



Request for Proposal #21-040

Bus Transportation Services

Issue RFP: Tuesday, September 14, 2021

Proposals Due: Tuesday, October 26, 2021 - 2:00 PM CST

Contract Commencement (estimated): January 1, 2022

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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by Troy University prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

The terms "offer" or "proposal" means the Offeror(s) response to this Request for Proposal.

The term "Offeror" means the entity or Contractor group submitting proposal.

The term "Contractor" means the entity receiving a contract award.

The term "Purchasing Agency" means Troy University, Purchasing Department, 100 University Park, 2nd Floor, Troy, AL 36082.

The term "Purchasing Official" means Troy University's Purchasing Department Employee.

The term "Responsible Offeror" means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure

good faith performance. In determining whether an Offeror is responsible, the University may evaluate various factors including (but not limited to) financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; and adversarial relationship between the Offeror and the University this is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the Offeror.

The term "solicitation" means Request for Proposal (RFP).

The term "University" or "TROY" means Troy University.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

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.

2.2 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.

- 2018 \$510,000.00
- 2119 \$570,000.00
- 2020 \$330,000.00 – COVID
- 2021 \$310,000.00 – COVID

2.3 University Information

Founded in 1887 as a normal school to teach teachers, Troy University today is a public, internationally recognized institution serving traditional and nontraditional students in class and online and providing a wide variety of academic programs from the associate to the doctoral level.

Troy University employs several hundred employees and services over 22,000 students at its campuses/sites in the United States, overseas and online. Troy University is a worldwide leader in distance education. Approximately 2,000 students live in on-campus housing at the Troy University – Troy campus. Additionally, the University hosts thousands of visitors annually.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Tuesday, September 14, 2021	Issue RFP
Tuesday, September 28, 2021	Questions on RFP due (in writing to bids@troy.edu) 2:00 PM CST
Tuesday, October 5, 2021	Response from Troy to questions submitted by 2:00 PM CST
Tuesday, October 26, 2021	Proposals due by 2:00 PM CST: Troy University Mrs. Vanessa Maulden Purchasing and Asset Management 100 University Park, 2 nd Floor Troy, AL 36082
Tuesday, November 9, 2021	Selection of Vendor (If decision is made to award contract)
January 1, 2022	Contract commencement (if awarded)

3.2 Offeror Communication

To insure 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
- Mailing address of primary contact
- Telephone number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via e-mail to:

Mrs. Vanessa Maulden
Purchasing & Asset Management
Troy University
100 University Park, 2nd Floor
Troy, AL 36082 Email:
bids@troy.edu
Phone: (334)670-3946

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

3.3 Offeror 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.

3.4 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, in .PDF format exclusively, may be requested by emailing bids@troy.edu

3.5 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 contract. Any deviations therefrom must be specifically defined in your response to this RFP.

3.6 Proposal Submission and Deadline

Proposals should include 1 original response and 4 copies. Proposals should not be bound. Proposals must be received prior to 2:00 P.M. CST on date as specified in Section 3.1 Key Event Dates and addressed to the Purchasing Officer as listed in Section 3.2 Offeror Communication.

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

Proposals shall be enclosed in sealed envelopes to the above referenced 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.

3.7 Modification or Withdrawal of Offer

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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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 such costs.

3.14 Disposition of Proposals

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

3.15 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.

3.16 Questions

All questions should be submitted by e-mail to the Purchasing Department no later than dated listed in Section 3.1.

3.17 Section Titles in the RFP

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.18 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University Purchasing Office, signed by the Offeror. Unless requested by the University, the University will not accept revisions, or alterations to proposals after the proposal due date.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Offerors use the same numbers for the following content as are used in the RFP.

- Transmittal Letter

- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Other Additional Information

4.2 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:

- a) 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.
- b) A statement that the Offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- c) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- d) 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.

- e) A statement that identifies the Confidential Information as described in Section 6.22 Confidentiality.
- f) Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this RFP process.

4.3 Executive Summary and Proposal Overview

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

4.4 Criteria 1 - Offeror Qualifications

The University believes that the Offeror's previous experience, financial capability, expertise of personnel, and related factors are important in assessing the Offerors potential to successfully fulfill the requirements defined in this solicitation

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

4.5 Criteria 2 – Scope of Services Defined

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, Phenix City, 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:

- The football team typically uses four (4) buses during away games.
- The Marching Band typically uses three (3) to eight (8) buses for away football games.
- The 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.
- The Special Olympics is hosted by Troy University and requires a wheelchair lift and requires the bus to be wheelchair accessible.

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.

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.

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.

Communication

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

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.

4.6 Criteria 3 – Financial Proposal

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

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

Alternate Pricing

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

4.7 Criteria 4-Other Additional Information

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.

5.0 Evaluation Criteria Process

A committee of 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 list of criteria in Section 4.0. 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 (The committee will quantify the evaluation factors).

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

Secondary Criteria

- Other Additional Services

The University will evaluate proposals as submitted and may not notify Offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if Offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

6.0 CONTRACT CONDITIONS

6.1 Contract Term

The contract resulting from this RFP shall be effective from 1/1/2022 through 12/31/2022, 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 Entire Agreement

The Request for Proposal (RFP) shall be incorporated into any resulting Contract. The resulting contract, including the RFP and those portions of the Offeror's response accepted by the University shall be the entire agreement between the parties.

6.8 Governing Law

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, State of Alabama, and all other local governments, public authorities, boards or offices relating to the Property or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Alabama Law and any claim relating to this contract shall only be brought in the Pike County, Alabama Court (see also 6.3).

6.9 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.

6.10 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 Contractor might during that sixty (60) days 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, or 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.

6.11 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.

6.12 Performance Bond

Alabama Law (Section 41-16-28, Code of Alabama 1975) provides that a bond in a responsible sum for faithful performance of the contract, with adequate surety, shall be required in an amount specified in the advertisement for bids. 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. A performance bond must be in effect prior to the first date of service. Upon award of the bid, the awarded bidder will be responsible for providing a Performance Bond which should be valid until all work associated with this project has been completed. Performance bonds may be presented in the form of a surety bond (PREFERRED), postal money order, certified check,

or cashier's check. The performance bond should be presented to Troy University Purchasing Department before a purchase order is issued.

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.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

6.17 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 coverage's 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. What are the additional cost, if any, will this be to the University?

6.18 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.

6.19 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.

6.20 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.

6.21 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.

6.22 Forms Required

The State of Alabama as well as Troy University will require a Vendor Disclosure Statement (State of AL Act 2001-955), E-Verify documentation (AL law Section 31-13-9, Code of AL 1975), and current W-9 prior to any purchase order being issued. Failure to provide these documents, or other documents that may become a requirement of the State of Alabama or TROY during the term of this contract is cause for termination and potentially non-issuance of purchase order.

6.23 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.

6.24 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.