

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
CHARTER BUS SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
MISSOURI S&T
RFP # 22117
DUE DATE: JUNE 17, 2022
TIME: 1:00 PM, CT

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

Teresa L. Vest, Associate Director
University of Missouri Procurement
2910 LeMone Industrial Blvd
Columbia, MO 65201

Date Issued: May 27, 2022

NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of **CHARTER BUS SERVICES, RFP #22117** which will be received by the undersigned at University of Missouri Procurement, until **JUNE 17, 2022 at 1:00 PM, CT.** **The University assumes no responsibility for any supplier's on-time receipt at the designated location for proposal opening.**

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

If you have any questions regarding the RFP, please send them to:

*Teresa L. Vest, Associate Director
University of Missouri Procurement
2910 LeMone Industrial Blvd
Columbia, Missouri 65201
vestt@umsystem.edu*

All questions regarding the RFP must be received no later than Wednesday, June 8, 2022, at 1:00 PM, CT.

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

INDEX

Notice to Respondents.....	Page 3
General Terms and Conditions & Instructions to Respondents.....	Page 4
Detailed Specifications and Special Conditions.....	Page 14
Proposal Form	Page 21
Attachment A Supplier Diversity Participation Form.....	Page 33
Attachment B Supplier Registration Information	Page 34

**UNIVERSITY OF MISSOURI
REQUEST FOR PROPOSAL (RFP)
GENERAL TERMS AND CONDITIONS & INSTRUCTIONS TO RESPONDENTS**

A. General Terms and Conditions

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the supplier shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The supplier shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services, and firms when the goods or services to be provided are equally or better suited for the intended purpose. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.
7. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
8. **Supplier Diversity Participation:** The University of Missouri System is committed to and supports supplier diversity as an essential part of the University's mission and core values. To qualify as a Diverse Supplier, the company must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency.

The University of Missouri recognizes the following groups:

- MBE (Minority Owned Business Enterprise)
 - African American
 - Asian American (including Pacific Asian and Subcontinent Asian)
 - Hispanic American
 - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service-Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

Tier 2 Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all contracts for goods and services. Tier 2 spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers may be asked to submit Tier 2 information with Women and Diverse Owned Companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms on the contract: Direct and Indirect. Definitions and further explanation of these options is included in the Supplier Diversity Participation Form attached hereto.

Supplier Diversity Participation Form: If a respondent will be utilizing a diverse supplier as part of this contract, they must indicate their Supplier Diversity participation levels on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers will be responsible for reporting Tier 2 diverse supplier participation on an agreed upon timing (e.g. quarterly, annually) when business is awarded.

The University may monitor the supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the supplier from participating in future contracts.

9. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
10. **Anti-Discrimination Against Israel Act:** If this Contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

- 11. Applicable Digital Accessibility Laws and Regulations:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act, 36 C.F.R., Pt. 1194. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG), as specified by the University of Missouri Digital Accessibility Policy.

Supplier shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.0, Level AA or above); (2) provide the University with an Accessibility Conformance Report detailing the product's current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a "roadmap" plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) promptly respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from supplier's failure to meet WCAG guidelines at no cost to the University; and (5) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.

When installation, configuration, integration, updates, or maintenance are provided, the supplier must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If at any point after procurement it is determined that accessibility improvements need to be made in order to comply with the WCAG standards, the supplier agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement.

- 12. Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Supplier agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Supplier with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of MU Health Care, is regulated under federal or state laws with regard to contracting with suppliers. The Respondent represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Respondent agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

- 13. Compliance with CDC Guidelines: (If Applicable)**

Due to the changing nature of the COVID-19 pandemic, successful Supplier will monitor and comply with CDC and other federal, state, and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.

NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE:

In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.

14. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

15. **Contractor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.

B. Instructions to Respondents

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondents' risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

The RFP document and any attachments constitute the complete set of specifications and Request for Proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: **Request for Proposal #22117 for CHARTER BUS SERVICES, mailed and/or delivered to University of Missouri Procurement, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Teresa Vest**

To receive consideration, Request for Proposals must be received, prior to the Proposal due date and time stated in this RFP. It is the respondent's full responsibility for the actual delivery of Proposals

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All Requests for Proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications, it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the Request for Proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondents Proposal and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondent shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all RFP specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the RFP closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing date and time. Proposals may not be modified after the RFP closing date and time. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record. In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Assistant Vice President Management Services, UM System shall be final and binding upon all parties.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Respondent(s) shall enter into a contract prepared by the University. The Contract Documents shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract, Statement of Work, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment may not occur unless this information has been provided.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
11. **Debarment and Suspension Certification:** The Contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, including MU Health Care.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities is at the discretion of respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. OBJECTIVE

The Curators of the University of Missouri, a public organization, propose to contract on behalf of Missouri Science & Technology (hereinafter referred to as "University") with an organization (hereinafter referred to as "Supplier"), to provide for Charter Bus Services. Services will be provided to Missouri S&T Athletics. While Missouri S&T Athletics is the largest user of charter bus services, any agreement resulting from this request for proposals may be utilized by any campus department.

2. SCOPE

Missouri Science & Technology is seeking proposals from qualified professional firms interested in providing Charter Bus Service. Missouri S&T is requesting proposals on three (3) proposal bases. The University reserves the right to make an award for the proposal basis which best meets the university's requirements.

- **Proposal Basis 1 -- Exclusive Contract for Long Distance Athletic Department Trips, defined as >301 miles round trip (EALDC)**

If Proposal Basis 1 is awarded by the University, one (1) Contractor will be selected to provide charter services for all Missouri S&T Athletic Department trips of 301 miles or **more**, round trip distance. For ease of reference, for the remainder of this document, this Contractor will be referred to as the **Exclusive Athletic Long-Distance Contractor (EALDC)**. Respondents to Proposal Basis 1 must list an additional discount off pricing submitted for Proposal Basis 1.

The purpose of making an award under Proposal Basis 1 is to take advantage of additional discounts available by making a commitment with one (1) Contractor to provide Athletic Department trips which are 301 or more miles round trip. This guarantee of business should allow the EALDC to offer lower prices while still having multiple Contractors for the remaining Athletic Department and campus trips which will allow flexibility of scheduling for the remaining trips and departments.

A list of Athletic Department trips for the 2022-2023 academic year which are expected to be 301 miles or more round trip is included in EXHIBIT A.

- **Proposal Basis 2 - Exclusive Contract for Short Distance Athletic Department Trips, defined as (<300 miles round trip (EASDC)**

If Proposal Basis 2 is awarded by the University, one (1) Contractor will be selected to provide charter services for all Missouri S&T Athletic Department trips of 300 miles or **less**, round trip distance. For ease of reference, for the remainder of this document, this Contractor will be referred to as the **Exclusive Athletic Long-Distance Contractor (EAsDC)**. Respondents to Proposal Basis 2 must list an additional discount off pricing submitted for Proposal Basis 2.

The purpose of making an award under Proposal Basis 2 is to take advantage of additional discounts available by making a commitment with one (1) Contractor to provide Athletic Department trips which are 300 or less miles round trip. This guarantee of business should allow the EALDC to offer lower prices while still having multiple Contractors for the remaining Athletic Department and campus trips which will allow flexibility of scheduling for the remaining trips and departments.

A list of Athletic Department trips for the 2022-2023 academic year which are expected to be 300 miles or less round trip is included in EXHIBIT A.

- **Proposal Basis 3 - Exclusive Contract for All Athletic Department Trips (EAC)**

If Proposal Basis 3 is awarded by the University, one (1) Contractor will be selected to provide ALL charter services for all Missouri S&T Athletic Department trips. For ease of reference, for the remainder of this document, this Contractor will be referred to as the **Exclusive Athletic Contractor (EAC)**. Respondents to Proposal Basis 3 must list an additional discount off pricing submitted for Proposal Basis 1 and/or 2.

The purpose of making an award under Proposal Basis ~~2~~ 3 is to take advantage of additional discounts available by making a commitment with one (1) Contractor to provide all Athletic Department trips. This guarantee of business should allow the EAC to offer lower prices while still having multiple Contractors which will allow flexibility of scheduling for the remaining trips and departments.

Sample trips listed on the Proposal Form are representative of trips anticipated by the university and are for evaluation purposes only. The University does not guarantee the specific trips listed as sample trips will be scheduled. The University does not guarantee any specific trip will be scheduled with any specific Contractor.

3. CONTRACT REQUIREMENTS

- A. **Pricing** – Prices as listed on the Proposal Form will be used as a base to figure all adjustments. No price increases are allowed except those for fuel adjustments as stated below.

Pricing is to be based upon twenty-four (24) hours being considered as one (1) day for charter service purposes with the time of trip starting at the time the bus is required to arrive for loading and ending when bus is unloaded.

Pricing listed is to be all-inclusive. All-inclusive is defined as including all costs associated with the trip, including but not limited to, parking fees, toll fees, other trip related expenses, unless the cost is specifically noted as being a responsibility of the University. Driver gratuity is not allowed.

Respondents may include pricing on Proposal Form for bus type(s) and/or size(s) which are not specifically requested. Examples of possible bus types are 14 passenger motor coach, and, “entertainer” / sleeping coach. This pricing will not be considered for evaluation purposes but the University reserves the right to include any, all, and/or none of the bus type(s) and/or size(s) when making an award.

Delivery charges –Delivery charge is defined as the cost to bring and return bus(es) between Rolla, MO and the Contractor’s location. Delivery charge, if any, must be stated on the Proposal Form, page 21. If a delivery charge is listed on the Proposal Form, it is to be a round trip cost – not a per trip leg cost. Respondent must include the delivery charge, if any, when calculating the cost for all sample trips on Proposal Form

Deadhead charges – Deadhead charges are defined as the cost, if any, Contractor may charge to transport empty bus(es) other than when delivering the bus(es) to / from Rolla, MO. Deadhead charges, if any, must be stated on Proposal Form. Deadhead charges, if any, are to be a per mile rate. Respondent shall provide information on how deadhead charges will be calculated on the Proposal Form, page 21.

Layover – A time when the bus is not available for use by charter company but not used by university or used only for shuttle services. Respondent shall provide information on how layover charges, if any, will be calculated on Proposal Form, page 21.

Fuel Costs - Respondent's price per mile shall be adjustable, based on the D.O.E. Index. Date of departure shall be used to determine index fuel price for price adjustments, when applicable. The University will not automatically make price adjustments when invoiced, except to the advantage of the University.

Prices shall be adjusted for increases and decreases in diesel fuel pump prices. **The base fuel price shall be \$4.947** as taken from the Department of Energy EIA Retail On-Highway Diesel Price Index for the **Midwest Region dated 04/04/2022**. This index is updated weekly (Monday) and may be accessed on line at: <http://www.eia.gov/petroleum/gasdiesel/>. Current index prices may also be obtained by calling the U.S. Energy Information Administration at 1-202-586-8800.

- B. **Pickup/Departure** – Buses must report at least 45 minutes prior to departure for all trips unless mutually agreed otherwise with campus department requesting charter services.
- C. **Shuttle Services** - Shuttle service may be required at the destination of the trip. Shuttle services may include, but not be limited to, trips to and from Lambert International Airport, meals, practices, games, other trip related events, etc. The University will notify the Contractor of any shuttle service needed prior to the trip and the Contractor should include these in the quoted price for the trip.
- D. **Quotes** - Contractor(s) **must** provide a written quote for each trip. Quotation must include pricing per contract including estimated mileage, trip information such as pick up location, date, and time, shuttle requirements during trip, and return information such as location, date, and time.

All trips must be planned, quoted, and driven within the Federal hours of service limitations. Trips extending over a meal period will most likely require a meal stop. Contactor(s) must plan for this contingency. Contractor(s) may follow up with requesting department prior to departure to clarify expected schedule, if needed.

For trips of one (1) day or less, if the total trip time will be close to or exceed the maximum of fifteen (15) hours overall time on duty for the driver but have ten (10) hours or less of driving time, the University will provide a "day room" for the driver at the University's expense. Contractor must include the need for a day room on the quote and University must approve this expense by specifically listing it on the purchase order prior to departure on the trip.

The university acknowledges that the time required to prepare the bus, bring the bus to the departure location, and wait for departure is considered as part of the fifteen (15) hours overall time on duty. The time required to prepare a bus should not exceed 30 minutes except in extreme weather conditions.

Contactor(s) must also take into consideration that events, including but not limited to, athletic events, may be extended due to delays and/or overtime. This should be considered when determining if an additional driver is required. Should unforeseeable circumstances outside of the driver's control (such as an extremely long event delay) occur which would put the driver over the maximum number of hours of duty as listed in Mandatory Specifications above, it is the driver's responsibility to discuss the situation with the University's contact person and to reach a solution which will allow the driver to log off duty sufficient to ensure the safety of the passengers and compliance with Federal hours of service limitations. If required, University staff has the authority to authorize a day room as stated in Mandatory Specification # 18 above. This type of occurrence should be seldom, if ever, as Contractor should consider the possibility of a delay when quoting the trip.

Campus departments may request quotes for trip(s) from multiple Contractors. A purchase order (or other agreed upon document) must be received by Contractor(s) prior to each trip as the commitment by the

University for the charter services. If a quote has been provided but a purchase order has not been received in a timely manner, it is suggested that Contractor(s) follow up with department which requested quote.

- E. **Subcontracting** - If Contractor is not able to provide bus(es) owned by the Contractor and the Contractor subcontracts one or more trip(s), Subcontractor(s) must be covered by Contractor's insurance. An exception may be granted by University of Missouri Procurement if Subcontractor provides (or has on file in the University of Missouri Procurement) a current certificate of insurance meeting the University's requirements prior to trip.

If a Subcontractor is not covered by Contractor's insurance, Subcontractor must meet the same insurance requirements as Contractor(s) including listing the Curators of the University of Missouri, its officers, agents, and employees as additional insured.

If Contractor quotes a trip with a subcontracted vehicle, the quote must state the name and address of the subcontractor. If a commitment has already been made by the University (for example, a purchase order has been issued) and events change which require Contractor to subcontract the trip, Contractor is required to notify University of Missouri System Procurement and the department listed on the commitment as early as possible. The University reserves the right to approve Subcontractor(s). If a Subcontractor is not acceptable, University may cancel trip with written notification. No cancellation fee may be charged for trips canceled due to unacceptable Subcontractor(s). The University reserves the right to approve Subcontractor(s). If a Subcontractor is not acceptable to the university and the trip must be cancelled, no cancellation fee will be charged to the University. The Contractor will reimburse the University all cancellation fees incurred due to cancelling the trip.

If the Contractor cannot secure an acceptable subcontractor as outlined in the contract, the University can continue to seek alternative transportation. If alternative transportation is secured by the University, the Contractor agrees to reimburse the University for expenses incurred beyond the original transportation quote provided for the trip.

All trips serviced by subcontractor(s) must be compliant with the specifications of this request for proposal, including, but not limited to, insurance, indemnification, size, safety, maintenance, cancellation, emergency service, departure, return, and bus requirements. The Subcontractor's bus(es) must be equivalent or better than the minimum standards listed in BUS REQUIREMENTS – Sections G, below. The Contractor is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Purchase order(s) and payment will be made only to Contractor(s). It is the contractor(s) responsibility to uphold compliance with any / all subcontractor(s).

- F. **Cancellation/Changes** – The University reserves the right to cancel any proposed trip at no cost to the University in the following circumstances.

- Cancellation by the University may be made up to 24 hours prior to the scheduled date/time of the trip.
- Cancellation by the University may be made until the time the bus is dispatched for pick up due to weather based on conditions and/or forecast conditions in Rolla, MO, at the destination, and/or along the travel route including when field conditions cause an event cancellation for events such as (but not limited to) soccer, baseball, and/or softball.

Cancellation by the contractor must be made within 24 hours of scheduled date/time of the trip. The University reserves the right to approve Subcontractor(s). If a Subcontractor is not acceptable to the university and the trip must be cancelled, no cancellation fee will be charged to the University. The Contractor will reimburse the University all cancellation fees incurred due to cancelling the trip.

If the Contractor cannot secure an acceptable subcontractor as outlined in the contract, the University can continue to seek alternative transportation. If alternative transportation is secured by the University, the Contractor agrees to reimburse the University for expenses incurred beyond the original transportation quote provided for the trip.

G. Bus requirements

- Buses shall be in good shape mechanically, well maintained and clean inside and out with GPS, or at minimum the driver have GPS available.
- Buses with 40 passengers or more shall be passenger sizes, over the road type, with reclining seats, working air conditioning and heat, clean restroom, TVs with HDMI in good working order, and with multiple viewing screens, window shades/curtains, working Wi-Fi, outlets/USB ports and individual interior lights.
- Buses of 50 passengers or more shall have a minimum of 400 cubic feet of below storage luggage and equipment space with bays that lock.
- For EADLC or EAC, buses shall not be older than five (5) years. Buses must be well maintained and reconditioned as needed. By the end of the contract term in 2027, buses should not be older than 2022. If recently mechanically reconditioned, maintenance records must be provided at no charge upon request.
- The University reserves the right to inspect respondent's buses prior to awarding the Contract. The University reserves the right to reject proposals for buses that do not meet the University's requirements. Respondents must make at least one (1) bus available in Rolla, MO for evaluation upon request, at no cost to the University, and within fifteen (15) days after request.
- Contractor understands and agrees that the acceptability of Contractor's motor coach(es) shall be determined solely by the University.

H. Driver Requirements

- A properly licensed driver will be required for all trips. Driver(s) may not have any DWI violations.
- Driver must be well groomed and present a professional appearance. Driver must wear a name tag and/or identification showing at a minimum, first name and company name. Driver must be professional in demeanor.
- University reserves the right to request specific driver(s) for specific trips. Contractor will accommodate requests, when possible.
- The University reserves the right to request that any employee of the Contractor be removed from the University's account at any time, for any reason, with or without cause or notice. Contractor will remove the employee at the University's request. The University will not unreasonably request removal of employees. Contractor must agree that the acceptability of Contractor's driver(s) shall be determined solely by the University.

I. Safety/Certification

- Contractor(s) must be certified to transport passengers across state lines. Contractor must ensure that all motor coaches and drivers provided under the terms any contract resulting from this request for proposals are both licensed and insured in accordance with all applicable laws and regulations.
- The University reserves the right to not award and/or immediately terminate contract with written notice if Contractor receives excessive (as determined by the University) USDOT or other regulatory agency violations.

J. Emergency Service

- Contractor will provide twenty-four (24) hour emergency service in case of bus breakdown on the road. Repair or replacement of bus (to complete trip) should not exceed, under normal circumstances, two (2) hours. The contractor shall supply the University with an emergency phone number to call twenty-four (24)

hours a day. The contractor will assume all costs incurred by the University to obtain alternate transportation, hotel rooms and meals as a result of the Contractor's inability to complete the trip as required will be deducted from any amount due to the Contractor.

- Bus driver must have a cellular phone or other method to allow emergency contact to and from charter service company at all times. The University's group leader must be provided with a phone number or other method to contact driver if an emergency situation occurs.
- The University reserves the right to terminate contract(s) with Contractor(s) which experience breakdowns which are excessive, as determined by the University.
- At no time is the Contractor to leave a team stranded without a driver during a trip. The Contractor must notify the University immediately in the event a driver is terminated or becomes too ill to drive in the middle of a trip. A replacement driver must immediately be in route to the bus location. The University expects no disruption in service and to arrive at the event/home in a safe and professional manner. The University will not pay any overtime or other additional charges to the Contractor if the driver is terminated before the trip is completed. The Contractor will assume all costs should a replacement driver be needed due to illness.

K. University Responsibilities

- Overnight accommodations for the bus driver will be arranged and paid for by the University; however, meals and all other incidental costs will be the responsibility of the Contractor.

L. Use by other University of Missouri campuses

- The University reserves the right to allow other University of Missouri campuses (UMKC, UM, and UMSL) to utilize this contract under the same terms and conditions if Contractor(s) is able and willing to provide the services as specified to the other locations. Respondents are required to complete information on the Proposal Form listing the delivery costs, if any, for other campuses. All other pricing must remain unchanged, regardless of campus.
- If charter bus services are being provided to University of Missouri – Columbia, Kansas City, and/or St. Louis, the delivery and deadhead charges will be applied in the same manner as when the services are being used by Missouri S&T but the appropriate campus rather than Rolla, MO will be used to define when / if delivery and/or deadhead charges will apply.

4. SPONSORSHIP

A corporate sponsorship at the Gold Level will be required with the Exclusive Contract for Athletic Department trips.

A corporate sponsorship minimally held at the Silver Level will be required with the Exclusive Contract for Long Distance Athletic Department trips.

A corporate sponsorship minimally held at the Bronze Level will be required with the Exclusive Contract for Short Distance Athletic Department trips.

This is a yearly sponsorship with payment due by July 1st of each year of the contract term. Please review the three (3) different Corporate Sponsorship levels listed on the Proposal Form, page 31.

5. CONTRACT PERIOD

The contract period shall be from July 1, 2022 through June 30, 2023 with the option to renew for four (4) additional one (1) year periods. Pricing shall remain firm for the initial term of the contract. A written notice will be given to the Contractor(s) by the University at least thirty (30) days prior to the end of the current contract term if any renewal option is to be exercised.

Each respondent is required to state their maximum percent increase for items awarded for the successive annual renewal periods, if applicable. The percent increase shall be a percentage change in the unit prices and shall not exceed that percent. The percent increase will be considered when evaluating the financial proposals.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

6. INSTRUCTIONS FOR PROPOSAL RESPONSE

Responses should be enumerated in the same order and fashion of the Mandatory and Desirable Specifications outlined within. Respondents are required to **fully** respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability and how to meet the evaluation questions.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee both Mandatory and Desirable specifications are met. If "no response" or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject supplier's proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked and do not include large graphics. These are not valuable in the volume of information the various evaluating teams must review. Proposals must be submitted in the number and manner as specified below:

Volume I – Functional section **MUST** be submitted in a sealed envelope with one (1) paper copy and one (1) electronic copy via a non-password protected flash drive in PDF format and must contain **in this order**:

- Response to Information for Respondents and General Conditions,
- Mandatory Specifications and supplier responses,
- Desirable Specifications and supplier responses,
- If there is a supplier related contract that must be signed as part of doing business, it should also be included in this section.

Volume II – Financial Section **MUST** be submitted in a separately sealed envelope with one (1) paper copy and one (1) electronic copy via a non-password protected flash drive in PDF format and contain **in this order**:

- Request for Proposal Form with any supplemental pricing schedules, if applicable.
- Authorized Respondent Representation.
- Attachment A - Supplier Diversity Participation Form.
- Attachment B – Supplier Registration Information.

Respondent must complete and return the University Proposal Form with proposal response. Supplier quote sheets are not acceptable forms of bidding and could cause rejection of response. **All proposals must be plainly marked: Request for Proposal #22117 for CHARTER BUS SERVICES, mailed and/or hand delivered to University of Missouri Procurement, 2910 LeMone Industrial Blvd., Columbia, MO 65201, Attn: Teresa Vest. Please allow transmittal time to ensure your response is received no later than the time stated on the RFP cover page.**

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

Confidentiality of Information:

All records received from a Supplier will be deemed public records and presumed to be open. If the supplier submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Supplier as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

7. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

Respondents must meet the mandatory/limiting criteria to be "qualified" for scoring. If requirements are not met, the respondents are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored desirable criteria, which includes qualitatively, how specifications are met. A team of University individuals will evaluate and assign points to suppliers' responses to the evaluation questions. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense, or request suppliers to perform a presentation/demonstration to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits/presentations revealed compliance inconsistency.

The University may request suppliers selected as finalists to come onsite to the University, at the supplier's expense, for presentations as part of the RFP selection.

Proposals will be awarded based upon the functional and financial evaluation.

8. INSURANCE REQUIREMENTS

Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII. Current satisfactory safety rating report (**SAFER**) should be submitted with certificate of insurance.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the University as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Auto Liability Contractor agrees to maintain Business Automobile Liability at a limit not less than \$5,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Contractor fails to maintain and keep in force the required insurance, the University shall have the right to cancel and terminate the contract without notice. The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Contractor, any Subcontractor, or their employees in the performance of the contract.

Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

9. MANDATORY CRITERIA

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all the following mandatory requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

- A. Proposed Contractor must provide evidence of DOT safety regulation compliance, via the Safety and Fitness Electronic Record (SAFER) System.
_____ No _____ Yes, and Provide substantiating information
- B. Proposed Contractor must provide complete list of all Buses in their Fleet, including age and current mileage.
_____ No _____ Yes, and Provide substantiating information
- C. Proposed Contractor must provide evidence of availability of transportation or the ability to secure substitute transportation.
_____ No _____ Yes, and Provide substantiating information

10. DESIRABLE CRITERIA

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

- A. Proposed Contractor shall provide documentation of driver hiring and training programs, including requirements for employment.
- B. Proposed Contractor must include a statement of general policy and procedure concerning emergency service with their proposal.
- C. Proposed Contractor shall provide documentation of scheduled, routine mechanical service, and mechanical history of proposed fleet.
- D. Proposed Contractor shall provide references and overall experience with the University of Missouri and other universities or professional teams.

REQUEST FOR PROPOSAL FORM

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
CHARTER BUS SERVICE
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
MISSOURI S&T ATHLETICS
RFP #22117
DUE DATE: JUNE 17, 2022
TIME: 1:00 PM, CT**

The undersigned proposes to furnish the following items and/or services in accordance with all requirements and specifications contained within this Request for Proposal issued by the University of Missouri.

- Respondent shall provide information on how delivery charges will be calculated:

- Respondent shall provide information on how deadhead charges, if any, will be calculated:

- Respondent shall provide information on how layover charges, if any, will be calculated:

Proposal Basis 1 - Exclusive Contract for Long Distance Athletic Department Trips (>300 miles round trip),

Respondent must complete all fields listed below for each size of bus which they can provide. Additional lines have been provided for respondent to list any additional size(s) of vehicle(s) that may be available if respondent is awarded contract.

Respondent may list pricing for any, some, or all bus sizes.

Bus Size	List bus(es) make/model/year (Multiple buses may be listed for each bus size)	Delivery Charge (if any) to bring bus /return from Missouri S&T	Minimum Trip Charge (if any) List per trip minimum # of miles to be billed or minimum flat rate	Cost Per Mile	Cost for Additional Driver, per day	Deadhead Cost Per Mile	Fill in one or both (if both filled in, state when each will be used)	
							Shuttle Service Cost per Mile	Shuttle Service Cost per Hour
		\$	\$	\$	\$	\$	\$	\$
25 Passenger		\$	\$	\$	\$	\$	\$	\$
32 Passenger		\$	\$	\$	\$	\$	\$	\$
47 Passenger		\$	\$	\$	\$	\$	\$	\$
50 Passenger		\$	\$	\$	\$	\$	\$	\$
56 Passenger or larger		\$	\$	\$	\$	\$	\$	\$
Respondent may choose to list additional bus size(s) and/or types below. Respondent must list pricing for any size and/or type listed. The University reserves the right to include none, any and/or all of the bus type(s) and/or size(s) when making an award. (Example: specialty buses and/or executive coach)								
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$

Proposal Basis 2 - Exclusive Contract for Short Distance Athletic Department Trips (<300 miles round trip)

Respondent must complete all fields listed below for each size of bus which they can provide. Additional lines have been provided for respondent to list any additional size(s) of vehicle(s) that may be available if respondent is awarded contract.

Respondent may list pricing for any, some, or all bus sizes.

Bus Size	List bus(es) make/model/year (Multiple buses may be listed for each bus size)	Delivery Charge (if any) to bring bus /return from Missouri S&T	Minimum Trip Charge (if any) List per trip minimum # of miles to be billed or minimum flat rate	Cost Per Mile	Cost for Additional Driver, per day	Deadhead Cost Per Mile	Fill in one or both (if both filled in, state when each will be used)	
							Shuttle Service Cost per Mile	Shuttle Service Cost per Hour
		\$	\$	\$	\$	\$	\$	\$
25 Passenger		\$	\$	\$	\$	\$	\$	\$
32 Passenger		\$	\$	\$	\$	\$	\$	\$
47 Passenger		\$	\$	\$	\$	\$	\$	\$
50 Passenger		\$	\$	\$	\$	\$	\$	\$
56 Passenger or larger		\$	\$	\$	\$	\$	\$	\$
Respondent may choose to list additional bus size(s) and/or types below. Respondent must list pricing for any size and/or type listed. The University reserves the right to include none, any and/or all of the bus type(s) and/or size(s) when making an award. (Example: specialty buses and/or executive coach)								
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$

Instructions For Completing Sample Trips 1-6 as shown on pages 24 through 30

Respondent must use the rates listed above to complete the cost information for sample trips #1-6. The cost for these sample trips will be used to calculate the total cost for evaluation purposes. A total cost of sample trips # 1-6 will be used to determine total costs for evaluation purposes. **The estimated mileage listed for each trip is to be used when calculating costs for the sample trips below.** Respondent must list each cost component separately and list a grand total for each trip. Respondent must list pricing for each trip for each bus size available. Complete only the sections which are applicable.

Trip 1:

Day 1 Travel from Rolla, MO to Crawfordsville, IN, depart Rolla at 2 pm, to include a meal stop.

Day 2 Depart Crawfordsville, IN after track meet, at approximately 6 pm, return to Rolla, MO with a meal stop along the way.

Estimated distance: 340 miles each way / 680 miles round trip.

	25 Passenger	32 Passenger	47 Passenger	50 Passenger	56 Passenger
Day 1 Rolla, MO to Crawfordsville, IN					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 1					
Day 2 Crawfordsville, IN to Rolla, MO					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 2					
TOTAL TRIP # 1					

Please explain Other Charges, if any:

Trip 2:

Day 1 Travel from Rolla, MO to Duluth, MN, depart Rolla at 6 am, to include meal stops
Day 2 No bus service needed
Day 3 Depart Duluth, MN at 1 am, return to Rolla, MO with a meal stops along the way.

Estimated distance: 730 miles each way / 1,460 miles round trip.

	25 Passenger	32 Passenger	47 Passenger	50 Passenger	56 Passenger
Day 1 Rolla, MO to Duluth, MN					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 1					
Day 2 No bus service required					
Other (List specifics below)					
Day 3 Duluth, MN to Rolla, MO					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 2					
TOTAL TRIP # 2					

Please explain Other Charges, if any:

Trip 3: Multiple Destinations

- Day 1 Leave Rolla, MO and travel to Allendale, MI
Estimated distance: 560 miles
- Day 2 Shuttle between hotel, softball game (3 pm), and restaurants (lunch & dinner)
Estimated distance: 25 miles
- Day 3 Leave Allendale, MI and travel to Detroit, MI for 3 pm double header softball game
Estimated distance: 175 miles
After game, leave Detroit, MI and travel to Ashland, OH
Estimated distance: 155 miles
- Day 4 Shuttle between hotel, restaurant (lunch), and softball games (doubleheader at 3 pm),
Estimated distance: 25 miles
After game, leave Ashland OH and travel to Louisville, KY
Estimated distance: 300 miles
- Day 5 Shuttle between hotel and restaurants (lunch & dinner)
Estimated distance: 25 miles
- Day 6 Shuttle between hotel, softball games (doubleheader at 12 pm), and restaurant (lunch)
Estimated distance: 25 miles
After games, leave Louisville, KY and travel to Highland Heights, KY
Estimated distance: 105 miles
- Day 7 Shuttle between hotel, games (doubleheader at 12 pm), and restaurant (lunch)
Estimated distance: 25 miles
After games, leave Highland Heights, KY and travel to Rolla, MO.
Estimated distance: 500 miles

	25 Passenger	32 Passenger	47 Passenger	50 Passenger	56 Passenger
Day 1 Rolla, MO to Allendale, MI					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 1					
Day 2 Shuttle Services					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 2					

<i>Trip 10: continued</i>					
Day 3 Allendale, MI to Detroit, MI to Ashland, OH					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 3					
Day 4 Shuttle then Ashland, OH to Louisville, KY					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 4					
Day 5 Shuttle Services					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 5					
Day 6 Shuttle then Louisville, KY to Highland Heights, KY					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 6					
Day 7 Shuttle then Highland Heights, KY to Rolla, MO					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 7					
TOTAL TRIP # 3					

Trip 4:

Day 1 - Travel from Rolla, MO to Springfield, MO and return, to include meal stop

Trip 4	25	32	47	50	56
Estimated mileage – 208 round trip	Passenger	Passenger	Passenger	Passenger	Passenger
Day 1 Rolla, MO to Springfield, MO					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 1					
Day 1 Springfield, MO to Rolla, MO					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
TOTAL TRIP # 4					

Trip 5:

Day 1 - Travel from Rolla, MO to Jefferson City, MO and return, to include 1 meal stop

Trip 5	25	32	47	50	56
Estimated mileage – 122 round trip	Passenger	Passenger	Passenger	Passenger	Passenger
Day 1 Rolla, MO to Jefferson City, MO					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
Total Day 1					
Day 1 Jefferson City, MO to Rolla, MO					
Delivery Charge					
Minimum Trip Charge					
Additional Driver					
Mileage (Cost Per Mile)					
Other (List specifics below)					
TOTAL TRIP # 4					

Proposal Basis 1

Exclusive Contract for Long Distance Athletic Department Trips (>300 miles round trip),

	25 Passenger	32 Passenger	47 Passenger	50 Passenger	56 Passenger	
Sample Trip # 1	\$	\$	\$	\$	\$	
Sample Trip # 2	\$	\$	\$	\$	\$	
Sample Trip # 3	\$	\$	\$	\$	\$	
Total Sample Trips # 1 - # 3	\$	\$	\$	\$	\$	
	Total Sample Trips # 1 - # 3, All Bus Sizes:					\$
	Deduct the % discount x line above					\$
	Total Cost Proposal Basis 1					\$

Proposal Basis 2

Exclusive Contract for Short Distance Athletic Department Trips (<300 miles round trip)

	25 Passenger	32 Passenger	47 Passenger	50 Passenger	56 Passenger	
Sample Trip # 4	\$	\$	\$	\$	\$	
Sample Trip # 5	\$	\$	\$	\$	\$	
Total Sample Trips # 4 - # 5	\$	\$	\$	\$	\$	
	Total Sample Trips # 5 - # 6, All Bus Sizes:					\$
	Deduct the % discount x line above					\$
	Total Cost Proposal Basis 1					\$

**PROPOSAL BASIS 3 –
EXCLUSIVE CONTRACT FOR ALL ATHLETIC DEPARTMENT TRIPS,**

If Proposal Basis 3 is awarded by the University, one (1) Contractor will be selected to provide charter services for **all Missouri S&T Athletic Department**. This Contractor will be referred to as the **Exclusive Athletic Contractor (EAC)**.

To be considered for the EAC, Respondent must list an additional discount off pricing submitted for Proposal Basis 1 and 2. Please list the discount offered: _____ Percent Discount

Selection of the Exclusive Athletic Contractor (EAC) will be based on the following calculation:

The cost of Sample Trips # 1 – 5 for bus sizes 25 passenger, 32 passenger, 47 passenger, and 56 passenger or larger will be added together to get a total cost. The percentage discount listed by Respondent will be applied to the total cost to get a Final Amount.

Please list the trip totals from pages 24 through 29 above on the chart below and calculate a sum total for Sample Trips # 1 - # 5.

	25 Passenger	32 Passenger	47 Passenger	50 Passenger	56 Passenger	
Sample Trip # 1	\$	\$	\$	\$	\$	
Sample Trip # 2	\$	\$	\$	\$	\$	
Sample Trip # 3	\$	\$	\$	\$	\$	
Sample Trip # 4	\$	\$	\$	\$	\$	
Sample Trip # 5	\$	\$	\$	\$	\$	
Total Sample Trips # 1 - # 5	\$	\$	\$	\$	\$	
	Total Sample Trips # 1 - # 5, All Bus Sizes:					\$
	Deduct the % discount x line above					\$
	Total Cost					
	Proposal Basis 3					\$

State any applicable maximum price increases for renewal years:

CORPORATE SPONSORSHIP

A minimum level of corporate sponsorship is required by the Missouri S&T Athletic Department, which in turn, will promote and advertise the selected bus company as the "Official Charter for Missouri University of Science and Technology". This is a yearly sponsorship with payment due by July 1st of each year of the contract term. Please review the three (3) different Corporate Sponsorships listed below.

Please indicate the Corporate Club Membership level and associated amount which your company is willing to sponsor.

_____ \$ _____

GOLD CORPORATE CLUB MEMBER

With a contribution of \$3,000 or more to Missouri S&T Athletics, your company will receive the following:

- Club member's name or logo will be displayed inside Allgood-Bailey Stadium, inside Gibson Arena and inside the parking lot of the Gale Bullman Building.
- Club member's name or logo will be displayed on the GLVCSN streaming of home games for football.
- Club member's name or logo will be displayed on the scoreboard messaging at Gibson Arena and Allgood-Bailey Stadium.
- Club member's name or logo will be displayed on the MinerBytes message center at the Student Recreation Center.
- Club member's name or logo will be displayed on the Corporate Club web page.
- Club member's name or logo will be displayed on the web page schedules.
- Club member's name or logo will be displayed on the game programs.
- Club member's name or logo will be displayed on the FanFood app.
- Club member will sponsor the football tailgate area with enhanced PA announcements and signs.
- Club member's name will be announced at home games and during broadcasts.
- Club member will sponsor five (5) Coaches Shows on social media.
- Club member will sponsor one (1) football game, excludes Homecoming and Military Appreciation Day.
- Club member will sponsor one (1) basketball game of a men's and women's double-header, excludes Military Appreciation Day.
- Six (6) all sports season tickets.

SILVER CORPORATE CLUB MEMBER

With a contribution of \$1,000 or more to Missouri S&T Athletics, your company will receive the following I:

- Club member's name or logo will be displayed inside Allgood-Bailey Stadium, inside Gibson Arena and inside the parking lot of the Gale Bullman Building.
- Club member's name or logo will be displayed on the scoreboard messaging at Gibson Arena and Allgood-Bailey Stadium.
- Club member's name or logo will be displayed on the MinerBytes message center at the Student Recreation Center.
- Club member's name or logo will be displayed on the Corporate Club web page.
- Club member's name or logo will be displayed on the web page schedules.
- Club member's name or logo will be displayed on the game programs.
- Club member's name will be announced at home games and during broadcasts.
- Four (4) all sports season tickets.

BRONZE CORPORATE CLUB MEMBER

With a contribution of \$500 or more to Missouri S&T Athletics, your company will receive:

- Club member's name or logo will be displayed on the scoreboard messaging at Gibson Arena and Allgood-Bailey Stadium.
- Club member's name or logo will be displayed on the MinerBytes message center at the Student Recreation Center.
- Club member's name or logo will be displayed on the Corporate Club web page.
- Club member's name or logo will be displayed on the game programs.
- Club member's name will be announced at home games and during broadcasts.
- Two (2) all sports season tickets.

AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA ACH Check			
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ____yes ____no			
Maintain a regular place of business in the State of Missouri? ____yes ____no			

This signature sheet must be returned with your proposal.

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University's mission and core values. The University's Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- **Direct dollars** - dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
 - **Indirect dollars** - a percentage of revenue the University represents to the supplier. An example is as follows:
 - Supplier's Total Revenues: \$10,000,000
 - Revenues from University \$: \$ 4,000,000
 - University % of Total Revenues: 40% (#2 divided by #1)
 - Total MBE Dollars \$: \$ 150,000
 - Total WBE Dollars \$: \$ 150,000
 - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - University % Attributable Revenue: 3% (#8 divided by #2)
1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): _____
- _____
2. If you are a non-diverse owned company, what percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business? _____
3. If you are a non-diverse owned company, complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

-----THIS FORM MUST BE SUBMITTED WITH THE RESPONSE-----

ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: ☐ Yes ☐ No

NOTE: The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE): ☐ Yes ☐ No

NOTE: A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): ☐ Yes ☐ No

NOTE: A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

- ☐ Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh
- ☐ Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.
- ☐ Black - A U.S. citizen having origins in any of the Black racial groups of Africa.
- ☐ Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only.
- ☐ Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.

VETERAN BUSINESS ENTERPRISE ☐ Yes ☐ No

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE ☐ Yes ☐ No

NOTE: A Veteran or Service-Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

MISSOURI FIRM: ☐ Yes ☐ No

NOTE: A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect, including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Form: _____

Title: _____ Date: _____