Minibus

April 19, 2011
I. GENERAL INFORMATION

Request for Proposal ("RFP") Name: Minibus

RFP Number: #KC041911

Issue Date: April 19, 2011

Brief Description: The intent of this RFP is to purchase one Minibus, as described below in Section II, Goods and Services, including delivery to Charlottesville, Virginia. The resulting Agreement would allow for the procurement of the University of Virginia’s (the “University”) future Minibus requirements.

Pre-proposal Questions: Any questions concerning this RFP must be sent to the buyer listed below no later than 3 p.m. on Wednesday May 11, 2011 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: Friday, May 27, 2011, 3:00 p.m.
Proposals should be sent via email using the contact information in the box below. Proposals should be formatted in Microsoft Word. The University reserves the right to reject proposals received after the stated due date and time.

Negotiations: Negotiations, if needed, will be held starting Wednesday, June 8, 2011. These negotiations may be conducted via email, phone, in person, or a combination of all.

Oral Presentations / Demonstrations: The University may request firms present and demonstrate their proposed minibus at the University located in Charlottesville, Virginia. Demonstrations, if requested by the University, will be held the week of June 13, 2011.

Expected Award Date: July 12, 2011

Term of Agreement: The term of the resulting Agreements will be for three years, with the ability to renew on the same or similar terms and conditions, for one additional three year period, if mutually agreeable to the University and the Selected Firm(s). The Selected Firm(s) and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement and Supplier Diversity Services
Attention: Kevin Crabtree
Phone: 434-924-4219
Fax: 434-982-2690
Email: kc5yc@virginia.edu

NOTE 1: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Shannon Wampler, the University’s Senior Supplier Diversity Coordinator, at (434) 924-3173 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.
This Request for Proposal has been posted on the Procurement and Supplier Diversity Services website for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this website: [http://www.procurement.virginia.edu/pagerfp](http://www.procurement.virginia.edu/pagerfp). It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the website frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on the Procurement and Supplier Diversity Services website: [http://www.procurement.virginia.edu](http://www.procurement.virginia.edu).

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

## II. SCOPE OF GOODS & SERVICES

It is the University’s intent to enter into an Agreement with a Firm to provide Minibus(s) that meet the needs of the University (the “Goods and Services”). The Good and Services provided may include, but not be limited to, the following:

A. Preferred specifications of Minibus:
   1. New Minibus
   2. Seating capacity of 24 – 29
   3. Fully integrated body
   4. Climate controlled air conditioning and heating systems
   5. Automatic Transmission
   6. Entertainment system with Satellite television, a minimum of two television monitors, DVD player, and a surround sound stereo throughout that includes an audio auxiliary input
   7. Reading lights
   8. Premium reclining seats
   9. Back-up driving camera
   10. Overhead storage
   11. Laptop connection for TV monitors
   12. Electrical outlets in cabin
   13. Dimension maximums: Max length 33 feet, Max height, 12 feet, Max width of 105 inches (including mirrors)
   14. Custom paint per University specs – 100% “UVA Blue”
   15. Tinted windows
   17. Multiple year warranty
   18. Delivery of the Minibus to Charlottesville

B. Customer Services will include:
   1. Provide free on-site Minibus training and orientation to the University’s mechanics and drivers at the time of delivery and a follow up session approximately six months after delivery. Additional training can be attended by University employees at any of the Selected Firm(s) locations, free of charge.
2. Provide a temporary replacement Minibus, similar in size and function, at no cost to the University, if the University’s existing Minibus fails due to any manufacturer’s default causing the University’s Minibus to be out of service for repair. Temporary Minibus replacement service will not be necessary unless the expected repair time is for three days or more in length.

3. Provide 24 hour, 7 days a week phone service support.

4. Provide an account manager specifically assigned to manage the University’s account.

III. BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to provide the University with the Goods and Services as described in the Scope of Goods and Services section;

2. The firm’s experience and references in providing the Goods and Services similar to those described in this RFP.

3. The firm’s price proposal; and

4. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm’s plan for utilization of SWAM businesses. For more information about SWAM and the University’s SWAM plan, please see the letter at Attachment 2 and refer to the following site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf

Note 1: A 10% minimum weight will be given to this criterion in evaluating proposals.

Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Shannon Wampler, the University’s coordinator for Supplier Diversity, at (434) 924-3173 or SWAM@virginia.edu

IV. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the firms’ lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following information:

1. A brief history of the firm and its experience, qualifications and success in providing the type of product requested.

2. If the firm wishes to propose a Minibus that has alternative specifications than those listed in Section II A., the firm will detail their proposed change(s) and how the proposed changes would compare to the listed specifications. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.

3. The estimated ship date of the product from the time of the order placement (i.e., ten weeks after order placed).
4. Information on the warranty associated with the Minibus and the details associated with all available extended warranties (including price).

5. Pricing should be in an “a la carte” style with easy to understand price reduction milestones based upon the number of amenities that are added to the basic Minibus model. Provide a percentage off the Manufacturing Suggested Retail Price (“MSRP”) that would apply to any goods and or services that would be purchased under the “Future Services” clause listed below. This includes; other models of Minibuses, used Minibuses, and replaceable service parts.

6. The firm’s proposed price / fee for providing the Goods and Services, including all related expenses; service charges, taxes, license and title fees, fuel charges, shipping charges, documentation fees, etc. The University’s shipping terms are FOB Destination.

7. At least three references where similar Goods and Services have been provided. Include the name of the firm / organization and the name of the contact person with their phone number and email address

8. The firm’s Small, Woman-owned and Minority-owned (“SWAM”) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.

9. Complete and return the information requested in “Attachment 2: Firm Information”.

NOTE: Virginia Freedom of Information Act
Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

V. TERMS AND CONDITIONS

This solicitation and any subsequent award are subject to:

1. The Selected Firm registering as a vendor with the University of Virginia.
   https://www.procurement.virginia.edu/pagevendorregistrationform

2. Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm(s) agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment. For more information, go to: http://www.procurement.virginia.edu/pagepaymentmethods

3. The Selected Firm registering and accepting eVA Terms and Conditions prior to award.
   http://www.eva.virginia.gov/

4. The University’s Mandatory Contractual Provisions:
5. The University’s Preferred Contractual Provisions:

   **Note:** Unless a firm *expressly and specifically states its exception* to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.

6. The University's Procedure for Resolution of Contractual Claims

7. Insurance Requirements
   Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

   **Commercial General Liability:**
   The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of $2,000,000 per occurrence and an aggregate limit of not less than $5,000,000 that includes products liability, to include coverage for the following:
   - {X} Premises/Operations
   - {X} Products/Completed Operations
   - {X} Contractual
   - {X} Independent Contractors
   - {X} Personal Injury

   **Automobile Insurance:**
   The Selected Firm and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with the following coverages for vehicles operated by their employees.
   - {X} Any Automobile
   - {X} Owned and Non-Owned Automobiles

   **Umbrella/Excess Liability:**
   The Selected Firm and any Subcontractor will maintain excess liability coverage of at least $5,000,000 per occurrence that provides coverage uniform with the underlying general liability insurance.

   *Additional Insured:
   The University will be named as an Additional Insured, on all indicated policies and the proper name of the University is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees and agents."

8. Inspection Requirements, License and Titling Papers
   The Selected Firm represents that the all vehicles procured will conform to all applicable Federal Motor Vehicle Safety Standards ("FMVSS’’); all applicable Federal Motor Carrier
Safety Regulations ("FMCSR") regulations in effect at the date of manufacture; and all equipment shall conform to all applicable chapters of Title 46.2 of the Code of Virginia. These requirements are in addition to any other applicable governmental requirements. Furthermore, all vehicles must include a valid state inspection sticker, and all vehicles procured will be delivered with thirty-day license tags.

9. Responding firm(s) must include in their proposals all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after their proposal has been submitted.

10. Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

11. Future Goods and Services
The University reserves the right to have the Selected Firm provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women-and minority-owned (SWAM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have been less effective in securing long-term business relationships with minority-and women-owned businesses. We are determined to improve our record.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer

LWS:dr

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228
## Firm Information

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<tr>
<th><strong>Full Legal Name</strong> (Company name as it appears with your Federal Taxpayer Number):</th>
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<tbody>
<tr>
<td>Address:</td>
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<td>Telephone Number:</td>
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<td>Web Address:</td>
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### SWAM Information:

Is your firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE): □ Yes □ No

- Minority-Owned Business: □ Yes □ No
- Women-Owned Business: □ Yes □ No
- Small-Owned Business: □ Yes □ No

Is your firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA)? □ Yes □ No

### Point of Contact for this Proposal:

| Name: |
| Address: |
| Office No. | Mobile No. | FAX No. |

| Email Address: |