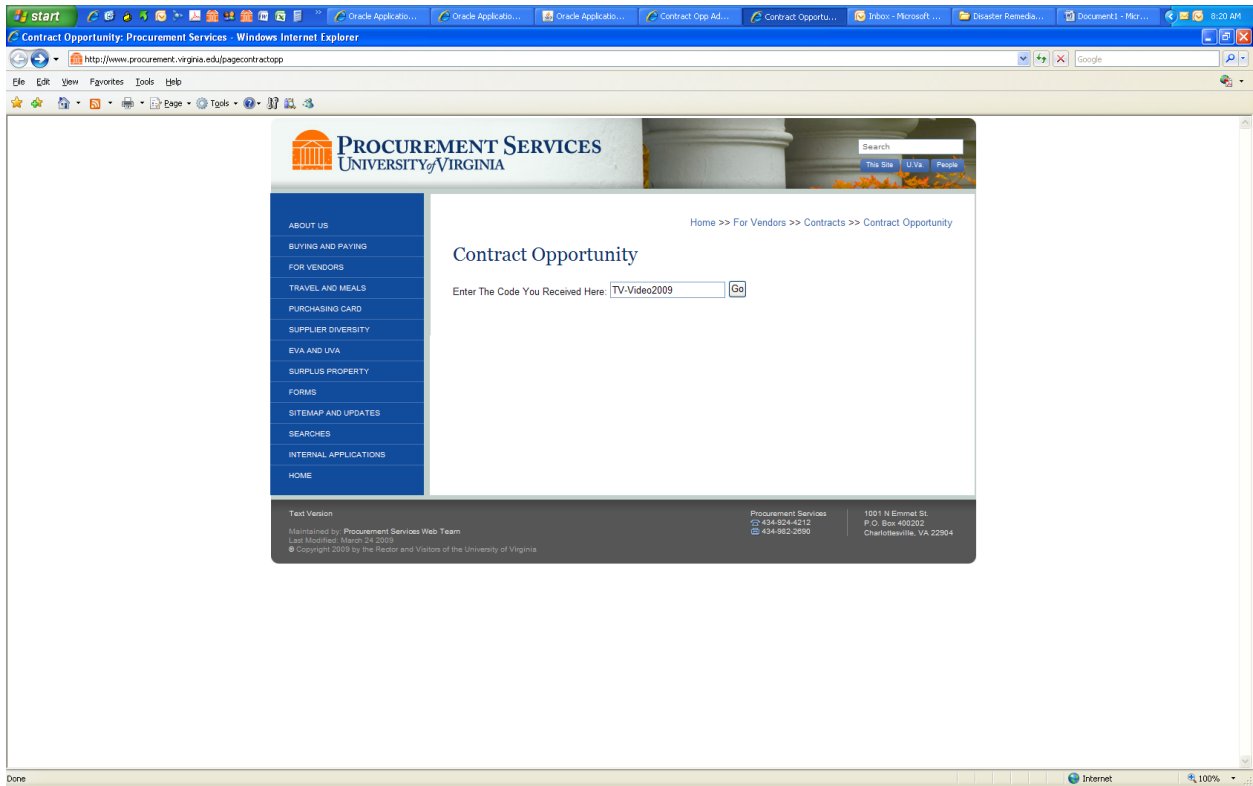
Sample Screen Shots of the for Contract Opportunity Portal

Accessing the Solicitation:

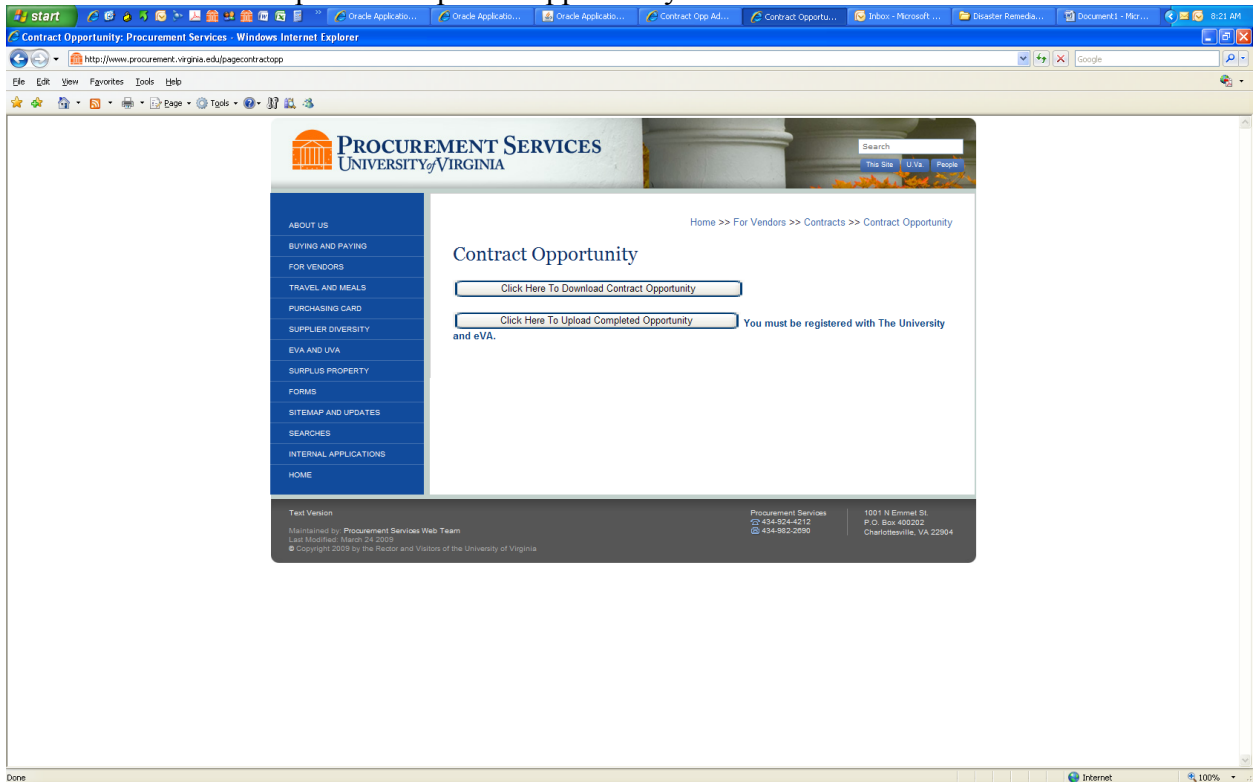
<http://www.procurement.virginia.edu/pagecontractopp>



User will be prompted to enter the code “**RFPKC092217**”



Select Click Here to Upload Completed Opportunity:



Uploading a Completed CO:

Contract Opportunity: Procurement Services - Windows Internet Explorer

http://www.procurement.virginia.edu/pagecontractopp

Procurement Services UNIVERSITY of VIRGINIA

Home >> For Vendors >> Contracts >> Contract Opportunity

Click Here To Download Contract Opportunity

Click Here To Upload Completed Opportunity

You must be registered with The University and eVA.

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Maintained by Procurement Services Web Team
Last Modified: March 24, 2009
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Procurement Services
434-754-4312
434-982-2090

1001 N Emmet St.
P.O. Box 400203
Charlottesville, VA 22904

Contract Opportunity: Procurement Services - Windows Internet Explorer

http://www.procurement.virginia.edu/pagecontractopp

Procurement Services UNIVERSITY of VIRGINIA

Home >> For Vendors >> Contracts >> Contract Opportunity

Contract Opportunity

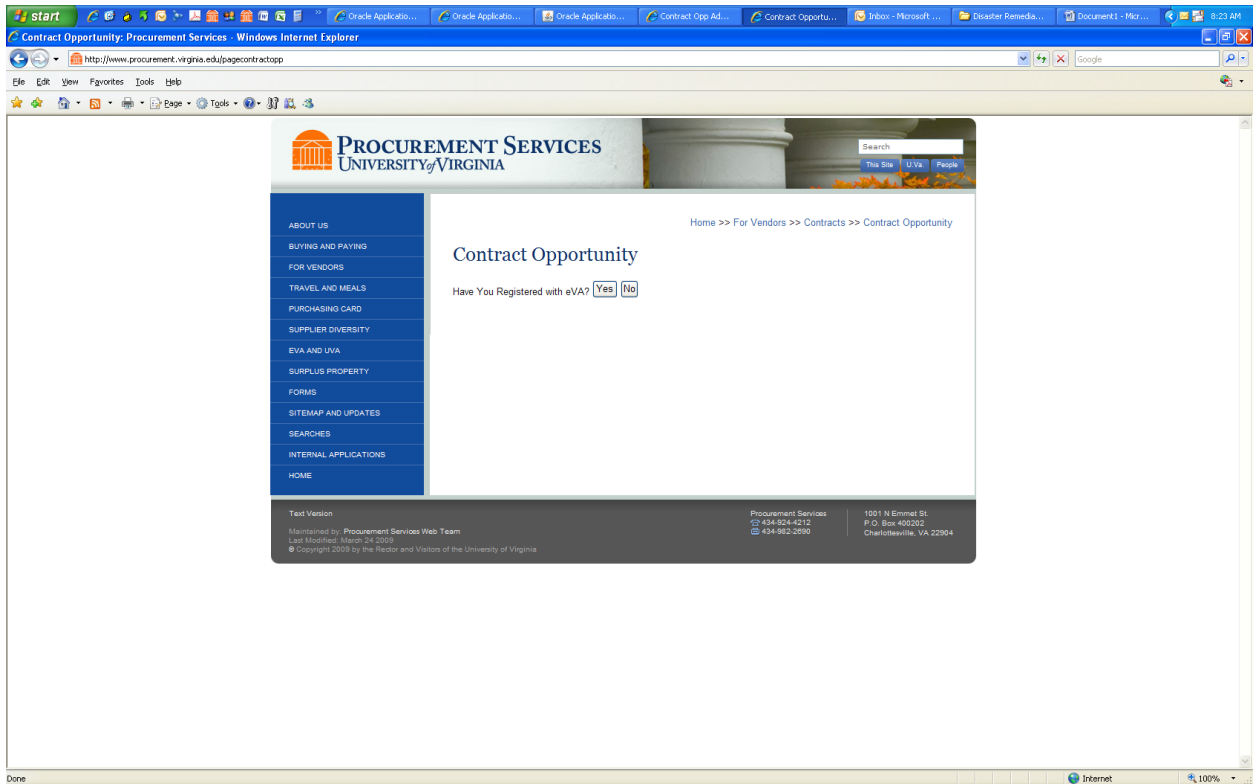
Have You Registered as a Vendor with the University and selected one of our Electronic Payment Methods?

Yes No

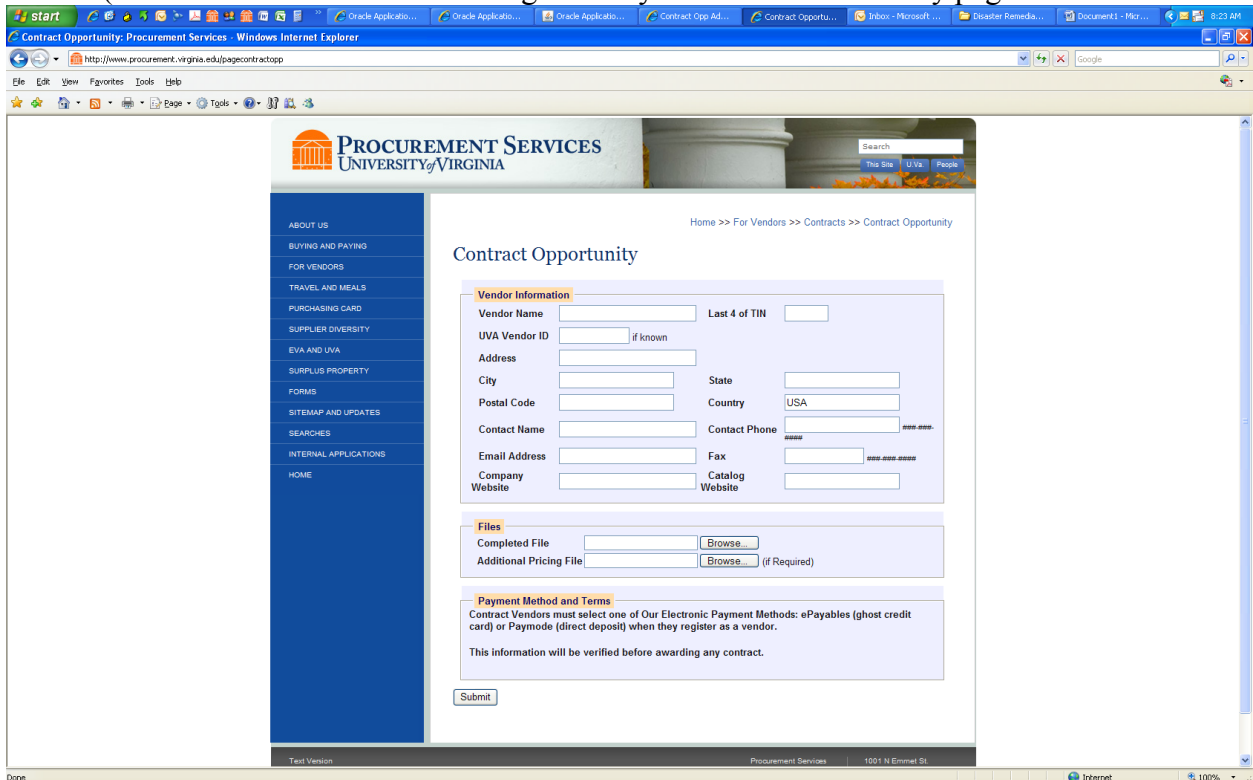
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Procurement Services
434-754-4312
434-982-2090

1001 N Emmet St.
P.O. Box 400203
Charlottesville, VA 22904



Complete the Vendor Information for the Customer Service Contact for the University
 (this information will be used to generate your Contract Summary page.)



Clicking the 'Submit' button completes the response process for a
 Contract Opportunity.