



T H E C O L L E G E O F E A S T T E X A S

REQUEST FOR PROPOSAL (RFP)
COMMERCIAL CHARTER BUS SERVICE
RFP #24-09

Tyler Junior College (“College” or “TJC”) invites qualified commercial charter bus firms/companies to submit competitive sealed proposals for providing charter bus transportation services for the TJC athletic teams, clubs, and other activities as described in the specifications and scope of work. The intent is to have multiple qualified charter bus companies available for these services. It is not the intent of any condition of the specifications to prohibit any responsible vendor from submitting a proposal.

Proposals are due by **Wednesday, February 28, 2024 @ 2:00 p.m. Central Daylight Time (CDT)** and will be opened and the names read publicly. Proposals will be reviewed and subsequently tabulated by the Purchasing Department and then processed through appropriate channels for committee review, if applicable, and approval. The Board of Trustees of TJC will make final approval. Any procurement of services will be initiated by a valid, signed purchase order issued by the College.

All proposals and supporting documentation must be submitted by mail, or delivered by courier, or hand delivered by a vendor representative. If proposal is mailed, please mark **“RFP #24-09”** on the front of the envelope; or deliver to:

TJC
CAMPUS & PROCUREMENT SERVICES
ATTN: DANA BALLARD
1327 SOUTH BAXTER
TYLER, TX 75701
EMAIL: dbal@tjc.edu

The proposal must be received prior to the proposal deadline. Proposals received after the deadline will not be opened, read, evaluated, or recorded, and will be returned to the vendor unopened. Companies are encouraged to respond even if they do not wish to submit a Proposal. “No Proposal” is considered as a response.

TJC reserves the right to accept or reject any and/or all proposals, or waive any and/or all formalities, technicalities, and conditions, or permanently abandon the RFP. The College will have a minimum of ninety (90) days after the Submittal Deadline for evaluation, selection, and any unforeseen delays. Vendors shall not withdraw their proposals prior to the termination of this period. TJC will accept the proposal(s) determined by the College to be in its best interest in accordance with applicable law. It is not the intent of any condition, specification, or other requirement in the proposal process to prohibit any responsible vendor from submitting a bid.

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INTRODUCTION

TJC is located in Tyler, Texas. Since 1926, TJC has been fulfilling three promises to its students and the Tyler area by providing a quality education, a vibrant student life, and service to the community. With more than 115+ degree and certificate programs, plus extensive training and technical programs, TJC is the best first step for any student, whether they plan to transfer to a four-year institution or gain the skills they need to go directly into the workforce.

TJC provides a friendly, smoke-free vapor-free environment at all of its campuses and satellite facilities. No alcohol will be permitted on campus grounds.

Tyler Junior College is committed to providing a safe environment for students, faculty, staff, and visitors, and to respecting the right of individuals who are licensed to carry a handgun where permitted by law. Individuals who are licensed to carry may do so on campus premises or in a college-owned vehicle except in locations and at activities prohibited by law or by this policy. Individuals who observe a violation of this policy are required to report the incident immediately to the Campus Police Department, so it can be documented and properly investigated. Campus Police can be contacted at 903 510-2222. Dial 911 for emergencies.

https://www.tjc.edu/downloads/file/1045/concealed_handguns_on_campus_policy

Tyler Junior College's web page is located at <http://www.tjc.edu/>.

PROPOSAL INSTRUCTIONS

Respondents must abide by all requirements of the Instructions to Respondents.

Entity Submitting RFP: The terms “vendor”, “proposer”, “firm”, “company”, “respondent”, or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

Acquiring Documents: Proposal documents may be downloaded from the TJC website at <https://www.tjc.edu/rfp>, or picked up from the Purchasing Department at the following location: Tyler Junior College, Campus & Procurement Services, 1327 S. Baxter, Tyler, TX 75701. Respondents may also obtain proposal documents by emailing a request to Dana Ballard, dbal@tjc.edu.

Proposals may not be withdrawn for a period of ninety (90) days subsequent to the closing date and time without the consent of Tyler Junior College.

Tyler Junior College reserves the right to accept or reject any and/or all proposals, waive any formalities and technicalities and to award contracts as determined by the College to be in its best interest in accordance with applicable law (Texas Education Code 44.031(b)). The College reserves the right to award multiple contracts as a result of this RFP if deemed in the best interest of the College.

Proposals submitted for consideration should follow the format and order of presentation described below:

Cover Letter: Containing a summary of respondent's ability to perform the services described in the RFP and confirming that respondent is willing to perform those services and enter into a contract with Tyler Junior College.

The person signing the proposal must be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal; or
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the public entity

The cover letter should also:

- Identify the submitting respondent;
- Identify the name, title, address, telephone number, and email address of each person authorized by the respondent to contractually obligate the respondent;
- Identify the name, address, telephone number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

Number of Response Copies: Each respondent is required to submit and provide at least one (1) signed original response of the proposal. The original response is to be labeled “Original” on the first page or front cover of the proposal.

Legibility/Clarity: Responses to the requirements of this RFP in the formats requested is required with all questions answered in as much detail as practicable. The respondent's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFP is also desired. Each respondent is solely responsible for the accuracy and completeness of its proposal.

Schedule of Events:

RFP available to prospective respondents	January 31, 2024
Deadline to receive written inquiries	February 14, 2024, 10:00 am
Responses to inquiries, if any, via Addenda	https://www.tjc.edu/rfp
Proposal Due Date	Wednesday, February 28, 2024, 2:00 p.m.

Tyler Junior College reserves the right to change the schedule of events to the RFP at any time. Any changes will be issued via Addenda and posted online at <https://www.tjc.edu/rfp>.

Respondent Inquiry Period: An initial inquiry period is hereby firmly set for all interested respondents to perform a detailed review of the proposal documents and to submit any written questions relative thereto. TJC is always conscious and extremely appreciative of your time and effort in preparing this proposal. Without exception, all questions regarding this RFP MUST be submitted in writing by email only to Dana Ballard, Director, Campus & Procurement Services, at dbal@tjc.edu and received by the deadline to receive written inquiries date set forth above. Inquiries shall not be entertained thereafter. It is the respondent’s responsibility to make sure they have obtained all addenda and acknowledged receipt of such on the Vendor Certification Form.

Withdrawal of Proposal: A respondent may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the respondent must be submitted to the TJC Purchasing Department via the previously stated email address.

GENERAL REQUIREMENTS

TJC is seeking qualified commercial charter bus companies to submit proposals for commercial charter bus transportation services for our TJC athletic teams, clubs, and other TJC organizations in accordance with the Scope of Work and Terms and Conditions specified in this Request for Proposal. It is Tyler Junior College’s intent is to award multiple contracts for commercial charter bus services. It is not the intent of any condition of the specifications to prohibit any responsible contractor from submitting a proposal.

The specifications included with these instructions are to establish a standard of quality desired by the College. Any vendor may submit his proposal on any article which substantially complies with these specifications as to quality. The College reserves the right to make its selections of goods and services purchase, based on its best judgment as to which products substantially comply with the quality required by the specifications and are the best value for the College.

The contract between Tyler Junior College and the vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, (2) the Proposal submitted by the vendor in response to the RFP, and (3) any subsequent Purchase Order. In the event of a conflict in language between the three documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the College reserves the right to clarify any contractual relationship in writing with the concurrence of the vendor and such written clarification shall govern in case

of conflict with the applicable requirements stated in the RFP or the vendor's Proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern, along with the issued Purchase Order.

Proposers acknowledge that an agreement or award with TJC may include the following language: Other local, governmental and private entities within the State of Texas who wish to participate under similar terms and conditions contained in this document may do so. TJC may retract pricing and other sensitive information and shall inform contractor in advance of another entity's desire to participate using this document. Each entity wishing to participate must sign an addendum to this contract stating payment terms, conditions and varying terms specific to that entity. If such participation is desired by an eligible entity, all purchase orders will be produced by that entity and all goods and/or services will be provided directly to that entity.

If the service is determined not satisfactory in the judgment of the College, Tyler Junior College may cancel the contract at any time for breach of contractual obligations by providing the vendor with a thirty (30) day written notice of such cancellation. Should the College exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the vendor.

In connection with the furnishing of equipment, supplies or performance of work under the contract, the vendor agrees to comply with TJC's Purchase Order, the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

SCOPE OF WORK

Tyler Junior College is seeking competitive sealed proposals from qualified and competent commercial charter bus companies to submit proposals for daytrips and overnight bus transportation services. Contractor may be required to provide requested local, intrastate, and interstate service. Trips may encompass weekdays, weekends, day, and evening hours. Tyler Junior College is responsible for driver hotel accommodations and meals if overnight. Therefore, all trips shall be quoted as round trip and shall include all fees such as parking, tolls, and driver expenses, excluding hotel housing and meals during overnight trips.

At no time shall there be any soliciting or requesting of gratuities of any type by the personnel of the contractor or by personnel of the College.

Vendor should have a minimum of one-year experience in collegiate athletic-related travel and must be able to provide four collegiate athletic references where services comparable in size and scope have been performed.

Departure times vary and are subject to changes. The College prefers charter services that have the ability to be flexible with departure times. Departure times will be determined closer to the date of each event. Each trip is expected to require one (1) charter bus. There may occasionally be a need for additional buses.

The successful vendor will be required to confirm and coordinate departure dates with a specified College representative. A charter confirmation number must be provided within two (2) business days after receipt of an order from Tyler Junior College. No trips can be subcontracted to another bus company or individual without prior written consent of Tyler Junior College Purchasing Department.

An additional driver must be provided for long trips exceeding the Federal USDOT allowable driving hours for one driver. Drivers must open lower storage doors, assist with packing and unpacking, and if requested, drop group off at destination before parking. The driver must provide bus service for teams and groups to and from hotel and restaurants.

The vendor must have 24 hour dispatching 7 days per week.

The vendor is required to furnish drivers with detailed, accurate directions to all destinations and returns, as well as verifying all trips with the authorized TJC liaison prior to dispatch. The driver must be familiar with the designated routes so as to prevent any delays and extra miles logged due to driver error beyond a reasonable mistake.

Background Check: The successful vendor must agree and certify that no driver will be assigned to provide services to the College that has not passed a background check related to at least safety, drug, and criminal history, and has not passed a valid drug test within the thirty-day period immediately preceding assignment as a driver for the College.

If TJC or the vendor receives complaints regarding a particular driver, and/or it is determined that the driver is not operating the service in a safe, reliable and responsible manner, TJC has the authority to direct the vendor to remove this driver from this service and promptly replace said driver.

Buses:

1. Buses must have a minimum of 40 passenger seats, unless otherwise requested.
2. The motor coach fleet is to include one or more wheelchair-accessible coaches and shall meet the most recent State of Texas and federal requirements.
3. Buses can't be more than six (6) years old.
4. Buses must have working air conditioning and heating.
5. Buses will have working restrooms that are to be cleaned, sanitized, and equipped with toilet paper, towelettes, working lights, and emptied waste tanks, if requested.
6. Buses will have Wi-Fi capabilities, if requested.
7. Buses will have a working DVD entertainment system, if requested.
8. Buses must have optimal luggage/equipment storage
9. Buses must be presented in a clean and well-maintained condition.
10. Buses must pick-up and drop-off groups at the requested locations on campus

Additional/Unscheduled/Last Minute Trips: It may be possible the College will have additional team travel or other travel functions with little advance notice. The charter bus company will be notified as soon as the need is identified for any additional travel dates. Travel will most typically be within the State of Texas, but does not exclude out of state travel. Type of travel will depend on the event.

- Examples of little advance notice team travel include:
 - Conference Tournament
 - National Championship
 - National Competitions – travel to an airport (DFW or Love Field)
- Examples of unscheduled College travel include:
 - Student organization activities
 - Alumni activities

Trip Cancellations: In the event of a cancellation by the College, the following shall apply:

- If the vendor is notified of a cancellation with an eight (8) hour or more notice prior to scheduled departure time, the vendor shall not be entitled to any reimbursement.
- If the vendor is notified of a cancellation less than eight (8) hours prior to the scheduled departure time, the vendor shall be entitled to the flat-rate cancellation fee (see Proposal).
- If the vendor is notified of a cancellation less than eight (8) hours prior to the scheduled departure time due to nature's wrath, act of God, war, terrorism, disaster, civil disorder, forfeit and cancelation of game by opponent, curtailment of transportation facilities, or similar emergency beyond the parties' control, making it impossible to proceed with the trip, the vendor shall not be entitled to the flat-rate cancellation fee.
- If the vendor is notified of a cancellation while in transit to the scheduled destination, due to nature's wrath, act of God, war, terrorism, disaster, civil disorder, forfeit and cancellation of game by opponent, curtailment of transportation facilities, or similar emergency beyond the parties' control, making it impossible to proceed with the trip, the vendor shall be entitled to the actual miles accumulated for a flat rate not to exceed but be equal to a five hour minimum trip, whichever is greater.

Delivery of Services: Delivery of services by the successful contractor will be established in the travel itinerary submitted by the ordering department.

Emergency Road Service Procedures: The vendor must have available on-road service arrangements and/or an acceptable replacement vehicle(s) in the event of an accident or mechanical failure, or breakdowns. Explain how the company will obtain service and dispatch replacement equipment. Explain the type of service agreements with other carriers and garages, on-call mechanics, backup equipment, and the guarantee for arrival of replacement equipment.

Phone numbers of at least two management individuals with decision-making authority shall be made available to TJC in the event of an after-hour's emergency. Any additional cost incurred by TJC to obtain alternate transportation as a result of the vendor's inability to complete the trip as required will be deducted from any amount due to the vendor.

TERMS AND CONDITIONS

Term of Contract: The term of the contract will begin upon final approval by the TJC Board. The initial term of contract will be for a one-year period. On the anniversary date, the contract shall automatically renew for up to four (4) additional one (1) year terms, if agreed upon by both parties. The maximum term of the contract is five (5) years. Either party may terminate the agreement on the anniversary date, without cause, with thirty (30) days' written notice and contractor's fulfillment of all outstanding purchase orders received prior to the termination date.

Escalation/De-escalation Clause: Escalation or de-escalation of service agreement costs may only occur at the time of renewal, if in agreement with the terms and conditions of this request for proposal. Any request for escalation or de-escalation must be approved by the College. Escalation of costs will not be approved if the escalation exceeds 3% of the previous year's cost.

Modifications of Proposal Terms And /Or Amendments: Tyler Junior College reserves the right to change the schedule of events or issue addenda to the RFP at any time. Tyler Junior College also reserves the right to cancel or re-issue the RFP. Only interpretations or corrections to the proposal provided in writing by the Tyler Junior College Purchasing Department shall be binding. Prospective vendors are advised that no other source is authorized to provide information concerning, or explain or interpret, the proposal documents. If the respondent needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the respondent, cross-reference clearly to the relevant proposal section, prior to the proposal opening, and should be submitted with proposal documents. Such shall meet all requirements for the proposal.

All addenda will be posted on the College website <https://www.tjc.edu/rfp>. It is the vendor's responsibility to check this website for addenda postings prior to submitting responses and acknowledge receipt of such in the Vendor Certification Form. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in the proposal shall contact the Purchasing Department no later than seven (7) days prior to the due date of this RFP, or as soon as possible before proposal is due. You may submit this addenda information via email to Dana Ballard, Director, Campus & Procurement Services, dbal@tjc.edu.

Proposal Rejection: Issuance of this RFP in no way constitutes a commitment by Tyler Junior College to award a contract. Tyler Junior College reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the College to do so.

Cost of Offer Preparation: Tyler Junior College is not liable for any costs incurred by respondents or contractors prior to issuance of or entering into a contract. Costs associated with developing the proposal and any other expenses incurred by the contractor in responding to the RFP are entirely the responsibility of the respondent and shall not be reimbursed in any manner by Tyler Junior College.

Professional Services: This proposal does not include services that are required to be procured under Chapter 2254 Professional Services Procurement Act of the Texas Government Code, such as architects and engineers.

Written or Oral Discussions/Presentations: Written or oral discussions may be conducted with respondents who submit proposals determined to be reasonably susceptible of being selected for award. The College reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the College's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

Acceptance of Proposal Content: By submitting a response to this sealed proposal, each respondent affirmatively accepts and consents to the terms and conditions to this sealed proposal contract in its entirety except to the extent specifically set forth in its response. The mandatory RFP requirements shall become contractual obligations if a contract ensues. An official authorized Purchase Order, Certificate of Liability Insurance, with worker’s compensation, naming Tyler Junior College as an additional certificate holder is required to be in place before the first trip is authorized.

Deviations:

If vendor intends to deviate from the standard terms and conditions, specifications, or other requirements associated with this solicitation, the vendor must list or reference all such deviations, with complete and detailed information regarding the deviations, on a separate sheet of paper and submit it with the bid submittal. The College will consider any deviations in its award decision, and reserves the right to accept or reject the bid based upon any submitted deviations.

In the absence of any deviation identified and described in accordance with this solicitation, the vendor asserts that it will fully comply with the standard terms and conditions, specifications, and all other requirements associated with this solicitation if awarded a contract.

USDOT & Insurance Requirements:

The motor coach vendor must supply their USDOT Certification number and be in compliance with all federal, state and bus charter regulations. The vendor must not have had their USDOT certification suspended. Charter operator must comply with provisions governing U.S. Bus Charter Company regulations of the U.S. Department of Transportation, any special regulations, and all other applicable laws, rules, and regulations governing bus charter company collectively as “Bus Charter Regulations”. If the bus charter is owned by another company, provide a copy of the owner’s USDOT charter certificate and insurance from both bidder and bus charter company owner with proposal response.

The College reserves the right to request verification of USDOT Certification and motor vehicle record on all drivers who will perform services for each scheduled trip. Every bus provided by the contract vendor must have a functioning cell phone and/or radio with each driver at all times and the phone numbers provided to authorized Tyler Junior College personnel.

The selected vendor will be required to provide TJC with a certificate of insurance confirming Tyler Junior College has been named as additional insured, with the minimum requirements outlined below.

Coverage is required for the duration of the agreement, for any renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement. Vendor shall obtain, at its sole expense and at no cost to the College, the following coverage and shall maintain such coverage in full force and effect:

Commercial General Liability insurance with limits of not less than:

- | | |
|---|-------------|
| • Fire Damage (any one fire) | \$ 50,000 |
| • Medical Expenses (any one person) | \$ 10,000 |
| • General Aggregate | \$2,000,000 |
| • Each Occurrence | \$1,000,000 |
| • Personal Injury & Advertising Injury | \$1,000,000 |
| • Products & Completed Operations Aggregate | \$2,000,000 |
- Additional Insured Endorsement in favor of TJC, its Board of Trustees/officials, employees and volunteers
 - Waiver of all rights of subrogation and other rights in favor of TJC, its Board of Trustees/officials, employees and volunteers
 - Primary and Noncontributory language
 - A.M. Best Rating of A or better
 - 30-day Notice of Cancellation

- Business Automobile Liability insurance** covering all owned, non-owned or hired automobiles, with limits of at least \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage:
- Additional Insured Endorsement in favor of TJC, its Board of Trustees/officials, employees and volunteers
 - Waiver of all rights of subrogation in favor of TJC, its Board of Trustees/officials, employees and volunteers
 - Primary and Noncontributory language
 - A.M. Best Rating of A or better
 - 30-day Notice of Cancellation

- Umbrella/Excess Liability insurance** with limits of not less than \$5,000,000 per occurrence and aggregate with a Self-Insured Retention (SIR) of no more than \$10,000. Coverage should be in excess of the Employers Liability, Commercial General Liability, and Business Automobile coverages. The policy should follow form of these policies and should extend above the required terms of the underlying policies.
- Additional Insured Endorsement in favor of TJC, its Board of Trustees/officials, employees and volunteers
 - Waiver of all rights of subrogation in favor of TJC, its Board of Trustees/officials, employees and volunteers
 - Primary and Noncontributory language
 - A.M. Best Rating of A or better
 - 30-day Notice of Cancellation

Workers’ Compensation insurance with statutory limits, and Employer’s Liability insurance with limits of not less than:

• Bodily Injury by Accident (Each Accident)	\$1,000,000
• Bodily Injury by Disease (Each Employee)	\$1,000,000
• Bodily Injury by Disease (Policy Limit)	\$1,000,000

- All policies required herein must include:
- Other states endorsement to include Texas if business is domiciled outside the State of Texas,
 - Waiver of all rights of subrogation and other rights in favor of TJC, its Board of Trustees/officials, employees, and volunteers
 - Alternate Employer Endorsement in favor of Tyler Junior College
 - A.M. Best Rating of A or better
 - 30-day Notice of Cancellation

Employee Dishonesty insurance to protect the assets and property of TJC with limits of not less than \$500,000.

All coverages must be placed with an insurance company that is rated A or better by A.M. Best.

The insurance requirements also apply to any sub-contractor(s) in the event that any work is sublet. The contractor shall include all subcontractors of insured’s under its policies and/or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

In the case any of the policies cancel before the expiration date, the issuing company will mail thirty (30) days’ written notice to the certificate holder, Tyler Junior College.

The vendor shall be required to waive all rights of subrogation against the College, its officials, employees and volunteers for losses arising from work performed by vendor.

All policies (except workers’ compensation) should be primary and non-contributory.

Vendor shall deliver to TJC:

- evidence, satisfactory to TJC, of the existence of insurance promptly after the execution and delivery of any Agreement or Purchase Order issued, and prior to the performance or continued performance of any services performed by Vendor.
- additional evidence, satisfactory to TJC, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance.

The insurance policies required in any Agreement or Purchase Order will be kept in force for the periods specified below:

- Commercial General Liability insurance, Commercial Automobile Liability insurance, Employee Dishonesty insurance, and Umbrella/Excess Liability insurance will be kept in force until receipt of final payment by TJC to Vendor.
- Workers' Compensation insurance and Employer's Liability insurance will remain in effect until the services have been fully performed and accepted by TJC in writing.

Indemnification: To the extent allowable by Texas Law and without waiving any rights or entitlement to governmental or sovereign immunity, the parties shall indemnify and hold harmless each other and their respective officers, trustees, or employees, (hereafter referred to as "indemnified party") against any and all liability (including reasonable attorneys' fees and court costs) to any persons or entities (except to the extent such liability is the fault of the indemnified party) arising from or related to the negligence or willful acts, omissions, or other misconduct of the indemnifying party or its agents, officers/trustees, and employees, in the performance of this contract. The provisions of this section will not be construed to waive immunity in any way nor to eliminate or reduce any other indemnification or right which any indemnified party has by law or equity and shall survive the termination of this agreement.

Limitation of Liability: Neither respondent nor the College shall be responsible to the other for any special, indirect, or consequential damages. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) riots or war; or (j) unavailability of parts, materials, or supplies.

The College retains the right to the approval for insurance coverage. Respondent shall submit a Certificate of Liability Insurance naming Tyler Junior College as an additional certificate holder.

License and Permits: The vendor is responsible for obtaining all permits and licenses, if any, required by federal, state, city, and county. The College will not be charged back for the price to obtain the permits and licenses.

Open Records: It is understood by submitting a proposal to Tyler Junior College, the document, if requested, will be available for review by any individual or business in accordance with the Public Information Act, Texas Government Code 552. Copies of your proposal will be supplied to the requesting party as allowed by law. TJC will consider all information, documentation, and other materials requested to be submitted in response to this RFP to be of a non-confidential and non-proprietary nature and therefore subject to public disclosure. Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. TJC may seek to protect from disclosure all information submitted in response to this RFP until the time of a final award.

Advertising: The vendor shall not advertise or publish, without the College's prior written consent, the fact that the College has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

The contractor(s) shall not use Tyler Junior College's logo unless granted expressed written permission from the College's Marketing Department.

Ethics: The contractor shall not accept or propose gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Tyler Junior College.

Compliance with Americans with Disabilities Act (ADA): Vendor shall be in compliance with all relevant requirements of the American with Disabilities Act (ADA) as applicable to their operations. By submission of a proposal response, vendor acknowledges intention to conform to the requirements of the ADA. Failure to comply with ADA constitutes good cause for the College to suspend a contract with any successful vendor.

Universal & Commercial Code: This writing and subsequent information given and forwarded to the College shall be a sole and final expression of the agreement between the College and the vendor, and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is controlling.

Discrimination: By submitting a signed proposal, the vendor certifies that the company does not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, and certifies that the company complies with equal employment opportunities regulation.

Debarment: Any bidder or any principals of a bidding company that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State Government entity shall be considered ineligible to be awarded a contract by Tyler Junior College.

Force Majeure: Neither Contractor, its suppliers, member or lead agency, nor Tyler Junior College will be liable for any failure or delay in this agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of contractor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If contractor is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the college may cancel the purchase order without penalty.

Contract Negotiations: If for any reason the respondent(s) whose proposal is most responsive to the College's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the College may negotiate with the next most responsive respondent(s). Negotiation may include revision terms, conditions, or requirements. The College may enter into a contract with more than one respondent.

Contract Award Execution: The College reserves the right to enter into an agreement without further discussion of the proposal based on the initial offers received.

The RFP, any addendums, and the proposal of the selected respondent(s), along with the College's Purchase Order, will become part of any contract initiated by the College.

If the contract negotiation period exceeds thirty (30) days or if the selected respondent(s) fails to sign any contract within seven (7) calendar days of delivery of it, the College may elect to cancel the award and award the contract to the next-highest-ranked respondent(s).

Award(s) shall be made to the respondent(s) whose proposal, conforming to the RFP, will be the most advantageous and is in the best interest of the College.

Notice of Award: Tyler Junior College Purchasing Department will notify respondent(s) of a potential award. The Tyler Junior College Purchasing Department will also notify all unsuccessful respondent(s) as to the outcome of the evaluation process.

Award Protest: A vendor who has timely responded to an Invitation to Bid, Request for Proposal, or Competitive Sealed Proposal, but is not awarded the bid, has the right to protest the bid award if the amount of the bid is over \$50,000 in the aggregate. A protest must be made in writing and submitted to the Director, Campus & Procurement Services, no later than five (5) business days after the award of the bid. The date of the bid award will not be counted as one of the five (5) business days. Any protest submitted after five (5) business days is untimely and will not be considered by the College.

The written protest must contain the following in order to be considered:

- (a) A specific identification of the statutory, regulatory, or policy provision(s) that the action complained of is alleged to have violated;
- (b) A specific description of each act alleged to have violated the statutory, regulatory, or policy provision(s) identified in “a” of this subsection;
- (c) A precise statement of the relevant facts;
- (d) An identification of the issue or issues to be resolved;
- (e) Arguments and authorities in support of the protest; and
- (f) An affidavit that the contents of the protest are true and accurate.

No amendments to the protest will be considered by the College.

The Director, Campus & Procurement Services, legal counsel for the College, and/or a committee headed by and appointed by the Vice-President, Financial & Administrative Affairs/CFO, shall review the protest documentation and shall provide the protestor a final written determination regarding whether any statutes, regulations, or policies have been violated, the reasons for the determination, and remedial action to be taken, if any. This review and final determination may be made with the assistance of legal counsel. The written determination shall be made within ten (10) business days of the receipt of the protest, unless the Director, Campus & Procurement Services, notifies protestor that additional time is needed. The decision shall be final.

Venue: This agreement shall be governed by the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Tyler, Smith County, Texas.

Pricing: TJC is a member of the following cooperative contracts: Region 7, BuyBoard, Choice Partners, E&I Cooperative Services, Region 4/TCPN, TipsUSA, TXMAS/TXSmartBuy, Region 17/NCPA Region 19, Region 10/Equalis Group, HGAC-Buy, and US Communities/Omnia Partners. If your company has been awarded one or more of these cooperative purchasing contracts that includes the products and services requested, and that cost is more economical, please base pricing on the most advantageous cooperative contract, and mark the appropriate contract on the Vendor Information Page.

Additional Items: Following the contract award, additional services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added.

Purchase Orders: This project will be initiated by a TJC Purchase Order. A valid, numbered purchase order will be emailed or faxed to the vendor by the TJC Accounts Payable Department or TJC employee. Orders will not be placed by telephone.

In accordance with applicable law, the College is not obligated to purchase any products and/or services in the event that the State of Texas or the Tyler Junior College Board of Trustees does not allocate funds. Tyler Junior College will not be responsible for any goods delivered or services performed without its valid Purchase Order signed by an authorized representative. Contractors supplying goods or services without having first received a valid Purchase Order do so at their own risk. Authorized Tyler Junior College personnel will notify the vendor of all adjustments and cancellations to any Purchase Order.

Invoice and Payment Terms: Invoices are to be submitted to the Accounts Payable Department for products and services that have been received or for services rendered. Invoices without references to the purchase order number may delay payment to the vendor. Invoices listing items or services other than those shown on the approved purchase order will not be paid. Itemized invoices must be submitted via email to accountspayable@TJC.edu or mailed to the TJC Accounts Payable Department, P. O. Box 9020, Tyler, TX 75711. Upon receipt of a properly executed invoice and verification of delivery or service from the respective department, payment will be processed in accordance with Texas Government Code, Subchapter B, Payments and Interest, Chapter 2251.021 (b). Terms are to be 30 days net, although contractor may in addition offer early payment discounts for use at the ordering member’s discretion.

Tax Exemption: TJC is exempt from payment of federal excise taxes as well as all state and local sales taxes. These taxes are not to be included in the proposal nor on any invoices for goods or services. If taxes are included in the vendor's proposal, it will not be included in the evaluation or award. Tax exemption certificates shall be furnished upon request.

Warranty, if applicable: Contractor shall provide warranty details for parts and labor on proposal form. All materials used on any project shall be new and, if applicable include a manufacturer's warranty.

Termination of Contract:

1. **Termination by Mutual Agreement**

The contract may be terminated at any time, with or without cause, by the mutual agreement of the parties hereto, with thirty (30) days' written notice prior to the effective date.

2. **Termination for Convenience**

This contract may be terminated by either party upon written notice delivered to the other party at least (90) business days prior to the effective date of termination. By such termination, neither party will nullify its obligations or liabilities already incurred for performance or failure to perform prior to the date of termination.

3. **Termination for Cause**

TJC may terminate this contract for cause based upon the failure of contractor to comply with the terms and/or conditions of the agreement, or failure to fulfill its performance obligations pursuant to the agreement, provided that the College shall give the contractor written notice specifying the contractor's failure. If within sixty (60) days after receipt of such notice, the contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in sixty (60) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the College may, at its option, place the contractor in default and the Agreement shall terminate on the date specified in such notice.

The contractor may exercise any rights available under the law to terminate for cause upon failure of the College to comply with the terms and conditions of this agreement, provided that the contractor shall give the College sixty (60) days' written notice specifying the College's failure and a reasonable opportunity for the College to cure the defect.

EVALUATION CRITERIA FOR AWARD OF CONTRACT

Best Value Evaluation: This RFP will follow the Best Value evaluation methodology. Best Value looks at a number of criteria to evaluate proposals, including but not limited to cost. It is a subjective evaluation process that reviews all proposals to determine which one provides the best value to the College.

Proposal Evaluation: All responses received as a result of this RFP may be subject to evaluation by a selected College committee for the purpose of selecting the respondent(s) with whom the College shall contract. The College may reject any or all proposals if none are considered in the best interest of the College.

- The College reserves the right to separate and accept and/or eliminate any item(s) listed in this bid that it deems necessary to accommodate budgetary and/or operational requirements.
- The College reserves the right to reject any and/or all bids submitted, to waive any formalities or technicalities, and to make whatever award it deems to be in the best interest of the College.
- When determining the method listed under Subchapter (a) that provides the best value, the College shall consider any of the criteria below (reference Texas Education Code, SEC 44.031(b)).
 - The purchase price
 - The reputation of the vendor and of the vendor's goods or services
 - The quality of the vendor's goods or services
 - The extent to which the goods or services meet the college's needs
 - The vendor's past relationship with the college

- The impact on the ability of the College to comply with laws and rules relating to historically under-utilized businesses
- The total long-term cost to the college to acquire the vendor's goods or services
- For contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - Has its principal place of business in the state of Texas; or
 - Employs at least 500 persons in the state of Texas
- Any other relevant factor specifically listed in the request for bids or proposals.

Selection Criteria: Selection shall be made among the respondents deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price. If necessary, clarifications of each RFP shall be received from respondents so selected. The College may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular RFP was not deemed to be the most advantageous. The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the respondent's RFP as negotiated. The following criteria shall use these maximum weights to evaluate responses to this RFP:

Evaluation Criteria	Weights
Pricing	40%
Ability to accommodate transportation services to meet the College's needs	40%
Respondent's qualifications and experience	15%
Provided references and/or past experience with College	5%
Total	100%

Competitive Pricing: Vendor's pricing proposal form may be ranked alongside ones received from other vendors.

Past Performance in Similar Environments: Vendors past performance in environments of similar size and scope will be evaluated and subjectively ranked. Preference will be given to experience at institutions of higher education and/or community colleges.

Personnel and Subcontractors, if applicable: The respondent shall identify the proposed subcontractors and the service and/or product each proposed subcontractor will provide. The respondent should provide sufficient information/submittals to document the proposed subcontractors experience providing the service and/or product.

The qualifications of the personnel proposed by the respondent to perform the requirements of this RFP, whether from the respondent's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the respondent should submit detailed information related to the experience and qualifications, including education, training and licensure, of proposed personnel.

Contract Initiation: This entire RFP, including its Terms and Conditions and official TJC Purchase Orders, will stand as the contract between Tyler Junior College and the awarded vendor(s).

INFORMATION REQUIRED FROM RESPONDENT

Company Background and Experience: The respondents are to describe their background, relevant experience and qualifications, including, but not limited to the following:

- **Company Structure:** The respondent is to include in the proposal the legal form of their business organization, the state in which incorporated (if a corporation), the office location that will be the point of contact during the term of any resulting contract as they relate to this RFP.
- **Experience:** The respondent must clearly describe relevant experience in providing commercial charter bus services with the various types of groups, specifically athletic teams. The respondent must clearly demonstrate that the experience's related minimum qualifications are met.

References: The respondent shall provide a list of five (5) clients, current and past, for whom similar product and services have been provided during the previous five (5) years on the Reference Form provided in this RFP. This listing must include:

- a.) Dates of service and event name
- b.) Name of company
- c.) Name and title of contact person
- d.) Telephone number of contact person (must be current and working)
- e.) Email address of contact person (must be current and working)

The respondent must have at least five (5) full consecutive years as a provider of Commercial Charter Bus Services.

Client Satisfaction: Using the information provided by the respondent, current and past clients may be contacted to verify client satisfaction of past service and performance.

Prime Contractor Responsibilities: The selected respondent(s) shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. Tyler Junior College shall consider the selected respondent(s) to be the sole point of contact, with regard to contractual matters, including payment of any and all charges resulting from the contract.

Use of Subcontractors: Each contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. Respondents may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

Information required of the prime contractor under the terms of this RFP is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

Vendor Information: Please submit the Vendor Information Form which identifies the legal name and address of your company, the account representative that will be assigned to TJC, acknowledgement of the terms and conditions, as well as other information and any additional fees.

Felony Conviction Notification: The following information is included in the terms and conditions of all bids, proposals and offers in accordance with applicable Texas law. Each vendor must respond to this section as a requirement of the law. On May 30, 1995, Senate Bill 1 was signed by Governor George Bush and made effective as follows:

• **Senate Bill 1, section 44.034, Notification of Criminal History of Contractor**

- a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony.
- b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before termination of the contract.
- c) This section does not apply to a publicly held corporation.

Conflict of Interest: The following information is included in the terms and conditions of all proposals in accordance with applicable State of Texas Government Code Chapter 176:

On May 23, 2005, the Texas Senate passed House Bill No. 914, adding Chapter 176 to the Local Government Code and imposing new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning January 1, 2006. Vendors doing business with Tyler Junior College are subject to Chapter 176 found in the Local Government Code. Failure to abide by these new statutory requirements can result in possible criminal penalties as a Class C misdemeanor.

- (a) An individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with the college must complete and submit a CIQ (Conflict of Interest Questionnaire).

(b) The CIQ form must be filed within seven days of beginning contract negotiations, or submitting an application, bid, response to a request for proposal, correspondence, or other writing related to a potential agreement with the college.

(c) Upon completion, CIQ forms should be returned to Tyler Junior College, Dana Ballard, Director, Campus Services, P. O. Box 9020, Tyler, TX 75711.

Vendors are required to download the CIQ form from the College's website, then complete the form and return it with the proposal submittal. <https://www.tjc.edu/rfp>.

State of Texas Government Codes (H.B. No. 89) Chapter 2270, Sec. 2270.002: A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The College requires written verification located on the Vendor Information form, that your company does not boycott Israel and will not boycott Israel during the term of this contract.

(S.B. No. 252) Chapter 2252, Sec. 2252.152: Prohibits a governmental entity from contracting with companies engaged in business with Iran, Sudan, or any known terrorist organization. The College will review the Texas Comptroller's website list of companies know to have contracts with or provide supplies or services to a foreign terrorist organization.

State of Texas Government Code 2252.908: Awarded contractor will be responsible for complying with Texas Government Code 2252.908 in regards to House Bill 1295 relating to the disclosure of research, research sponsors, and interested parties by persons contracting with governmental entities and state agencies, which applies to a contract entered into after December 31, 2015. A Texas governmental entity or state agency may not enter into a contract that either (1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least \$1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes a list of each interested party for the contract of which the contracting business entity is aware and the signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission. A copy of the rules and Certificate of Interested Parties Form 1295 can be found at the commission's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The Conflict of Interested Parties Form 1295 that your company receives from the Texas Ethics Commission, which has the certificate number in the upper right-hand corner, must be signed, scanned, then submitted with any final award.

Boycotting Energy Companies Notification: The following information is included in the terms and conditions of all bids, proposals and offers in accordance with applicable Texas law. Each vendor must respond to this section as a requirement of the law. Pursuant to Section 2274.002 of the Texas Government Code, each respondent must verify it does not boycott energy companies and will not boycott energy companies during the term of any contract. If respondent does not make that verification, respondent must so indicate in its response and state why the certification is not required.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than \$100,000
3. The term "company" does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet

environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).”

Discrimination Against Firearms Entity or Trade Association: The following information is included in the terms and conditions of all bids, proposals and offers in accordance with applicable Texas law. Each vendor must respond to this section as a requirement of the law. Pursuant to Section 2274.002 of the Texas Government Code, respondent is required to make a verification it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If respondent does not make that verification, respondent must so indicate in its response and state why the verification is not required.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than \$100,000

“Discriminate against a firearm entity or firearm trade association:” means (A) with respect to the entity or association, to: (i) refuse to engage in the trade of goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restricts or prohibits the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

Taxpayer Identification Number: As a business, Federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal tax law requirements, Tyler Junior College requires you to complete a Request for Taxpayer Identification Number (W-9) form. Please complete the information on the form and return with your bid.

Reasonable Care: Contractors agree to use reasonable care at all times while on the property taking care not to damage buildings, etc. Any property noticed to be damaged on day of services, if witnessed, will be the contractor’s responsibility to repair or replace to the satisfaction of the College.

RFP CHECKLIST

Please make sure ALL pages that are to be returned with your submittal have been fully completed and legibly filled out and signed where applicable.

1. Cover Letter
2. Information Required from Respondent
3. Vendor Information Form
4. No Proposal Form (if applicable)
5. Vendor Certification Form
6. Your company’s W-9
7. Conflict of Interest Form (Ref. Vendor Certification Form #2)
8. Reference Sheet
9. Proposal Form

VENDOR INFORMATION

Please type or print legibly

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Representative assigned to TJC account: _____

- Vendor has USDOT Certification number? ___ Yes / ___ No # _____
- Vendor has insurance as requested and will provide a Certificate of Liability Insurance? ___ Yes / ___ No
- Vendor agrees to comply with all terms, conditions and specifications of this RFP? ___ Yes / ___ No
- Proposal is submitted according to specifications? ___ Yes / ___ No
- Prices quoted are guaranteed for one year from Board approval of award? ___ Yes / ___ No
- Percentage discount given on additional trips not specified or listed: _____ %
- Where does your company prefer to receive purchase orders? Fax _____ - _____ - _____ and/or
Email _____
- List any Texas State or cooperative contracts your company has been awarded, if applicable.

List any additional discounts or fees that may be applicable to items included in this quotation (i.e. prompt pay, hazardous material fees, fuel surcharges, etc.) **Any fuel surcharge, shipping, handling or special fees, such as permits, must be included in the proposed price.** The applicability of any additional fees must be indicated with the price of each item for which the fee is applicable. Include additional page, if necessary.

Name of Officer or Representative

Signature

Title of Officer or Representative

Date

Email

NO PROPOSAL PAGE

1. () WE WISH TO SUBMIT A NO PROPOSAL AT THIS TIME.
2. () PLEASE DELETE OUR NAME FROM FUTURE BID LISTS FOR THIS TYPE COMMODITY.
3. () WE ARE SUBMITTING A "NO PROPOSAL" AT THIS TIME, BUT PLEASE INCLUDE US ON ALL FUTURE REQUESTS.
4. () PLEASE INCLUDE OUR COMPANY TO RECEIVE FUTURE RFPs FOR THE FOLLOWING COMMODITIES:

1. _____

2. _____

3. _____

Company Name: _____

Authorized Signature: _____

Authorized Printed Name: _____

Title: _____

Address: _____

(Street and P.O. Box if used for mail)

City, State, Zip Code: _____

Telephone #: _____

Date: _____

VENDOR CERTIFICATION FORM

1. **State of Texas Government Code 2252.908 (Certificate of Interested Parties Form 1295):** Successful bidders **awarded** contracts that are valued at \$50,000.00 or more are required by state law to go to the Texas Ethics Commission website and create a login and complete the required Certificate of Interested Parties Form 1295. Once the complete form has been signed, the Certificate of Interested Parties Form 1295 must be notarized and submitted to Tyler Junior College Purchasing Department's designated staff member listed in the solicitation. This will be required if you are awarded a contract.

Texas Ethics Commission Website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

2. **Conflict of Interest Questionnaire:** Respondents submitting a response to this solicitation must comply with applicable laws, ordinances and regulations including the State of Texas "Local Government Code Chapter 176". As applicable, the person submitting a response to this solicitation must complete and submit a Conflict of Interest Questionnaire form CIQ, in a formation approved the Texas Ethics Commission. **The form must be downloaded, completed and returned with this solicitation**, or sent via USPS to Dana Ballard, Director, Campus & Procurement Services, Tyler Junior College, P. O. Box 9020, Tyler, TX 75711. A copy of the form can be found on the TJC website: <https://www.tjc.edu/rfp>
3. **Felony Conviction Notification:** Company owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this proposal, in accordance with sec. 44.034, Texas Education Code.

4. **Boycotting Energy Companies Notification:** Company owner/operator verifies respondent does not boycott energy companies and will not boycott energy companies during the term of any ensuing contract, or is exempt:

a. Exemption claimed: _____

5. **Discrimination Against Firearms Entity or Trade Association:** Company owner/operator verifies respondent (1) does not have a practice, policy, guidance, or directive the discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association, or is exempt:

a. Exemption claimed: _____

6. **Texas Government Code 2270 (Texas House Bill 89 and Texas Senate Bill 252):** By signing this document, Vendor/Company declares under penalty of perjury to be true and correct that my company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract or it's renewals; and does not contract with companies engaged in business with Iran, Sudan, or Terrorist Organizations.

7. **Delinquent Franchise Taxes:** Vendor/Company certifies that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas Franchise Tax, it shall certify to that effect.

_____ I certify, the Corporation is exempt from payment of franchise taxes or is an out-of-state corporation.

_____ I certify, there is not delinquent Texas franchise tax pending against the corporation.

_____ I certify, there is delinquent Texas franchise taxes pending against the corporation.

8. **Texas Resident Information:** Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirements applicable to proposers who are not Texas Residents. Under the Statute, a "Resident" vendor is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas and employs at least 500 persons in the State of Texas:

Location of Principal Place of Business (City/State) and or Number of employees based in Texas:

City/State: _____ Number of Employees that reside in Texas: _____

9. **Debarment Certification:** Vendor certifies neither the owner or principal owner has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register and Rules and Regulations:

_____ No, Vendor is not currently debarred, suspended or otherwise ineligible.

_____ Yes, Vendor is currently debarred, suspended or otherwise ineligible.

- 10. **Addenda Acknowledgement:** Vendor acknowledges receipt of and has reviewed _____ addenda that have been issued and made a part of this RFP.
- 11. **Safe Driver Certification:** The successful bidder must agree that no driver will be assigned to provide services to the College that has not passed a background check related to at least safety, drug, and criminal history, and has not passed a valid drug test within the thirty-day period immediately preceding assignment as a driver for the College.
- 12. **Years as a Provider of Commercial Bus Services:** Vendor acknowledges that it has at least five (5) years consecutive years as a provider of Commercial Bus Services.

VENDOR CERTIFICATION: The undersigned, on behalf of vendor, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same specifications, and is in all respects fair and without collusion, fraud or unlawful acts. Vendor hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment, or an offer of employment in connection with or arising from this sealed solicitation or subsequent contract. Vendor certifies that no relationship, whether by relative, business associate, capital funding agreement, or by any other such kinship exists between respondent and TJC.

Vendor represents and warrants that respondent has the necessary experience, knowledge, abilities, skills and resources to satisfactorily perform the terms, conditions and requirements of the RFP.

Vendor declares under penalty of perjury all of the above to be true and correct. It is further certified that the person whose signature appears below is legally and duly authorized to execute this contract and empowered to bind the Company in whose name the solicitation is entered.

Submitted this _____ day of _____, 2024 by and for the company identified as follows:

Company Name: _____

Signature: _____ Printed Name: _____

Title: _____ Email: _____

REFERENCE FORM

Include any educational entities you have done business with. Attach additional pages, if necessary.

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Dates and Services	

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Dates and Services	

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Dates and Services	

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Dates and Services	

Company Name	
Contact Person Name & Title	
Email Address	
Phone Number	
Dates and Services	

Proposal
(Attach a separate sheet if necessary)

1	Fuel Surcharge State your percentage fuel surcharge when over ___?___ /gallon, if applicable. State indicator used for fuel surcharge. <hr/> <hr/> <hr/>
2	Procedures for Breakdown What is your procedure in the event of a breakdown? <hr/> <hr/>
3	Bus Ownership Does your company own the buses, or will they be subcontracted or brokered out? <hr/> <hr/> <hr/>
4	Memberships Are you members of any associations? (UMA, NTA, ABA, MCC, IMG) <hr/> <hr/> <hr/>
5	Maintenance Facility Does your company own its own maintenance facility? <hr/>

6	Non-smoking
	Are your buses non-smoking?

7	Deposit Policy
	State your contract deposit policy, if any.

8	Food and Drinks
	State your policy for carry-on food and/or drinks.

9	Boarding Assistance
	State if you have coach buses with disabled boarding assistance devices, if requested, and type.
	(

10	Additional Driver
	State the cost for an additional driver per day, if necessary.

11	Extra Hour Service Rate
	State extra hour service rate (time overage) for 40-passenger bus with driver.

12	Holdover Charge
	State per hour holdover charge for 40-passenger bus.

1 3	Flat Rate Cancellation Fee State your flat rate cancellation fee with less than 24-hour notice for a 40-passenger bus.
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1 4	Charter Transportation, 40-passenger bus State cost per mile for dead-head miles. (
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1 5	Charter Transportation, 40-passenger bus State cost per mile for each charter, if applicable.
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1 6	Charter Transportation, 40-passenger bus State additional cost, if any, for a restroom-equipped vehicle.
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1 7	Charter Transportation, 40-passenger bus State additional cost, if any, for technology package on bus, to include Wi-Fi access, DC outlet, DVD accessibility. (
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1 8	Charter Transportation, 40-passenger bus State day rate, if applicable.
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1 9	Charter Transportation, 40-passenger bus State charge for day rate, out of town only, if applicable. <hr/> <hr/> <hr/>
2 0	Charter Transportation, 40-passenger bus State minimum hours charge, if applicable. <hr/> <hr/> <hr/>
2 1	Charter Transportation, 40-passenger bus State one-way transfer charge, if applicable. <hr/> <hr/>
2 2	Charter Transportation, 40-passenger bus State cost for each additional bus needed in conjunction with any trip requested, if any. <hr/> <hr/> <hr/>
2 3	Charter Transportation, 40-passenger bus. State charge for each additional hour over minimum hours for transfer charge. <hr/> <hr/> <hr/>
2 4	Charter Transportation, 40-passenger bus. State hourly rate for 40-passenger bus with driver, if applicable. <hr/> <hr/>