REQUEST FOR PROPOSAL

#### The University of Texas Health Science Center at Houston

**for**

## Selection of a Vendor to Provide

#### Shuttle Bus Services

#### RFP No.: 744-R1714 Shuttle Bus Services

Pre-Bid Meeting: Thursday, April 27, 2017 @ 10:00AM CST

Bid & HUB Plan Submittal Deadline: Friday, May 19, 2017 @ 2:00PM CST

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April 18, 2017

Request for PROPOSAL

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHealth) is one of the fifteen component Universities of The University of Texas System. UTHealth is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

* Medical School (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) – 6431 Fannin Street
* Cyclotron Building (CYC) – 6431 Fannin Street
* School of Dentistry (SOD) – 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
* School of Nursing (SON) – 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS)– 6767 Bertner Avenue
* Biomedical & Behavioral Sciences Building (BBS) – 1941 East Road
* Institute of Molecular Medicine (IMM) – 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* Professional Building (UTPB) - 6410 Fannin Street
* Jesse H. Jones Library Building (JJL) – 1133 John Freeman Blvd.

UTHealth combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHealth is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHealth is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 6,500 employees and approximately 4,500 students. As a component of the University of Texas System, UTHealth is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

An “**Institutional Affiliate**” means our affiliated Clinical practice, UT Physicians group, as designated by University, in connection with any Agreement.

**1.2 Background and Special Circumstances**

Auxiliary Enterprises is a division within The University of Texas Health Science Center at Houston comprised of all its business entities. These businesses specialize in services for the student, faculty, employee and often the Texas Medical Center community.

1.2.1 **Current Services, Ridership and Hours of Operation**

The shuttle bus system provides shuttle services for the UTHealth community throughout the campus and around the Texas Medical Center.

Currently the shuttle bus system runs four buses on one route, and operates five (5) days a week, Monday through Friday from 6AM to 8:30PM. Below is a list of bus stops in order. Each bus stops at every single one of these locations:

1. Housing/Cambridge

2. Housing/El Paseo

 3. Housing/Knight Road

4. Recreation Center

5. UCT East/Fannin

6. School of Nursing

7. Graduate School of Biomedical Sciences

8. Medical School Building

9. School of Public Health

10. Institute for Molecular Medicine

11. Research Park Complex / School of Dentistry

After the Research Park Complex / School of Dentistry stop is made, the shuttle restarts its route at Housing/Cambridge. It takes approximately 28-35 minutes for a 40-passenger bus to complete one roundtrip. Buses arrive at each stop every 10-15 minutes. Below is a breakdown of how many shuttles we have running at each hour during the day, and how often a shuttle will arrive at each stop. Also below is a chart of Estimated Service Hours for the current fiscal year if four 40-passenger shuttles are used:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **6am - 7am** | **7am - 8am** | **8am - 9am** | **9am - 10am** | **10am - 11am** | **11am - 12pm** | **12pm - 1pm** | **1pm - 2pm** | **2pm - 3pm** | **3pm - 4pm** | **4pm - 5pm** | **5pm - 6pm** | **6pm - 7pm** | **7pm - 8:30pm** |
| **# of Shuttles** | 2 | 4 | 4 | 4 | 4 | 3 | 3 | 3 | 3 | 4 | 4 | 4 | 2 | 2 |
| **Max Wait (mins.)** | 15 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 15 | 15 |

Current bus route is provided in Appendix Five.

 **FY 2017 Estimated Service Hours**

 **By Month**

 **(Assuming Four 40-passenger Shuttles)**

 **Sept. 997.5**

 **Oct. 997.5**

 **Nov. 950**

 **Dec. 807**

 **Jan. 950**

 **Feb. 902.5**

 **Mar. 1092.5**

 **Apr. 950**

 **May 1027**

 **June 847**

 **July 740.5**

 **Aug. 1092.5**

 **Total 11,354.5**

**1.3 Objective of Request for Proposal**

The University of Texas Health Science Center at Houston (**University** or **UTHealth**) is soliciting proposals from qualified vendors to perform work (**Work**) more specifically described in **Section 5.4** (Scope of Work) of this Request for Proposal (**RFP**), including (1) providing access and mobility through reliable, safe, comfortable, accessible, and high quality campus transportation service for the University community in a cost-effective manner; (2) operate the campus transportation system in a cost effective manner that compliments the University’s goals; and (3) the contractor shall provide fixed route, fixed schedule transportation services for buses to the specified service route.

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by [§61.003, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.61.htm#61.003)) to use the group purchasing procurement method (ref. §§[51.9335](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.9335), [73.115](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.73.htm#73.115), and [74.008](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.74.htm#74.008), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals until 2:00PM CST, on Friday, May 19, 2017 (**Submittal Deadline**). Late deliveries will not be accepted for any reason.

**2.2 RFP Contact Information and Questions**

Interested parties may direct questions about this RFP to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, Texas 77054

Michael K. Ochoa, C.P.M.

 Email to: Michael.Ochoa@uth.tmc.edu

Subject Line: RFP No. 744-R1714

*University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before* ***10:00AM CST on, Tuesday, May 9, 2017*** *(****Question Deadline****), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with* ***Section 2.5****.*

University will provide responses as soon as practicable following the Question Deadline. University intends to respond to all timely submitted questions. However, University reserves the right to decline to respond to any question.

**2.3 Criteria for Selection**

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. **Contractor** means the successful Proposer under this RFP.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

* + 1. Threshold Criteria Not Scored
			1. Ability of University to comply with laws regarding Historically Underutilized Businesses; and

2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities.

* + 1. Scored Criteria

2.3.2.1 **Qualifications and Experience 60%**

Demonstrated ability of Proposer to provide and fulfill service requirement, but not limited to the following:

* the reputation of the Proposer and of the Proposer's goods or services;
* the quality of the Proposer's goods or services;
* the extent to which the goods or services meet the University's needs
* the Proposer's past relationship with the University;
* the Proposer’s references; and
* the Proposer’s ability to provide administrative, operational, and management services to fulfill contract requirement.

2.3.2.2 **Cost 35%**

Proposer’s Rate for service(s).

2.3.2.3 **Transition Plan 5%**

 Proposer’s Transition Plan

**2.4 Key Events Schedule**

Date RFP Issued April 18, 2017

 Pre-Bid Meeting Thursday, April 27, 2017 @ 10:00AM CST

 (ref. **Section 2.6**)

Question Deadline Tuesday, May 9, 2017 @ 10:00AM CST

(ref. **Section 2.2**)

Submittal Deadline Friday, May 19, 2017 @ 2:00PM CST

(ref. **Section 2.1**)

**2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (**HUBs**) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any Work, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the Proposer is subject to review by University to ensure compliance with the HUB program.

2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including* ***APPENDIX THREE****. Proposers that fail to submit the HSP will be considered non-responsive to this RFP as required by* [§2161.252, *Government Co*de](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2161.htm#2161.252)*.*

*Questions regarding the HSP may be directed to:*

*Contact: Shaun McGowan*

*HUB & Small Business Program Manager*

*Phone: (713) 500-4862*

*Email:* *Shaun.A.McGowan@uth.tmc.edu*

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a new HSP in accordance with the terms of **APPENDIX THREE**, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University approves the modified HSP *in writing, and (*4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

2.5.4 *At the same time Proposer submits its* proposal *(no later than the Submittal Deadline (ref.* ***Section 2.1****))*, Proposer must submit the following HUB materials (**HUB Materials**):

**Two (2) complete original paper copies of Proposer’s HSP.**

Proposer’s HUB Materials must be submitted (as instructed in **Section 3.2**) under separate cover and in a separate envelope (**HSP Envelope)** with the top outside surface clearly indicating:

2.5.4.1 RFP No. and the Submittal Deadline (ref. **Section 2.1**) in the lower left hand corner,

2.5.4.2 Name and the return address of Proposer, and

2.5.4.3 Phrase “HUB Subcontracting Plan.”

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will open Proposer’s HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit the HSP will result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

**Note**: The requirement that Proposer provide the HSP under this **Section 2.5.4** is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal specified in **Section 3.1**.

2.5.5 University may offer Proposer an opportunity to seek informal review of its draft HSP by University’s HUB Office before the Submittal Deadline. If University extends this offer, details will be provided at the Pre-Proposal Conference (ref. **Section 2.6**) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer’s draft HSP by University will *not* constitute formal approval of the HSP, and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.5**.

**2.6 Pre-Bid Meeting**

University will hold a Pre-Bid meeting at 10:00AM CST on Thursday, April 27, 2017, in the Conference Room of the Recreation Center Building (ref. **APPENDIX FOUR**) located at 7779 Knight Road, Houston, Texas 77054. The pre‑bid meeting will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit (a) *six (6) complete paper copies* of its *entire* proposal, and (b) *one (1) complete electronic copy of its entire proposal in a single .pdf file on a flash drive*. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

**3.2 Submission**

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1**) and delivered to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, TX 77054

Attn: Michael K. Ochoa, C.P.M.

**3.3 Proposal Validity Period**

Each proposal must state that it will remain valid for University’s acceptance for a minimum of One Hundred Twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

**3.4 Terms and Conditions**

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2**), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5**). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

 3.4.1.1 Specifications and Additional Questions (ref. **Section 5**);

 3.4.1.2 Sample Agreement (ref. **APPENDIX TWO**);

 3.4.1.3 Proposal Requirements (ref. **APPENDIX ONE**);

 3.4.1.4 Notice to Proposers (ref. **Section 2**).

**3.5 Submittal Checklist**

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6**)

3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)

3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)

3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5**)

3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX THREE**).

3.5.7 Signed and completed W-9 Form.

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1**. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

Minimum requirements and specifications for Work, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3**, **Contractor** means the successful Proposer.

**5.2 Minimum Requirements**

Each Proposal must include information that clearly indicates that Proposer meets each of the minimum qualification requirements stated in the Scope of Work in Section 5.4.

**5.3 Additional Questions Specific to this RFP**

Proposer must submit the following information as part of Proposer’s proposal:

* + 1. If Proposer takes exception to any terms or conditions set forth in **APPENDIX TWO**), Proposer must submit a list of the exceptions.

5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908)) and [1 TAC §§46.1 through 46.5](https://www.ethics.state.tx.us/rules/adopted_Nov_2015.html#Ch46.1)) as implemented by the Texas Ethics Commission (**TEC**), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX EIGHT**.*Proposer may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing the information on the TEC website at* <https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html>. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.**

5.3.3 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX FIVE, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer’s objection. NOTE: A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.

5.3.4 In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Electronic and Information Resources (EIR) Environment Specifications**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Contractor.

5.3.5 In its proposal, Proposer must respond to each item listed in **APPENDIX SEVEN, Security Characteristics and Functionality of Contractor’s Information Resources**. **APPENDIX SEVEN** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SEVEN** will be incorporated into the Agreement and will be binding on Contractor.

5.3.6 Describe the type of vehicles that you will be using. Include the year, make, model, and seating capacity. Include manufacturer specification ‘cut sheet’ or website link for selected vehicle.

5.3.7 Describe the GPS system that will be used on your vehicles and how they will address the requirements stated in 5.2.2.7. Include the brand and model.

5.3.8 Describe the process of how lunch breaks will be scheduled so that bunching or lengthy waiting times do not occur.

5.3.9 Describe your process for keeping your buses spaced in a way that prevents bunching or lengthy waiting times for passengers.

5.3.10 Describe how mechanical breakdowns are handled in the middle of a shift or run and the ability of alternative back-up vehicle(s) to be available in one (1) hour.

5.3.11 Describe proposed method of maintaining clean exteriors and interiors.

5.3.12 Describe Proposer’s training procedures for drivers prior to being assigned and placed in vehicles for hire.

5.3.13 Describe Proposer’s recommended uniform for drivers and the expectations of their personal appearance while on-duty.

5.3.14 Address the HVAC equipment to be installed on each bus and describe the condition, method of air delivery, and location of the HVAC unit.

5.3.15 Address any other accessories that may be installed on the transportation equipment that may benefit the University.

5.3.16 Will the contractor use an alternative fuel to run its shuttles? If so, please elaborate on fuel and how this may benefit the University.

5.3.17 The University fully understands that the lead-time to order the transportation equipment and all the necessary accessories may take an extended period of time. In this case, the University is requesting that the Contractor provide a written plan that addresses the type of transportation that is available to provide shuttle transportation services until the new transportation equipment becomes available. The written plan is to address the following:

5.3.17.1 Describe the type of transportation equipment to be utilized in the interim period. Include the year, make, model and seating capacity of alternative equipment.

5.3.17.2 For how long a period will this alternative equipment be utilized? This should detail equipment delivery from the factory, installation of any accessories, and the projected date that the regular contract equipment will be put into use here at the University.

5.3.17.3 How will ADA accessibility be addressed with the alternative equipment?

5.3.17.4 Describe the transportation equipment height and the ability of the equipment to drive through the Medical School Breezeway located on Ross Sterling. If the alternative equipment height exceeds one hundred twenty (120”) please address how the passengers for the Medical School will off-load from this location in a protected area (i.e. Route change, shuttle stop, location change, etc.)

5.3.17.5 Address if the current route and schedule will need to be modified in order for the alternate equipment to provide transportation services during this interim period.

5.3.18 Describe your company’s process for conducting background checks and driving records.

5.3.19 Describe your company’s protocol on problem resolution.

5.3.20 Describe your company’s performance parameters on returning phone calls and emails from clients.

5.3.21 How does your company ensure adherence to established shuttle schedules?

5.3.22 Provide 3 references of similar operations of shuttle services that your company has provided. List business name, contact name, email address, and phone number.

5.3.23 Provide business name and related circumstances about any contracts that have been cancelled within the past five (5) years.

5.3.24 Would you provide 2-way radios to University customer so direct communication with the bus driver can be established if necessary?

5.3.25 Proposer understands and agrees to comply with all Performance Metrics which will be established during the contracting phase; (ref. Section 5.4.64)

**5.4 Scope of Work**

**Contractor will provide the following services to University**

5.4.1 Contractor will purchase and operate a minimum of four (4) new transit style buses or equivalent; Contractor will be responsible for ensuring that all four are ADA compliant at all times during the term of the Agreement. The Contractor must ensure that such buses have a minimum capacity of 40 passengers. The University has the right to approve or disapprove any proposed buses to be purchased by Contractor; the contractor’s proposal will have to defend its decision to purchase any size of shuttle and the number of shuttles it is proposing.

The contractor may begin service on the date designated by the University, with a starter fleet of existing buses that are agreed upon by the University.

5.4.2 Contractor shall provide hours of service operation and route as stated in Section 1.2.1.

5.4.3 Contractor shall be a vehicle-for-hire operator and must obtain all required licenses and permits to operate within the scope of this contracted service.

5.4.4 The Contractor shall furnish all vehicle operators, mechanics, dispatchers, supervisors, administrative personnel, and other personnel services necessary for providing the transportation service in accordance with this contract. Operators of vehicles will be properly trained and licensed.

**Minimum Vehicle and Equipment Requirements**

5.4.5 All vehicles shall be ADA compliant and capable of comfortably seating a minimum capacity of forty (40) passengers in fully padded seats when a wheelchair is patron is not aboard. All ADA compliant vehicles shall be capable of comfortably seating a minimum capacity of thirty-seven (37) passengers with a wheelchair in place.

5.4.6 Each vehicle will display in the front window, side, and rear an LED route designation sign that designates which Shuttle Bus Number is being run by that vehicle.

5.4.7 All vehicles shall have interior lighting, and a full range of front, side and rear LED route designation signs.

5.4.8 All vehicles shall be less than one hundred twenty inches (120”) in height in order to clear the height restrictions of the Medical School Breezeway. **Note: The clearance of the Medical School Breezeway is one hundred twenty-six inches (126”) / ten feet six inches (10’6”).**

5.4.9 Interior Digital clocks shall be installed in each vehicle. The clock shall be big enough that the time can be read from the rear of the vehicle. The purpose of the digital clock is to mark the time for all passengers boarding and to mark the arrival and departure time of each shuttle stop.

5.4.10 Proposer will be required to provide information on the proposed seating arrangements. The University will accept a combination of perimeter seating and forward-facing seating arrangements. Seating is to be fully padded and vandal-resistant transit seating.

5.4.11 All vehicles shall be equipped with a (GPS). The GPS system is to assist the contractor and University in determining which routes are on-schedule and which are late. The GPS system will provide time-stamps whenever vehicles arrive and depart designated shuttle stop locations. The GPS System shall be able to provide exportable activity reports that detail arrival and departure times from shuttle stop locations. The GPS System shall have alerts for speeding and prolonged stops as well as a Geo-fence feature that sends alerts when the equipment travels outside assigned territory or crosses into restricted zones. The GPS System should be viewable via a website so that students and staff can log-on to the site and see where a shuttle is at any particular time and have an app for mobile users.

5.4.12 Contractor will pay penalties for early, late and/or no service as will be determined by the reports provided by the Global Positioning System (GPS) system installed on every vehicle.

5.4.13 All vehicles shall have properly functioning HVAC systems. The air conditioning system shall be of sufficient size and capacity to maintain an inside constant temperature of 72 degrees Fahrenheit throughout the vehicle regardless of outside temperature and relative humidity. The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 70 degrees Fahrenheit throughout the vehicle regardless of outside temperature. Failure to provide a vehicle with a proper functioning HVAC system will result in a Contractor being required to pay an amount equal to the Hourly Rate for one (1) revenue hour for each hour during the period starting upon the failure of the HVAC until the vehicle is replaced with another with a functioning HVAC.

Because of the height restrictions of the Medical School Breezeway at 6431 Fannin all vehicles HVAC units will be required to be rear-mounted, or must have a top-mounted panel unit that does not exceed one hundred twenty inches (120”).

5.4.14 The University reserves the option to ‘wrap’ vehicle in University approved advertisements.

5.4.15 Contractor will provide a spare vehicle will be required for each bus that is not in service. If one bus is out for maintenance reasons, then one spare replacement vehicle will be required. If contractor foresees at any time that buses will be out of service, then the contractor must have the equivalent number of spare vehicles available. The spare vehicle does not have to be the same make and model of the buses specified in this contract; however, the spare vehicle must meet the minimum capacity of forty (40) passengers seating requirements identified in Section(s) 5.4.1 and 5.4.5. If a spare vehicle does not meet the seating requirements of this contract, University will not pay Contractor for any services it provides using that vehicle unless the number of shuttles is increased so that service does not suffer.

5.4.16 The University name and logo will need to be displayed on the outside of all vehicles. All art-work will have to be approved by the Vice President and Chief Auxiliary Enterprises Officer, Charles Figari or his designee. Contractor must comply with the University Graphic Standards available at: <https://inside.uth.edu/graphicguide/standards/graphic.htm> to familiarize yourself with the University Graphic Standards.

5.4.17 The University has created a Business Continuity Plan, in order to maintain the viability and integrity of the business and clinical operation should there be a disaster. This policy will be followed by the Contractor to manage any situation that significantly disrupts critical, important, or marginal business functions that have been defined as a disaster. Critical functional areas have been identified to participate in this process and will continue to be addressed on an ongoing basis. Transportation service providers are a key element to this process. UTHealth Auxiliary Enterprises will identify resources in the transportation industry that will allow the continuance of transportation services to students, staff, and visitors within this plan. The University may require the contractor to provide employee names and emergency contact data that may be necessary during the event of an emergency. During a University declared emergency or disaster when the shuttle bus service is suspended because of University closure, the University will not be obligated to pay for scheduled services on those days.

5.4.18 All additional service cost requests shall be at the contracted hourly rate.

5.4.19 All vehicles shall be less than one hundred twenty inches (120”) in height in order to clear the height restrictions of the Medical School Breezeway. **Note: The clearance of the Medical School Breezeway is one hundred twenty-six inches (126”) / ten feet six inches (10’6”).**

5.4.20 Please provide an “Alternate Bid” to provide a Proximity Card Reader for each vehicle. The Proximity Card Reader shall be capable of reading and recording data from a HID 37- bit Format, 125 kHz, standard PVC Proximity Card.

**Minimum Operators / Drivers Requirements** - Contractor will certify that all operators/drivers meet the following qualifications and standards:

5.4.21 Continuous possession of a valid Texas Commercial Driver’s License for the past three (3) years in compliance with applicable Texas laws and regulations(including Texas Government Code, Section 522 and Texas Administrative Code, Title 37, Chapter 16.)

5.4.22 Must hold the required license for Class B CDL to operate shuttle bus.

5.4.23 Must have an accident-free driving record for the last two (2) years.

5.4.24 No more than two (2) traffic citations for moving violations in the past two (2) years.

5.4.25 No DWI or DUI convictions.

5.4.26 No history of misdemeanor convictions (for purposes herein, misdemeanor convictions shall not include Class C [or equivalent level misdemeanors for states other than Texas] misdemeanor convictions that are greater than three years old, other than Class C misdemeanor convictions for theft or assault) or felony convictions and not currently be subjected to outstanding warrants or arrest.

5.4.27 Must pass all drug screen tests with the Contractor’s organization.

5.4.28 Ability to read, write, and speak English.

5.4.29 All drivers are to wear a uniform furnished by the Contractor.

5.4.30 All scheduled shuttle breaks need to occur away from the Texas Medical Center (TMC) South Campus. All vehicles not in service shall display an “Out of Service” message, with all vehicles staging for breaks and lunch occurring away from Cambridge, El Paseo, Knight Rd. and the surrounding areas. Bathroom breaks may be taken only at those designated stops with bus stop cut-outs, such as School of Nursing and Research Park Complex.

5.4.31 Each driver that operates the vehicle will be required to display a name plate at the front of the vehicle above the windshield that has their first and last name shown.

5.4.32 Bus drivers shall not engage in any activities that may distract the driver from operating the vehicle. Such activities may include but are not limited to use cell phones, iPods, texting, while on duty, including use via hands free devices. In addition, smoking while on duty is not permitted. Even under an emergency scenario the driver is responsible for the safety of his/her passengers and vehicle.

5.4.33 Driver shall verify that each individual entering the bus is a UTHealth student or employee by viewing the ID badge. In addition, there are students or employees which may have ID badges for another institution that is allowed by the University. Transportation should be denied for any individual who cannot provide a UTHealth ID badge or has identification for another institution which is not authorized.

**Contractor will provide the following services to University:**

5.4.34 The objectives of this contract are to provide safe, comfortable, dependable and accessible transportation service for the University community in a cost-effective manner, and to provide vehicles sized to meet the demand level of the University.

5.4.35 Should service hours change at any point in time, Contractor will be notified at least one week in advance of such a change. The University reserves the right to request modified schedules which it deems appropriate in conjunction with the approved Holiday schedule as published by the University.

5.4.36 Contractor shall provide to University by 7:00 AM each morning via email the following information:

* Out of Service vehicle count / bus number
* Do all drivers have nameplate visible on bus
* Do all drivers have name badge visible on uniform
* Is the bus number identified on each vehicle
* Are there any route problems

**Performance Standards** – Contractor must comply with the below listed performance standards.

5.4.37 Schedule and perform vehicle maintenance so as to ensure that all vehicles are operated for at least eight thousand (8,000) miles before experiencing road failure.

5.4.38 Contractor must have an established operator/driver safety program with a continuing goal of maintaining an accident-free company driving record. The University shall provide with written evidence of an unsafe act by a driver while driving a University route or for any other cause which University determines raises concerns about the safety of Contractor’s performance under this Agreement. Upon receipt of such evidence, Contractor shall take immediate action to halt such unsafe acts or otherwise resolve such concerns to ensure that Contractor’s performance under this Agreement ensures safety.

5.4.39 All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed at least two times per week. Vehicles interiors shall at all times be kept free of exhaust fumes and engine odors.

5.4.40 Vehicles bodies, frames, and components shall be in sound condition and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal, and local governments. All mechanical, electrical, and hydraulic systems shall be maintained in proper working condition at all times.

**Programs, Schedules and Records –** Contractor shall maintain the following programs, schedules, and records.

5.4.41 All training records during the term of the contract for new hires.

5.4.42 Vehicle Preventative Maintenance Program (including scheduling and record keeping system).

5.4.43 Operator/driver Safety Awareness Program (including the company's safety records for the past three (3) years.

**Note: Documentation for the above programs, schedules, and records to be provided upon written request of University within ten (10) working days after date of request.**

**Miscellaneous**

5.4.44 At the option of the University, the Contractor may be required to make additional trips during peak periods of traffic caused by fluctuation in passenger counts. Such additional service will be subject to available equipment. The University shall have the option to implement minor route changes if five (5) days prior notice is given to the Contractor.

5.4.45 Notices to the Contractor that impact service such as minor route changes or additional peak trips, shall be given orally by University to the Contractor and shall be confirmed in writing by University within forty-eight (48) hours of the verbal notice.

5.4.46 **Hours –** The parties anticipate that Contractor will perform 11,350 Revenue Hours (the “Projected Annual Hours”) during each one-year period of this Agreement that starts on September 1, 2017 and ends on the immediately succeeding August 31st (“Actual Period”). However, at the University’s sole control, discretion and direction, the actual number of Revenue Hours performed by Contractor during an Annual Period may differ from the Projected Annual Hours. Except as otherwise provided; the University will use its best efforts to (a) give the Contractor one (1) week notice when service the number of Revenue Hours is to be increased or decreased, and (b), give the Contractor a minimum of sixty (60) days’ notice in the event additional vehicles are required. The Contractor will be paid for actual revenue hours at the Hourly Rate per Revenue Hours set forth in Exhibit A of the Agreement.

5.4.47 **Identification -**  All vehicles, signage, and operator/driver appearance in connection with transportation service provided under this contractor shall conform to the color, design, graphics, and wording specifications established by University. The Contractor will be responsible for displaying route signs on vehicles in a location that is easily readable by people outside the vehicle.

 **NOTE: The University prefers that the vehicles be utilized only for this contract. Vehicles displaying University logo and name are not to be used by contractor for service on weekends, holiday, etc. without permission of the University from the Vice President and Chief Auxiliary Enterprises Officer Charles A. Figari or his designee.**

5.4.48 **Marketing and Public Relations -** The University shall furnish all printed materials required for marketing the shuttle service. The University shall be the exclusive spokesman in connection with transportation service.

5.4.49 **Inspection -** The University may inspect the vehicles at any time. All determinations by University as to the appearance, cleanliness and condition of a vehicle shall be final; however, the Contractor shall not be relieved of its duty to maintain the vehicles in a safe and sound condition. All vehicles must be approved by University prior to initiation of service.

5.4.50 **Supervision -** Contractor will provide an on-site full time account supervisor who is responsible for the daily supervision of contracted service with the University. The University reserves the right to approve the individual assigned as supervisor. The account supervisor responsibilities will include, but are not limited to, monitoring of schedule adherence, reporting and investigation of reckless operation, and on-time route compliance. This supervision will include conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., ID Badge verification, driver safety and passenger relations). The account supervisor is expected to address employee and service performance immediately. If there is an issue with an employee or the performance of equipment, it is expected that the Contractor will have its account supervisor visit to address and correct the issue immediately after the incident. Contractor’s account supervisor will also be responsible for responding to and investigating any and all accidents. The University also reserves the right to conduct similar investigations and adherence checks of its own without notice to ensure Contractor’s compliance with the terms of the Agreement. The Contractor’s account supervisor will be required to carry either a cell phone or pager so that the University can contact him/her quickly in case of an emergency. The account supervisor should be available on a daily basis and check in with designated University individual every morning to update about any service issues.

5.4.51 **Uniforms -** Contractor shall require that all operators/drivers wear a standard uniform of neat appearance while on duty. The Contractor shall ensure that the operator's and drivers’ appearance presents a positive public image at all times while on duty.

5.4.52 **Name Tags / Nameplates -** Contractor shall require that all operators/drivers wear a standard uniform nametag that list both the first and last name of the vehicle operator/driver. Nameplates will also need to be displayed in each shuttle.

5.4.53 **Fuel Surcharges -** The University will not pay any fuel charges or fuel surcharges unless approved in advance by the University’s Vice President and Chief Auxiliary Enterprises Officer Charles A. Figari or his designee. Standard fuel-surcharge should be based off the local diesel fuel prices the week the Agreement is executed. Fuel surcharges should be removed once fuel prices fall below those prices when added.

5.4.54 **Management -** The Contractor shall employ management personnel for this contract who are qualified for the work. The University may identify to Contractor issues or concerns with the account supervisor, and account supervisor will expeditiously act to resolve all such issues or concerns so that its performance of the Work under the Agreement is not affected. The Contractor's account supervisor shall have regularly scheduled meetings with the University and the designated University representative.

5.4.55 **Reports -** The Contractor shall provide and maintain the following reports.

 5.4.55.1 Daily Statistics

Contractor will provide University with passenger count data and such other operating data as may reasonably be requested including but not limited to total daily number of boardings. Data will be provided by Contractor on a monthly basis by cumulative totals by hour and day. A Weekly Status Report will be supplied by Contractor to University on the daily statistics, and this report is due on the following Monday of the ending week of service. A Monthly Status Report will be supplied by Contractor on weekly statistics and will be supplied to the University by the 10th day of the following month. Both the weekly and monthly reports will provide boarding data by location, time, and date.

5.4.55.2 On-Time Percentage Report

Contractor will provide an On-Time Percentage Report based on information attained from the GPS system installed on each piece of transportation equipment. The On-time Percentage Report will be supplied to the University with the Monthly Status Report and due by the 10th day of the following month.

5.4.55.3 Miscellaneous Data

The Contractor shall provide such other miscellaneous data as the University reasonably request from time to time.

5.4.55.4 Reporting Format

The daily, weekly, and monthly reports shall be provided to the University in the form of a Microsoft Excel Spreadsheet. Each operator/driver is to collect the data by location, time, and passenger count. This information is to be provided to the University no later than the 10th date of the following month.

5.4.56 **Adjustments for Performance**

5.4.56.1 Contractor shall strictly adhere to scope of service requirements in rendering transportation services. Any damages incurred by the University on behalf of the contractor when; contractor does not make a service run, fails to provide the required services, does not operate in accordance with the set schedule, or if a service run is interrupted due to equipment failure or for any other reason within the control of contractor will result in adjustments to payment.

5.4.56.2 In the event the contractor fails to comply with the minimum performance standards, adjustments in payment to the contractor will be made based on the Hourly Rate times the number of hours of the failure.

5.4.56.3 Adjustments for performance shall be assessed based upon compliance with the performance standards reported by: the contractor, by a passenger, by a GPS and verified by the contractor and/or University or by a representative of the University.

5.4.56.4 Should non-compliance with the performance standards be reported by three (3) or more passengers independently, the contractor shall undertake an investigation to verify or refute the report(s). Result shall be a reported to the University. Adjustments for performance will be made based on the Hourly Rate times the number of hours of non-compliance.

5.4.56.5 Adjustments for failure to comply with performance standards shall be deducted from monies due, or which may thereafter become due, to the contractor under the contract.

5.4.56.6 If non-compliance with performance standards is determined by University to have been caused by conditions not within the control of the contractor, assessments may be waived by University.

5.4.56.7 University will report a driver from any route to Contractor for any of the following issues, and upon receiving such a report Contractor will act immediately to rectify the issue and ensure that Contractor’s performance of the Work is unaffected:

 \* Reckless driving,

 \* Dispute with a student / employee,

 \* Being rude to riders,

 \* Other issues deemed by University in its sole discretion

5.4.57 **Types of Adjustments**

5.4.57.1 Shuttle Route & Schedule

During a majority of the year the University’s shuttles do not run on a set schedule. All shuttles run the same route and they are spaced 8-11 minutes apart from each other. In the case shuttles are greater than 15 minutes apart the contractor will be assessed an adjustment in the amount equal to the Hourly Rate for one (1) Revenue Hour.

5.4.57.2 Early Departure

In the case a service run departs early from any stop, the contractor will be assessed an adjustment in the amount equal to the Hourly Rate multiplied by one (1) revenue hour.

5.4.57.3 Late Departure (5-15 minutes)

In the case that a service run departs from any stop five (5) minutes or more but, less than fifteen (15) minutes later than the interval, the contractor will be assessed an amount equal to fifty percent (50%) of the Hourly Rate multiplied by one Revenue Hour.

5.4.57.4 Late Departure (15-30 minutes)

In the case that a service run departs from any stop fifteen (15) minutes or more, but less than thirty (30) minutes later than the interval, the contractor will be assessed an amount equal to the Hourly Rate multiplied by one Revenue Hour.

5.4.57.5 Equipment Failure

If a bus fails to substantially complete a trip due to equipment failure or for any other reason within the control of contractor, the contractor will not receive payment for trip and will be assessed an amount equal to the Hourly Rate multiplied by the number of hours that the bus is out of service.

5.4.57.6 No-Show

If a bus fails to show up for the route, the contractor will not receive payment for the entire time period that the bus is not operational and will be assessed an amount equal to the Hourly Rate multiplied by the number of hours that the bus is not operational.

5.4.57.7 Air Conditioning Failure

If a trip is made with air conditioning that does not function properly or that does not meet performance standards set out in the scope of services, the contractor will be assessed an amount equal to the Hourly Rate multiplied by the number of hours that the air conditioning is not functioning properly.

5.4.57.8 Other Adjustments

Contractor will be subject to additional adjustments in the event that Contractor has three (3) or more occurrences in the same month and assessed as indicated below. Occurrences which may incur such adjustments include, vehicle not showing up, vehicle disabled; or any other reason; except for traffic delays.

 Such adjustments shall be applied as shown below:

 \* 3rd Occurrence; loss of hourly rate for that hour,

\* 4th thru 6th Occurrence; loss of hourly rate for that hour and additional $100 assessed per occurrence,

\* 7th thru 9th Occurrence; loss of hourly rate for that hour and additional $200 assessed per occurrence,

\* 10th Occurrence and more; loss of hourly rate for that hour and additional $500 assessed per occurrence.

An adjustment of $100 shall be assessed if a smaller size substitute bus takes place of the contracted size and no additional busses are provided to make up for the difference in size.

In addition, if it becomes a pattern that contractor has three (3) violations of our ridership on a consistent basis each month, then an adjustment shall be assessed for the 3rd or more occurrence in a twelve (12) month period.

5.4.58 **Financial**

 5.4.58.1 Invoices / UTHealth Payments

All billings must be accompanied by documentation required herein. All billings are to be submitted and reviewed by UTHealth prior to the issuance of payment. Once approved, UTHealth shall make payment within thirty (30) days of receipt of a properly documented weekly invoice for services rendered pursuant to this Contract.

5.4.58.2 Time is of the essence in the performance of Contractor’s duties. Failure of the Contractor to notify University sufficiently in advance of inability to complete within the delivery schedule, shall grant University the option of canceling the order, purchasing from the best available source, and charging the Contractor the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, University shall have no obligation to accept late performance or to waive timely performance by Contractor.

5.4.58.3 In no event shall changes be permitted to the terms of the agreement without the express prior written authorization of Charlie Figari, Vice President and Chief Auxiliary Enterprises Officer, or his successor / designee. Any such changes must be processed as an amendment to the agreement.

5.4.58.4 Pricing for Options to Extend the contract will be negotiated a minimum of ninety (90) days prior to the contract end date.

5.4.59 **Additional Services**

 5.4.59.1 From time-to-time the University may request additional transportation services from the contractor. These additional services will be provided by Contractor at the Hourly Rate provided in the agreement and be a minimum four (4) Revenue Hours in length.

Examples of the additional transportation needs are as follows:

* Short Term-Short Distance Transportation. Service from a designated point within the Texas Medical Center (TMC) to another designated point within the TMC where the one way travel time is less than thirty (30) minutes.
* Short Term-Mid Distance Transportation. Service from a designated point to a designated point where the one way travel time is less than one hour.
* Short Term-Long Distance Transportation. Service from a designated point to a designated point where one way travel time is greater than one (1) hour.
* Short Term Circulator Transportation. Service to multiple points where the route is repetitive and times are pre-determined for a period of less than four (4) hours.
* Mid Term Circulator Transportation. Service to multiple points where the route is repetitive and times are pre-determined for a period greater than four (4) hours.
* Multi-Day Transportation. Service from a pre-determined point and return service for more than one twenty-four (24) hour period.

5.4.59.2 Transportation from the TMC South Campus Parking Lot into the TMC Main Campus.

 5.4.59.3 The University would prefer that the equipment be utilized only for the contract. The contractor is to seek and receive the permission of the University from the Vice President and Chief Auxiliary Enterprises Officer, Charles A. Figari or his designee, prior to utilizing the vehicles for service outside of UTHealth.

5.4.60 **Performance Reviews -** Twice annually the University and the contractor will conduct a performance review of the shuttle bus service. The contractor will produce a written document for evaluation to include but not be limited to the following:

* On-time performance
* Response to Vehicle Breakdown or Service Disruptions
* Missed Trips
* Complaints per 100 passengers boarding (additional performance standards may be required)
* Passenger satisfaction surveys

5.4.61 **Performance Bond -** A Performance Bond will be required in the amount of $100,000.00 from the awarded contractor for the initial base term of the contract. The Performance Bond will be renewed annually for each renewal term (one year) of the contract period. The contractor will not be required to provide a full five-year performance bond up front; however, the awarded Contractor will be required to obtain a one-year bond at each renewal period if the contract is renewed.

5.4.62 **University Allocated Office Space** - University will provide approximately 300 sq. ft. of necessary office space to contractor (if needed) at the University. University will invoice Contractor semi-annually and Contractor will reimburse University within thirty (30) days of receipt of invoice.

 5.4.63 **University Allocated Bus Parking Area** - University will provide approximately 3,000 sq. ft. of necessary bus parking to contractor (if needed) at the Operations Center Building (OCB) located at 1851 Crosspoint, Houston, Texas 77054. Contractor will maintain bus parking area to be free of engine oil staining, fuel staining, and other vehicle debris at its own expense.

 5.4.64 **Performance Metrics -** The intent of the performance metrics is as follows.

5.4.64.1 To inform Contractor that University organizational leadership requires monitoring the performance of shuttle bus services.

5.4.64.2 To ensure that University receives the same level of high quality shuttle bus services when delivered by an outside organization through contractual agreement as it would if provided by University’s staff.

5.4.64.3 To clarify Contractor’s performance obligations by identifying Key Performance Indicators (KPI’s). The purpose of these standards, together with the compensation adjustment included therein, is to assure University of quality shuttle bus services based upon customer feedback.

5.4.64.4 To establish a protocol for the parties’ Quarterly Business Reviews (QBR) that includes review of a scorecard (Scorecard) that measures Contractor’s KPI’s for the previous quarter. All benchmarks and metrics will be updated each Contract Year, defined as each September 1st through August 31st period that resulting Agreement is in effect.

Reporting Periods Used:

Q1: 9/01 – 11/30 of each year

Q2: 12/01 – 2/28 of each year

Q3: 3/01 – 5/31 of each year

Q4: 6/01 – 8/31 of each year

5.4.64.5 To establish the parameters of an Annual Operating Plan & Review: University and Contractor will agree to meet annually and will mutually agree on the operating plan for the upcoming year. The operating plan will define the key performance metrics, budget, financials, staffing, benchmark data, strategic planning and other operational concerns for the upcoming year. The meeting will be scheduled prior to the end of the University fiscal year. Any new requirements for the upcoming year will start on September 1st.

5.4.64.6 These KPI’s must be strictly adhered to and met by Contractor, and any failure to meet such KPI’s will entitle University to enforce these obligations by exercising any and all remedies available to University under the Agreement.

5.4.64.7 Some examples are Customer Satisfaction Survey, Crisis Response Timeliness, and Route Issue Reporting Timeliness.

5.4.64.8 KPI’s will be finalized during the contract negotiation stage

5.4.64.9 If the KPI’s are not met, then Contractor will be placed on a corrective action plan

 5.4.64.10 Continued failure to perform will have financial implications and the adjustment of the hourly rate paid to University will be applied.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Proposer Name)

**To:** The University of Texas Health Science Center at Houston

**RFP No.:** 744-R1714 Shuttle Bus Services

Ladies and Gentlemen:

Having examined specifications and requirements of this RFP (including attachments), the undersigned proposes to furnish Work upon the pricing terms quoted below:

**6.1 Term of Agreement**

University anticipates that the term of the Agreement may be up to five (5) years with the initial term of the Agreement proposed to begin on September 1, 2017, and proposed to expire on August 31, 2022. University may elect to renew the Agreement for up to five (5) additional one (1) year terms.

**6.2 Pricing for Services Offered**

 (Prices submitted are based on the Scope of Work and Specifications from Section 5)

6.2.1

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bus Make & Model** | **Seating Capacity** | **Number of Buses** | **Revenue Hour** | **Extended Cost**  |
|  |  |  | $ | $ |

Reimbursement for expenses and disbursements will not exceed a maximum expense cap (*to be mutually agreed by Contractor and Respondent and provided in the Agreement*),without the prior written approval of University.

**6.3 Discounts**

Describe all discounts that may be available to University, including educational, federal, state and local discounts.

**6.4 Schedule for Completion of Tasks and Submittal of Deliverables**

 Please specify number of calendar days to commence services.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 If applicable, specify number of calendar days lead time for new equipment.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6.5 Payment Terms**

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act*(ref. [Chapter 2251, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: \_\_\_\_\_%\_\_\_\_\_days/net 30 days.

[Section 51.012, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.012), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent’s banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent’s banking information. Changes to Respondent’s bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W‑9](https://www.irs.gov/uac/about-form-w9) signed by an authorized representative of Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm#151.309)*,* and [Title 34 TAC §3.322](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322). Pursuant to [34 TAC §3.322(c)(4)](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322), University is not required to provide a tax exemption certificate to establish its tax exempt status.

 Respectfully submitted,

 **Proposer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorized Signature for Proposer)

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

APPENDIX ONE

PROPOSAL REQUIREMENTS

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**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of services to be performed, the detailed requirements of services to be provided, and the conditions under which services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

**1.2 Inquiries and Interpretations**

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University’s responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer’s proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

**1.3 Public Information**

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.101), [552.104](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.104), [552.110](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.110), [552.113](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.113), and [552.131](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.131), *Government Code*.

**1.4 Type of Agreement**

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor attached to this RFP as **APPENDIX TWO,** and otherwise acceptable to University in all respects (**Agreement**).

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4**). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

**1.6 Proposer's Acceptance of RFP Terms**

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **Section 2.3**), [c] Specifications and Additional Questions (ref. **Section 5**), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

**1.7 Solicitation for Proposal and Proposal Preparation Costs**

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University’s anticipated requirements for Work, and University has made no representation, written or oral, that any particular scope of work will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer’s preparation of a proposal in response to this RFP.

**1.8 Proposal Requirements and General Instructions**

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.

1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University’s sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University’s sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University’s sole discretion.

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6**), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of Work; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform Work that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing Work to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer’s General Questionnaire

Proposals must include responses to the questions in Proposer’s General Questionnaire (ref. **Section 3** of **APPENDIX ONE).** Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

*Proposer should submit all proposal materials as instructed in* ***Section 3***. RFP No. (ref. **Title Page**) and Submittal Deadline (ref. **Section 2.1**) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left‑hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.

Proposer must also submit the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.6**.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.6**. University will not accept proposals submitted by telephone or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

**SECTION 2**

**Execution of Offer**

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER’S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

**2.1** **Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:

2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.

2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.

2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.

2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.

2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.

2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.10 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, UT System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.11 Pursuant to §§[2107.008](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2107.htm#2107.008) and [2252.903](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.903), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer’s proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer’s intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

**2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

**2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.171.htm), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

**2.4** **Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., *Business and Commerce Code*](http://www.statutes.legis.state.tx.us/Docs/BC/htm/BC.15.htm), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

**2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

**2.6 Child Support Certification.** Under [§231.006, *Family Code*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006)*,* relating to child support, the individual or business entity named in Proposer’s proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

**2.7 Relationship Certifications.**

**⦁** No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.

* Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
* No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. [§669.003, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.669.htm#669.003)).
* All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

**2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=OSHACT&p_id=2743)) and the *Texas Hazard Communication Act*, [Chapter 502, *Health and Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.502.htm), and all related regulations in effect or proposed as of the date of this RFP.

**2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

**2.11** **Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965(c), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.965), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#Y)*,* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328](http://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=5&ti=30&pt=1&ch=328&sch=I&rl=Y). [§361.952(2), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.952)*,* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act*,* the term“computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.12 Conflict of Interest Certification.**

* Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
* Proposer’s provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
* Proposer has disclosed any personnel who are related to any current or former employees of University.
* Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

**2.13 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation:

If Proposer is a Corporation then Proposer’s Corporate Charter Number: \_\_\_\_\_\_

RFP No.: 744-R1714

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under §§**[**552.021**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

**Submitted and Certified By:**

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under §§**[**552.021**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

Proposals must include responses to the questions contained in this Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business:

State of incorporation:

Number of Employees:

Annual Revenues Volume:

Name of Parent Corporation, if any \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.

3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, *Family Code*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm)), and other applicable law.

**3.2 Approach to Work**

3.2.1 Proposer will provide a statement of the Proposer’s service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.

3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:

3.2.3.1 Identification of tasks to be performed;

3.2.3.2 Time frames to perform the identified tasks;

3.2.3.3 Project management methodology;

3.2.3.4 Implementation strategy; and

3.2.3.5 The expected time frame in which the services would be implemented.

3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

**3.3 General Requirements**

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

**3.4 Service Support**

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

**3.5 Quality Assurance**

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

**3.6 Miscellaneous**

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Proposer Name)

**To:** The University of Texas Health Science Center at Houston

**RFP No.:** 744-R1714 Shuttle Bus Services

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (*initial blanks for any Addenda issued*).

 No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

 **Proposer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorized Signature for Proposer)

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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