Date: 5 November 2026
To: All Potential Bidders
Subject: Addendum No. 1 | Q&A
RFP: **27-001 RFP Bus Transportation Service**

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1. Do all buses need to be ADA compliant?
   - Contracted company must demonstrate ADA compliance and provide ADA compliant buses as needed.

2. Please define a sleeper bus and related capacity.
   - Sleeper Buses are defined as "long-distance buses/motorcoaches specially built with built-in sleeping facilities, such as bunk beds, lie-flat berths, or fully reclining seats"

     This is a rare requirement, capacity varies but it is generally not for large groups.

3. How many trips involve leaving or returning at night? Example: Leaving an athletic or band competition for return to Troy immediately after the competition and driving through the night.
   - Athletics: The majority of trips return at night, not many leave Troy at night. Most all athletic teams return back to troy directly after the contest unless scheduling requires them to move on to the next location for another contest.
   - Band/Music: Some trips require leaving Troy University at night due to early report times the next day for performances and exhibitions. These trips are minimal in number, but they do occur.

4. Are auto liability insurance limits of $5 million acceptable?
   - Yes, Federal Motor Carrier regulations require any vehicle with a seating capacity of 16 or more passengers maintain a $5 million policy.

5. Are performance bonds mandatory or will the school accept a vendor's years of service when awarding a bid?
   - Performance Bonds are required by Troy University Policy. A surety bond is the preferred form.

6. Does the RFP establish a minimum motorcoach model year or maximum vehicle age? How is vehicle condition evaluated relative to model year?
   - At this time our team requests that the models proposed are less than 10 years old. Older models may be considered, though may be subject to additional review.
   - Per FMCSA, “buses must be systematically inspected, repaired, and maintained to be in safe and proper operating condition.” Vehicle maintenance and inspection records must be provided upon request.
7. Is the stated 55-passenger capacity mandatory for every motorcoach, or can other seating capacities be proposed for suitable trips?
   - Athletics: We have a little wiggle room here. We prefer no less than 55 passengers, especially for football with the large travel party, but have used smaller buses for other sports
   - Student Services: Various sizes of buses may be needed. Each department will request quotes as needed. The group size will be disclosed at that time. The best bus size for the group size requested should be quoted.
   - Band/Music: 55-passenger buses are needed for larger party trips (ex: marching band traveling to a game or exhibition performance), but other bus sizes would be doable for smaller groups (ex: brass choir playing at Alabama Music Educators Association Conference).
8. Are Wi-Fi, electrical outlets, streaming/HDMI-capable televisions, and wheelchair lifts mandatory on every assigned motorcoach, or evaluated according to each trip’s requirements?
   - The requested/necessary features will vary by trip. This is not mandatory but heavily preferred per the needs of various teams and programs.
9. May a company submit a proposal solely for conventional motorcoach transportation, without offering sleeper buses, minibuses, or passenger vans?
   - Yes
10. Does the anticipated $10,000 performance bond apply to each awarded vendor, including vendors awarded only a portion of the services?
    - The bond is calculated at 10% of TROY’s average bus travel expenses for 1 year (capped at $10,000 per vendor). If multiple contractors are awarded, the total will be divided equally between the awarded vendors, but we will not require any company to provide a bond that exceeds $10,000, regardless of the number of awarded vendors.

11. Can a vendor propose service limited to Alabama and eligible Southeastern destinations, rather than nationwide service?

    - Yes.

12. Does the university require approval of each specific vehicle in advance? If so, may an awarded vendor submit its fleet for approval and assign or substitute an approved, equivalently equipped motorcoach according to trip needs and availability, subject to the university's approval procedures?

    - In Section F of the Proposal Format, we request that all respondents provide a detailed list of their fleet offerings. Approval of this list is key to the award of this contract.

      "Provide a detailed fleet portfolio. A description of all vehicles intended to be utilized under a resulting contract should be provided. Provide quantity, make, model, year, size, number of passenger seats, sleeper ability, mileage (at time of offer) and any special features such as ADA accessibility, alternate fuel/CNG, air-conditioning, recliner type seats, and rest rooms etc. Attach pictures of each make and model in the fleet. They must be actual pictures not marketing material. Advise of any/all amenities such as Wi-Fi, flat panel television, conference rooms, electrical outlets, wide body dimensions, etc."

    - Equally or better equipped substitutes and replacements are allowed as long as they meet the requirements of the requesting department.

13. For the fleet portfolio, please confirm whether model year, mileage, capacity, amenities, and actual vehicle photographs are required for every proposed coach, and whether VINs are required at the proposal stage.

    - Refer to section F of the Proposal Format. VINs are not required, but preferred. A sample form will be drafted and released with this addendum.

14. Whether a Canadian-incorporated company may submit a proposal, including for van/minibus categories, subject to applicable U.S. operating requirements

    - As long as a company can perform the requested services as outlined within the RFP, their proposal will be considered regardless of the company's headquarters.

15. Whether licensed local operating partners or approved subcontractors may perform services and what disclosures or approvals are required

    - Due to the differing perspectives given by our review team, we have requested that our Legal team review this to ensure our response is fully compliant with current policies.

16. Whether suppliers may bid on selected vehicle categories rather than the entire fleet requirement

    - As long as the submitted selections meet the requirements outlined within the RFP, the proposal will be considered. We are seeking to provide the University with a range of motorcoach/bus sizes and styles, so vendors can choose specific sizes if they so choose and be awarded only for that size/category. If we do not receive at least one proposal covering the required sizes though, we will be required to re-issue the RFP.

17. Whether there are any mandatory prequalification or registration steps beyond the published RFP.

    - The submission of a valid proposal as defined within the RFP, is the only qualifying action that we require. If the vendor states that they can fulfill the requirements of the RFP, their proposal will be deemed to be a valid submission and given all due consideration.

Additional request

Band specific: all buses require either storage space under the bus (large buses) or the ability and permission store equipment in seats on the coach (smaller buses).

-Fleet Sheet Example & RFP attached-

Fleet Sheet - RFP 27-001

Total seats	Year	Make	Model	VIN#	Mileage	ADA Equipped	# of Electrical Outlets	Storage/Baggage Compartments w/ Locks	GPS System	Restroom	WiFi	Misc.	Vendor notes

Request for Proposals # 27-001
Bus Transportation Services

Issue Date **13 October 2026**

Proposals Due **17 November 2026**

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Calendar of Events

Troy University RFP# 27-001 Bus Transportation Services

13 October 2026	Issue Request for Proposal
22 October 2026 **2 PM CST**	RFP Questions due
17 November 2026 **2 PM CST**	Proposals are due by 2 PM (CST) to be opened and reviewed in the conference room at: **Troy University** **Purchasing Dept.** **University Park 100** **Troy, AL 36081**
3 December 2026	Award Selection (Tentative)
1 January 2027	Contract Commencement

ALL DATES ARE SUBJECT TO CHANGE

Introduction

Purpose

This Request for Proposal (RFP) is being issued by Troy University to obtain proposals from qualified, experienced, financially sound, and responsible Motor Coach Charter Bus Service providers. The University recognizes that some bus transportation firms specialize in certain types of vehicles and that it is unlikely that one firm will be able to meet the full range of the University's bus transportation needs. Therefore, the University reserves the right to enter into more than one agreement if necessary.

Background Information

Below is the amount that the university has spent annually for motor coach services for the last 4 years. However, it should be clearly understood that there is no guarantee of revenue.

- 2026 $ 854,166.54
- 2025 $ 921,494.00
- 2024 $ 829,491.92
- 2023 $ 671,691.50

Commitment of the University

Troy University (TROY) reserves the right to withdraw this RFP at any time and for any reason. Receipt of proposal materials by the University or submission of a proposal to the University confers no rights upon the proposer nor obligates the University in any manner.

A contract, based on this RFP, may or may not be awarded. Any contract resulting in an award from the RFP is invalid until properly approved and executed by the Chancellor or approved designee, Troy University. Any agreements shall be construed and interpreted according to the laws of the State of Alabama.

Issuing Office

This RFP is being issued by and sealed proposals are to be delivered to:

Troy University
Purchasing & Asset Management
100 University Park
Troy, AL 36082

Proposal Process

Directions & Requirements

Examination & Preparation of RFP Document

The bidder is encouraged to carefully examine all related RFP documents to become fully informed of the requirements and preferred features of the system to be provided. The bidder is responsible for collecting all necessary data required for developing its proposal for the described services.

All Interested bidder(s) may contact bids@troy.edu for any clarifications. The deadline for questions that may affect your submission is **October 22, 2026 at 2 PM CST**. If any questions necessitate an addendum, it will be issued by November 5, 2026.

Bidder must submit two (2) physical copies of the proposal and 1 USB of the proposal. Only one of the physical proposal copies needs to contain any "wet ink" signed, original documents.

Sealed proposals will be received until **2:00 PM CST on November 17, 2026**, at which time proposals will be publicly opened. Proposals received after the time and date specified above will not be considered; but will be maintained in the Purchasing Department.

Mail sealed proposals to:

Troy University Purchasing
Attn: Sarah Richards
100 University Park
Troy, AL 36082

Mark the outside of the package as follows:

RFP# 27-001 Bus Transportation Services
[Name of Company]
2 PM CST / 11.17.26

Communications

To ensure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within the Offeror's firm, each Offeror who intends to participate in this RFP is to provide the following information to the Purchasing contact. Prompt, thorough compliance is in the best interest of the Offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Offeror. Without the prompt information, any communication shortfall shall reside with the Offeror.

- **Name of primary contact**
- **E-mail address of primary contact**

- Telephone number of primary contact
- Mailing address of primary contact
- Additional points of contact – provide the above information for each

This information shall be transmitted via e-mail to:

Sarah Richards
Purchasing & Asset Management
Email: bids@troy.edu

All communication with the University regarding this RFP shall only be directed to the University Purchasing contact listed above.

Restrictions on Communications with University Staff

From the issue date of this RFP until a Contractor is selected and a contract award is made, Offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff, or members of the Board of Trustees except:

- The Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and

- University representatives during Offeror presentations.

If violation of this provision occurs, the University reserves the right to reject the Offeror's proposal.

Oral Commitments

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any Troy University personnel are not binding on Troy University, unless confirmed in writing by Sarah Richards or April Johnson.

Bidders shall be accorded fair and equal treatment concerning any opportunity for discussion, negotiation, and clarification of proposals. Any oral clarifications of substance shall be reduced in writing by the proposer when requested by TROY.

Presentations

All Offerors whose proposals are judged acceptable for award may be required to make an Offeror presentation to the evaluation committee. Offeror would be contacted of such requirement.

Preparation of Offers

Offeror is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Offeror will furnish all information required by this solicitation.

An electronic version of the RFP is available, and may be requested by emailing bids@troy.edu

Proposed Deviations from the Request for Proposal

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting term. Any deviations therefrom must be specifically defined in your response to this RFP.

Proposal Submission

Proposals should include 1 printed, original response and 2 physical copies along with a USB containing digital copies of the main proposal package and any supporting documents.

Proposals must be received prior to 2:00 P.M. CST on date as specified in Calendar of Events and addressed to the Purchasing Officer listed in the above Communications section.

Proposals are to be delivered in sealed envelopes to the noted address and shall show the closing time and date specified, the solicitation number, and the name and address of the Offeror on the face of the envelope.

Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or email are not acceptable.

Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

Proposal Modifications & Withdrawals

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an Offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.
Prior to the submission deadline (proposal opening date), a proposal may be withdrawn by submitting a written request for its withdrawal to the address listed above.

Unless requested by the University, the University will not accept any addenda, revisions, or alterations to proposals after the proposal due date.

Any submitted proposal shall remain valid for six (6) months after the proposal due date.

Acceptance or Rejection and Award of Proposal(s)

The University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right

to make a single award, split awards, to make multiple awards or no award, whichever is in the best interest of the University.

Rejection

Grounds for the rejection of proposals include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the Request for Proposal.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Offeror to complete the required contract or forms.
- Communication with unauthorized parties at the University.
- Receipt of proposal after the closing date and time specified in the RFP.
- **Rejection of Non-Responsive Proposals** - Proposals shall be considered non-responsive if they contain omissions, alterations of unacceptable conditions or limitations, or other irregularities of any kind. TROY may reject proposals considered non-responsive.

Addenda

Any addenda or instructions issued by the Purchasing Agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

Addenda – Changes While Proposing

No interpretation of the meaning of the contract documents as defined in the scope of services, nor correction of any apparent ambiguity, inconsistency, or error therein will be made to bidders orally. Every request for such interpretation or correction shall be addressed in writing via mail to the address noted in the Issuing Office section, or by email to: bids@troy.edu

All Interested bidder(s) may contact bids@troy.edu for any clarifications. The deadline for questions that may affect your submission is **October 22, 2026 at 2 PM CST**. All questions will be answered via email by **November 5, 2026.** All clarifications, interpretations, or supplemental instructions must be issued by the University no later than 5 working days prior to the last day for submitting proposals.

RFP Addenda Acknowledgement

Addenda to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective bidders. Failure to acknowledge receipt of addenda in accordance with instructions contained in the Proposal Format may result in the proposal not being considered.

Disclosure of Offeror's Response

The Request for Proposal specifies the format, required information, and general content of proposals submitted in response to this RFP. The Purchasing Agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University's administrative staff, representatives of the State or Federal Government, if required, and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain a valid proposal for six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Offerors. Troy University will provide no reimbursement for these costs.

Disposition of Proposals

All proposals become the property of the University. The successful proposal(s) will be part of the resulting contract.

Offer of Gratuities

By submission of a proposal, the proposer certifies that no official or employee of the University has or will benefit financially or materially from this contract. The contract may be terminated by the University if it is determined that gratuities of any kind were either offered to, or received by, any official or employee of the University from the potential bidder, his agent, or employees.

Form of Contract & Conditions

The successful bidder shall submit a proposed agreement, the scope and terms of the contract shall consist of the RFP, any amendments thereto, and the contractor's proposal in response to the RFP. In the event that an issue is addressed in one document that is not addressed in the other documents, no conflict in language shall be deemed to occur. However, the University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

No modifications or changes in any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to, in writing, by the Contractor and the University and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be construed as amendments to the contract.

This Agreement shall be governed by the laws of the State of Alabama both as to its interpretation and performance without regard to its choice of law requirements. Should either party be required to legally enforce this agreement, then suit shall be filed in the Circuit Court of Pike County, Alabama as the exclusive venue to adjudicate the same and the non-prevailing party shall be responsible for the expenses of the prevailing party, including reasonable attorney's fees as a result of such litigation.

Compliance with the Law

Contractor shall comply with all applicable laws, ordinances, rules and regulations relating to the Services provided under this Agreement.

Deviations from the Form of Contract

The stated requirements appearing elsewhere in the RFP shall become a part of the terms and conditions of any resulting contract. Any deviations, therefore, must be specifically defined by the Contractor in the proposal, which, if successful, shall become part of the contract, but such deviations must not conflict with the basic nature of this RFP.

Execution of Contract

The Contractor to whom the contract is awarded shall, within ten (10) days after prescribed documents are presented for signature, execute and deliver to TROY the contract in substantial form, and include those items added or deleted during negotiations. The Contractor shall also provide satisfactory evidence of all required insurance coverage, bonds, and proof satisfactory to TROY, of the authority of the person executing the contract on behalf of the Contractor.

The above documents must be furnished, executed, and delivered before the contract will be executed by TROY. The contract will not be binding upon TROY until it has been executed by TROY and a copy of such fully executed contract is delivered to the Contractor.

Contract Term

The contract resulting from this RFP shall be **effective from 1/1/2027 through 12/31/2027**, and is **renewable for up to four (4) additional one-year renewal periods, for a total of five (5) years** maximum. Annual renewal shall be contingent upon the University's satisfaction with the services performed. Price negotiations can be presented at the end of year two (2); but will be contingent upon Purchasing Department approval. Any negotiations and the intent to exercise additional one-year renewal periods must be presented in writing at least thirty (30) days prior to the contract term renewal date.

Effective Date

The effective date of the contract shall be the date upon which the Parties execute it and all appropriate approvals are received. The anticipated start date will be January 1, 2022. With services to start immediately.

Litigation

This Agreement shall be governed by the laws of the State of Alabama both as to its interpretation and performance without regard to its choice of law requirements. Should either party be required to legally enforce this agreement then suit shall be filed in the Circuit Court of Pike County, Alabama as the exclusive venue to adjudicate the same and the non-prevailing party shall be responsible for the expenses of the prevailing party, including reasonable attorney's fees as a result of such litigation.

Appearance Before Committee/Request for Information

Any, all or no Offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. The committee reserves the right to request additional information, which will be done through the Purchasing Department.

Additions, Deletions or Contract Changes

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

Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The Contractor shall fully cooperate with such other Contractors and University employees and carefully fit its work to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by University employees. This clause shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The University shall equitably enforce this clause to all Contractors, to prevent the imposition of unreasonable

burdens on any Contractor.

Insolvency

In addition to all other rights herein, either party hereto may terminate this Agreement without prior notice should the other party become insolvent, voluntarily file for bankruptcy or receivership, or make any assignment for the benefit of creditors, or should the other party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding, suit or action is not dismissed within thirty (30) days.

The **University's** financial status depends directly upon appropriations from the State of Alabama. Therefore, this agreement, and its continuation, is hereby expressly made contingent upon the **University** actually receiving from the State of Alabama an appropriation in sufficient amount so as to allow the **University** to meet its financial obligations. Such determination shall be made solely by the **University** and such determination shall be final and binding upon both parties. If at any time the **University** shall determine that its appropriation is not adequate to allow it to meet its obligations, then in such event the **University** shall be allowed to terminate this Agreement, upon ninety (90) days written notice to Contractor, with all other termination and final settlement provisions remaining applicable hereto.

Catastrophe

Neither Contractor nor TROY shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

Severability

If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Amendments to Agreement

All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

Entire Agreement

This Agreement, including its attachments and other documents specifically incorporated by reference herein, contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

Equal Opportunity Statement

The **University** believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination because of race, creed, color, sex, age, national origin, or religion. To be considered for inclusion as a Contractor under this agreement, the Contractor must include a statement of the Contractor's commitment to Equal Opportunity Employment.

Termination for Convenience

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

Termination for Non-Performance

Default

The Director of Purchasing may terminate the resulting contract for non-performance, as determined by the University for such causes as:

- Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract

- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.

- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that the Contractor might during this sixty-day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, of if a permanent receiver or trustee in bankruptcy shall be appointed for

the Contractor.

Notification

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

Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days written notice of termination under this provision.

Assignment

The Contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void. Sub-contract assignments must be approved prior to the trip, a 10 day notice must be made by the Contractor.

Permits, Licenses, Taxes and Registration

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.

The Contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

The Contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law.

Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the University prevails, the Contractor agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

Indemnification

The Contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the University's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor's response to this Request for Proposal or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as

necessary to protect the University.

Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverage's insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

Successful bidder will be required to furnish policies or certificates of insurance, with Troy University, its Board of Trustees, Faculty, Staff, and agents named as additional insured, as follows:

1. Workman's Compensation – Statutory
   a. Employer's Liability - $1,000,000.00

2. Comprehensive General Liability
   a. General Aggregate - $1,000,000.00
   b. Products-Complete - $1,000,000.00
   Operations Aggregate
   c. Personal & Advertising - $1,000,000.00 injury
   d. Each occurrence or single limits of - $1,000,000.00

3. Automobile Liability
   a. Bodily injury - $1,000,000.00 Each Person $1,000,000.00 Each Occurrence
   b. Property damage or combined single $1,000,000.00 each occurrence limit of $1,000,000

The successful Contractor agrees to furnish Certificates of Insurance for the above-described coverages and limits to Troy University Division of Purchasing & Troy University Risk Management Department, within 10 (ten) days.

An Umbrella Policy naming Troy University in the amount of $5 million of additional coverage may also be requested, please notify TROY should this requirement be made mandatory. Note all additional costs, if any, to the University

Method of Award

It is the intent of the University to award a contract or contracts to the qualified Offeror(s) whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document, nor a guarantee of revenue. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

Reports and Auditing

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review. Records or other information confidentially disclosed as part of the solicitation process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided by the Alabama Open Records Act. Additionally, the contractor recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Alabama Open Records Act.

Confidentiality/Proprietary Information

During the term of this Agreement, Contractor and University may have access to certain proprietary materials of each other. In the case of Contractor, proprietary information shall include management guidelines and procedures, donor information, faculty data, student data, staff data, operating manuals, software programs and similar compilations regularly used in Contractor's business operations ("Trade Secrets"). Neither University nor Contractor shall disclose any of the other party's Trade Secrets or other proprietary information, directly or indirectly, during or after the term of this Agreement. The parties shall not photocopy or otherwise duplicate any such material without the prior written consent of the originator. All Trade Secrets and other proprietary information shall remain the exclusive property of its originator and shall be returned thereto immediately upon termination of this Agreement. In the event of any breach of this provision, the offended party shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of this Agreement.

As a reminder, all student data must be protected under the provisions of FERPA (Family Educational Rights and Privacy Act). The successful vendor must demonstrate the security mechanisms in place to protect against data loss or security breaches.

Catastrophe

Neither Contractor nor TROY shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

Extending Contract

The Offeror’s response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the State of Alabama. An answer to this issue must be submitted within the response, or it will be deemed appropriate to assume a resulting contract can be used by other state entities, including Universities.

Damaged or Inferior Material

When services are not delivered on the agreed date between the contractor and the University, or if inferior or incomplete work is found, the Purchasing Division in concurrence with the using department reserves the right to reject such materials and request replacement as stated above or authorize the contractor to issue a credit based on the University's cost for all material found unacceptable.

Required Documentation

The following items are required with the submission of all proposals

W-9

Form

Taxpayer Identification Number and Certification form. For international companies, please refer to the W-8BEN form. Full link: https://www.irs.gov/pub/irs-pdf/fw9.pdf

VENDOR DISCLOSURE FORMS:

Instructions | Form

State of Alabama Act 2001-955 requires that the Vendor Disclosure statement be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama exceeding **$25,000**. A vendor disclosure statement is not required for contracts for gas, water, and electric services, where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award. A current vendor disclosure statement must be on file before invoices can be processed for payment.

Full link: https://www.alabamaag.gov/wp-content/uploads/2025/10/Alabama-Vendor-Disclosure-Statement.pdf

E-VERIFY DOCUMENTATION:

verify.alabama.gov | Form

Alabama Law (Section 31-13-9 (a) and (b), *Code of Alabama, 1975*) requires anyone receiving state monies to verify that they are in compliance with the Alabama Immigration legislation known as the Beason-Hammon Alabama Taxpayer and Citizen Protection Act 2011-535. State agencies, including the **University**, are required to withhold payment until proper verification has been obtained. Contractors must provide 1) the federal E-verify enrollment form and/or 2) complete the Affidavit of Alabama Immigration Law Compliance. If the vendor does not employ any employee(s) within the State of Alabama, the form must still be completed with the verbiage: "NO ALABAMA EMPLOYEES."

Full link: https://alletting.dot.state.al.us/Docs/Beason-Hammon%20Compliance%20Form%20(November%202025).pdf

PERFORMANCE BONDS:

Note: This bond is only required from awarded vendor(s)

Alabama Law (AL Code § 41-16-58 (2025)) provides that a bond is a responsible sum for faithful performance of the contract, with adequate surety, may be required in an amount specified in the advertisement for bids (RFP). In accordance with Troy University policy, a Performance Bond will be **required** for the contract awarded through this RFP.

The performance bond shall be set at no less than 10% of the total contractual amount or at a stated amount of no less than the cost of one month's service, whichever is greater. For services such as the one outlined herein, a Performance Bond is most often requested at 10% of the total cost quoted for the first year of the contract.

A performance bond must be in effect prior to the first date of service. Upon award of the bid, the successful bidder will be responsible for providing a Performance Bond, which should be valid until all work associated with this project has been completed. The performance bond should be presented to the Troy University Purchasing Department before a purchase order is issued. No goods are to be delivered and no work is to begin without an official Troy University purchase order.

A performance bond in the amount of $10,000.00 (ten thousand dollars) is anticipated for each awarded vendor (if the contract is awarded). This payment can be in the form of a cashier's check, money order, or surety bond from your insurance carrier. Failure to provide the performance bond will result in immediate cancellation of the agreement/contract/award.

Scope of Services

The University is seeking services of a Motor Coach Charter Service to provide a fleet of passenger coaches, sleeper buses, minibuses, vans, etc., to provide the University departments and programs service on an "as needed" basis. Vehicle usage may include buses for daily trips within the local area, trips out of town both daily and overnight, transportation to and from airports, and sleeper coaches for cross country or overnight trips. All TROY campuses should be serviced by the selected contractor(s), including Dothan, Montgomery, and Troy, Alabama campuses. Contractor shall comply with all intrastate and interstate transportation requirements as they relate to vehicles and drivers.

Individual departments will initiate charter bus arrangements directly with the contractor. To assure availability, departments will be encouraged to contact vendor regarding charter bus arrangements several weeks or more in advance, whenever possible.

After specifics of the trip(s) are provided to the vendor, vendor will provide a written, itemized quote(s) for the trip(s) to the departmental contact. All trips must then be authorized and approved through issuance of a purchase order. No trips should take place without an authorized purchase order. No guarantee of payment will be made without a purchase order. Currently payment is issued via a credit card, according to the University's payment policy, once the department accepts.

The Contractor shall furnish all supervision, labor, materials, supplies and operating expenses, necessary and required for the safe and proper fulfillment of the services listed. All tips, tolls, parking fees, etc. should be included in the quoted price. The purchase order will not be adjusted for these fees.

Federal, State, or Local governmental regulations, laws, standards and codes shall be used as minimum standards for service unless otherwise noted. Proposals must clearly demonstrate the Offeror's understanding of these standards.
Each team or group may have certain special requirements for their trips. Listed below are some of these requirements:

- **Football Team** - typically uses four (4) buses during away games.
- **Marching Band** - typically uses three (3) to eight (8) buses for away football games.
- **Track Team** - requires open storage compartments underneath capable of storing poles used in pole vault event. The poles are stored in cases that are approximately 17 feet in length.
- Some teams and/or organizations will require sleeper buses as a means for transportation. This RFP includes this type of charter travel.

- **Special Olympics** - hosted by Troy University and requires a wheelchair lift and requires the bus to be wheelchair accessible.

Additional Requests/Preferences:

- 55-passenger minimum (football uses 4-5 buses per trip)
- Working Wifi services
- ADA compliant
- Working electrical sockets
- Working TVs that we can connect to using HDMI cables
- Ability to wrap or allow magnetic branding
- Clarity on fuel surcharges

Proposal Format

Proposals are to be submitted in a cohesive format with all relevant materials organized to follow the provided sequence, and each section clearly titled or otherwise identified to facilitate an efficient and equitable review process. The University will make no reimbursement for the cost of developing or presenting proposals in response to this RFP solicitation. Only information specifically related to the project described in this RFP will be evaluated in accordance with the stated evaluation criteria. The University expects to award a contract based on the initial offer; therefore, all proposals should be submitted on the most favorable and complete price and technical terms that vendors are able to offer.

Please ensure that all proposals are formatted in the order presented below:

Section A: **Transmittal Letter**

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

1. A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Offeror. If no addenda have been received, a statement to that effect should be included.

2. A statement that the Offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

3. A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

4. A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
   Note: Offerors shall not submit your standard terms and conditions as exceptions to the RFP Terms and Conditions. **Each exception to a University term and condition shall be individually addressed.**

5. A statement that identifies the Confidential Information as described in Section 6.22 Confidentiality.

6. Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this RFP process.

Section B: **Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

Section C: **Company Profile**

A brief narrative describing the company's history & philosophy, total number of years in business, & benefits TROY will receive through contracting with the company.

Section D: **Qualifications**

Description of company's previous experience, financial capability, expertise of personnel, and related factors.

1. Describe your experience in providing a comprehensive Motor Coach Charters Services with high focus on Higher Education experience.

2. Provide a description, including a short history, of years in business, and services offered.

3. Indicate any significant past or pending lawsuits or claims against your firm.

4. Offeror must be able to demonstrate a record of past financial stability and positive indicators for future performance. Offeror must submit two (2) reference letters to provide evidence of stability and outcomes services rendered, preferably from institutions of higher education.

   In addition to the foregoing information submitted by bidders, the University shall have the right to consider other verifiable information bearing on financial stability and strength, including other independent reports or publicly available data.

Scope of Services Defined

For Sections **E** through **J,** refer to the Scope of Services for university-wide requirements and department/program-specific requests.

Section E: **Organization**

1. The Offeror must acknowledge compliance with generally accepted standards of the bus transportation industry for operation and maintenance practices. As a minimum, the Offeror acknowledge compliance with all provisions of applicable statutes and agreements which may affect safety, and with all US Department of Transportation and State of Alabama regulations, directives, orders, rules, and standards.

2. Please provide a statement describing your company's ability to provide the services required by this RFP, including all plans to subcontract services under the contract, if you plan to do so.

3. What is your proposed plan for managing the University's account? Describe the roles and organization of a dedicated account representative or team to support TROY business.

Section F: **Vehicles**

Provide a detailed fleet portfolio. A description of all vehicles intended to be utilized under a resulting contract should be provided. Provide quantity, make, model, year, size, number of passenger seats, sleeper ability, mileage (at time of offer) and any special features such as ADA accessibility, alternate fuel/CNG, air-conditioning, recliner type seats, and rest rooms etc. Attach pictures of each make and model in the fleet. They must be actual pictures not marketing material. Advise of any/all amenities such as Wi-Fi, flat panel television, conference rooms, electrical outlets, wide body dimensions, etc.

1. Detail your company's ability for accommodating disabled and special needs riders.

2. Include information on what emergency procedures are in place for on-road vehicle breakdowns. Include procedures for abandoning the bus.

3. Describe the procedures to be used for the cleaning of the exterior and interior of the vehicles, including the personnel to be used for each activity and the frequency of cleaning.

4. The Carrier must make available upon reasonable requests all such records as may be necessary to ascertain the safety of equipment including but not limited to maintenance records.

5. Describe your policy on allowing food, drink, and/or coolers on board vehicles used under this contract.

Section G: **Staffing/Drivers**

1. Discuss the qualification requirements for your drivers. Include information on your new applicant / new hire screening process including background checks and drug testing; indicate the average length of service; and a description of mandatory training programs for drivers.

2. Detail your policy of on-going verification and screening of drivers.

3. Describe in detail all driver restrictions and your procedure for driver transfer (maximum number of consecutive hours driven, etc).

4. Describe your policy regarding payment of driver's lodging and meals. Include any other associated expenses. Since TROY will pay these expenses, they should be included as a line item on the quote provided to the department. Questions and/or concerns on where to stay and/or what the requirement to stay in the same hotel of the team/group/trip should be obtained from the trip organizer designated by the department.

5. Detail your company policy on loading/unloading and securing baggage.

6. Agree and understand that driver's must be equipped with a cell phone at all times during trips, they must provide their name and cell number for the department to use should they need to contact the driver.

7. Describe your driver's uniform policy.

Section H: **Communication Plan**

1. Describe your proposed plan for communication with the University to ensure that you are meeting the passenger and staff needs. Provide copies of your quote forms, how these forms are transmitted, etc.

2. Please describe how your company will solicit customer feedback of your performance? Please provide sample(s) of your company's customer satisfaction surveys, if you have one in existence.

3. Provide name(s) of contact(s) for:
   - Customer service problems
   - Escalation procedures in the event of unresolved issues
   - List of individuals who may be contacted after normal business hours in the event of an emergency

Section I: **Reservations/Bookings**

1. Describe the procedure you would propose that the University will follow to request transportation services, from initiation to completion including required information (number passengers, distance, length of stay, etc) and method of requesting these services. (This method will be evaluated as an option, but may differ in the way TROY decides to acquire services; the final method will be communicated with the awarded contractors.)

2. How does your company handle overflow work, e.g. outsource, use back-up vehicles, declination of service?

3. Describe your cancellation policy within 1 month, 2 weeks, 72 hours, day of scheduled charter. Is there an additional fee?

4. Describe your change policy within 1 month, 2 weeks, 72 hours, day of scheduled charter.

Section J: **Requests & Preferences**

Address all requests and preferences noted in the Scope of Services not covered in the previous sections. Categorize by department/programs and address any specialized services relevant to each department/program.

Section K: **Financial Proposal - Pricing**

Offerors are to provide a fixed price for the services offered.

In addition to the pricing proposal, Offeror may submit alternative financial proposals, however the information requested in the following sections must be supplied and will be used for proposal evaluation purposes.

- **Mandatory Services**

  Troy University is looking to be able to quantify bid results, therefore please provide your firm's fixed price bid. The bid should outline at minimum the following charges and any other pertinent charges.

  1. Detail your pricing structure by size/type of vehicle, per mile, per trip, per hour, length of stay, or any other fixed method.
  2. Fuel surcharge
  3. Relief driver charges
  4. Cancellation charges – 1 month, 2 weeks, 72 hours, day of charter
  5. Tolls, parking and other related charges

Section L: **Exceptions to RFP**

The Contractor must address any and all exceptions to the RFP. These should be referenced by subsection.

Section M: **Additional Explanations and Interpretations**

Please provide any additional information that the Offeror feels should be considered when evaluating their proposal.

The Offeror may present any creative approaches that might be appropriate. The Offeror may also provide supporting documentation that would be pertinent to this RFP. The Offeror may provide alternate pricing schedules, should any be extended for consideration.

Any explanation desired regarding the meaning or interpretation of the RFP, attachments, specifications, etc. must be requested in writing with sufficient time allowed for reply to reach bidders before the submission of their offer. Oral explanation or instruction given before the award of the contract will not be binding.

Bidders are cautioned that the University will not accept data that is essential for a complete and thorough evaluation of the proposal after the scheduled proposal opening. Any information given to prospective bidders concerning the RFP will be furnished to all prospective bidders as an amendment or addendum to the RFP.

Section N: **Acknowledgement of Amendment or Addendum to RFP**

Receipt by a bidder of an amendment or addendum to the RFP must be acknowledged by inserting a copy in the bidder's proposal.

Section O: **Propriety Information**

After the award of the contract, all proposals will be opened for public inspection. Trade secrets, test data, and similar proprietary information will remain confidential, provided such material is clearly marked as such. Note: Net cost information will not be

considered confidential.

Section P: **ADA Section 508 Compliant**

Each vendor must certify that the proposal offered is in full compliance with the Americans with Disabilities Act Section 508. Specific data related to the vendor's compliance methodology would be beneficial.

Evaluation Criteria

A committee of Troy University officials will evaluate proposals and make a recommendation to the Director of Purchasing. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources, and oral presentations, if requested.

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the Contract to the responsible Offeror (s) whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the noted criteria. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

Primary Criteria

- Offeror Qualifications
- References - Evidence of Successful Performance and Implementation
- Services Defined
- Financial Proposal

Secondary Criteria

- Other Additional Services

Category	Possible Points
1. Qualifications	25
2. References/Evidence of Successful Performance	25
4. Services Defined	25
4. Financial Proposal	20
5. Bonus: Additional Services Offered	5
Total Score:	100

Evaluation Criteria Workbook

Troy University RFP# 27-001 Bus Transportation Services

Category	Possible Points	Evaluation Points
1. Qualifications	25	
2. Services Defined	25	
3. References/Evidence of Successful Performance	25	
4. Financial Proposal	20	
5. Bonus: Additional Services Offered	5	
Total Possible Score:	100	**Total:**

Notes: