



RFP#2017-12-001 - Charter Bus Services

Assigned Buyer: Adriana Jimenez
Telephone Number: 713-348-4071
E-Mail Address: abj2@rice.edu

Rice University welcomes competitive Request for Proposals (RFP) from qualified firms to provide Charter Bus Service for the Athletics Department. It is the intent of Rice University to award one (1) contract that will include all sports for an initial period of one (1) year with the option of two (2) additional one-year periods, for a total of three (3) years maximum in accordance with all terms and conditions specified herein.

RFP documents are found in Rice University's Solicitation Opportunities website at <https://buy.rice.edu/solicitation-opportunities>. Proposers are encouraged to check the website frequently for amendments and other related information. Proposers with questions and/or comments regarding the RFP, evaluation, etc., must contact assigned Buyer, Adriana Jimenez via e-mail to abj2@rice.edu on or before December 8, 2017. A non-mandatory pre-proposal conference call will be held on January 12, 2018. This will be the opportunity to ask questions to the Athletics staff.

Anticipated Timeline

Subject	Date	Closing Time
Issue Date	December 4, 2017	
E-mail Intent to Participate	December 6, 2017	
Deadline for Proposer to Submit Questions	December 8, 2017	2:00 p.m.
Rice University to Answer Proposer Questions	December 15, 2017	
Pre-Proposal Conference Call (Optional)	January 12, 2018	
Deadline to Submit Proposals	January 22, 2018	2:00 p.m.
Anticipated Award Notification Date	January 29, 2018	

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PROPOSAL INSTRUCTIONS

RFP Structure and List of RFP Documentation

Document	Description	Proposer Response Instructions
Cover Page	Provides anticipated RFP dates, Contact information, etc.	Informational
Proposal Instructions	Provides RFP instructions to Proposers	Informational
Exhibit A – Statement of Work	Statement of Work	To be completed by Proposers
Exhibit B – General Proposal Requirements	Background, Experience and Additional Information	To be completed by Proposers
Exhibit C – Pricing	Pricing	To be completed by Proposers

1. CONTACT INFORMATION

The sole point of contact concerning this Request for Proposal (RFP) is:

Assigned Buyer: Adriana Jimenez
 Telephone Number: 713-348-4071
 E-Mail Address: abj2@rice.edu

2. QUESTIONS

Questions concerning the RFP must be e-mailed to abj2@rice.edu no later than the time and date specified on the cover page of this document. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted in the Request for Proposal webpage at <https://buy.rice.edu/2017-12-001>.

Proposers should submit their questions using the following format:

Q #	Document and Section	Page# / Requirement#	Proposer Question

3. RECEIPT OF RFP

It is the sole responsibility of the proposers to check the RFP package to ensure that all documents listed in the List of RFP Documentation have been received. Contact assigned Buyer, Adriana Jimenez in the event that the RFP package is missing any listed document.

4. RESPONSE PREPARATION

Proposers must follow these Proposal Instructions and provide a complete response to **Exhibit A. Statement of Work; Exhibit B. General Proposal Requirements and Exhibit C. Pricing.** Proposer should include its company name in the header of all response documents.

A narrative response is required to each of the evaluation factors of **Exhibit A** providing sufficient detail regarding each aspect to allow for proper evaluation. Narratives for each evaluation factor shall demonstrate the proposer's understanding of the overall performance expectations, as well as, how all the various requirements for each evaluation factor will be met or exceeded. All narratives shall be typed.

Responses should coincide with the order of the specification as presented and be numbered exactly as given. Misinterpretation of specifications by the proposer shall not relieve the proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.

Proposers may offer an alternate proposal that varies from the specifications. An alternate proposal must clearly describe all variances.

5. DELIVERY OF PROPOSAL

Electronic – The proposer must submit its proposal, all attachments, and any modifications or withdrawals via e-mail to abj2@rice.edu. The proposer should provide the documents in a non-modifiable form (e.g., Adobe Acrobat Document).

6. EVALUATION PROCESS

An Evaluation Committee composed of members of Rice University, Office of Procurement and other employees, responsible for managing the service, will evaluate proposals. The evaluation will be based upon the information provided in the proposal, additional information requested by the Evaluation Committee for clarification, information obtained from references and independent sources, and oral presentations, if requested.

Any, all or no proposer(s) may be requested to appear before the Evaluation Committee to explain their proposal and/or to respond to questions from the Evaluation Committee concerning the proposal. The Evaluation Committee reserves the right to request additional information from a proposer, which will be done through the assigned Buyer, Adriana Jimenez.

The evaluation of responsive proposals shall then be completed by the Evaluation Committee, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the evaluation criteria set forth in this RFP on the, including any addenda that are issued. Rice University will award the contract to the responsible proposer(s) whose proposal is determined to offer the best value to Rice University, taking into consideration all of these requirements.

Rice University will evaluate each proposal based on the following factors:

	Technical Evaluation Criteria	Weight
1.	Service Capabilities - Exhibit A – Statement of Work, Section 1-3	30
2.	Service Quality - Exhibit A – Statement of Work, Sections 4-5	20
3.	Background and Experience - Exhibit B – General Proposal Requirements	20
4.	Fee Proposal, Exhibit C	30
	Total	100

Rice University may utilize all proposals, including price information, without regard to a proposal's technical score to determine fair market value, when comparing and negotiating prices. Rice University is not obligated to accept the lowest priced proposal.

Rice University may, but is not required to, conduct an on-site visit to tour and inspect the proposer's facilities, require an oral presentation of the proposer's proposal, conduct interviews with proposers, or request additional price concessions at any point during the evaluation process.

Rice University will evaluate proposals as submitted and will not notify proposers of deficiencies in their responses. Proposals must contain responses to each of the criteria, listed in **Exhibit A** and **Exhibit B** even if proposer's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of Rice University.

7. RESERVATIONS

Rice University reserves the right to:

- a. Discontinue the RFP process at any time for any or no reason. The issuance of an RFP, your preparation and submission of a proposal, and Rice University's subsequent receipt and evaluation of your proposal does not commit Rice University to award a contract, even if all the requirements in the RFP are met.
- b. Consider late proposals: (i) if no other proposals are received; (ii) if there are no complete proposals received; (iii) if Rice University received complete proposals, but they did not pass the Evaluation Process; or, (iv) if the award process fails to result in an award.
- c. Consider an otherwise disqualified proposal, if no other proposals are received.
- d. Disqualify a proposal based on the information provided, or if it is determined that a proposer purposely or willfully submitted false information in response to the RFP.
- e. Consider proposers' prior performance with Rice University in making its award decision.
- f. Consider total cost of ownership factors (e.g., transaction costs, training costs, etc.) in the final award recommendation.
- g. Enter into negotiations with one or more proposers on price, terms, technical requirements, or other deliverables.
- h. Evaluate the proposal outside the scope identified in **Section 6, Evaluation Process**, in the event that Rice University receives only one RFP response.

8. AWARD RECOMMENDATION

The award will be made to the responsive and responsible proposer who offers the best value to Rice University as identified in **Section 6, Evaluation Process**.

9. AWARD NOTICE

The apparent successful proposer(s) will be notified via e-mail of its status. All proposers will be notified in the Request for Proposal webpage at <https://buy.rice.edu/2017-12-001> that the apparent winning proposal has been selected. Rice University anticipates that the Award Notice will be released on or about January 29, 2018 ("Anticipated Award Notice Date").

10. GENERAL PROPOSAL CONDITIONS

Rice University will not be liable for any costs incurred by proposers in preparation of its proposal, delivery of a proposal, and any follow-up discussions with Rice University. Proposers' out-of-pocket expenses are not separately reimbursable by Rice University. The proposer agrees that its proposal will be considered an offer to do business with Rice University in accordance with the provisions of its proposal, and that the proposal will be irrevocable and binding for a period of ninety (90) calendar days from date of submission. If a contract is awarded to the proposer, Rice University may, at its option, incorporate all or any part of the proposal into a contract. This RFP may not provide a complete understanding of Rice University's environment, or contain all matters upon which an agreement must be reached.

11. RIGHTS TO INFORMATION CONTAINED IN PROPOSALS

All proposals will be considered the property of Rice University.

12. FORM OF CONTRACT

The contract for this project will be with Rice University. Proposers agree that Rice University will have the right to review and require modification of any terms or definitions used in the final contract. Rice University Terms & Conditions (see Attachment I and II) will apply to all contracts or purchase agreements. These terms are in addition to the terms and conditions set forth in this Request for Proposal and should be read in conjunction with them unless the RFP specifically indicates otherwise. Failure to agree upon acceptable contract definitions or terms may result in cancellation of the intended award. Contract may be renewed; renewal must be a written agreement of the parties and will extend the Term of the Contract.

13. CONTRACT TERM

The contract resulting from this RFP shall be effective from the contract begin date through June 30, 2019; and is renewable for up to two (2) additional one-year renewal periods, for a total of three (3) years maximum. Annual renewal shall be contingent upon Rice University's satisfaction with the services performed. Price negotiations can be presented at the end of year one (1); but will be contingent upon Rice University approval. Any negotiations and the intent to exercise additional one-year renewal periods must be presented in writing at least thirty (30) days prior to the contract term renewal date.

Effective Date. The effective date of the contract shall be the date upon which the Parties execute it and all appropriate approvals are received.

14. ADDITIONS DELETIONS OR CONTRACT CHANGES

Rice University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the contractor and Rice University, and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

15. CONTRACTOR COOPERATION IN RELATED EFFORTS

Rice University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and Rice University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by Rice University employees. Rice University shall equitably enforce this clause to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

16. TERMINATION FOR CONVENIENCE

Rice University reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of "notice of termination", the contractor shall discontinue all services with respect to the applicable contract. Any agreed upon services quoted or provided by the contractor will be evaluated by Rice University and may be cancelled or confirmed, whichever is in the best interest of Rice University.

17. TERMINATION FOR NON-PERFORMANCE

Default - Rice University may terminate the resulting contract for non-performance, as determined by Rice University for such causes as:

- Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract.
- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that contractor might, during that sixty (60) days period, have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

Notification. Rice University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, Rice University may terminate the contract by giving thirty (30) days' notice of its intent to cancel this contract.

18. INSURANCE AND INDEMNIFICATION

See Attachment I – Rice University Professional Services Agreement, Section 5.

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