



Truman State University
 McClain Hall 106
 100 E. Normal Ave.
 Kirksville, MO 63501
 Phone: (660) 785-4326
 Email: lthrasher@truman.edu

REQUEST FOR PROPOSALS (RFP) – MAY 10, 2022
PROJECT SP23-09 CHARTER MOTOR COACH TRANSPORTATION

Submittals from minority, women and disadvantaged business enterprises are encouraged.

SUBMITTAL DEADLINE 2:00pm Central Time Thursday, May 26, 2022 DELIVERY BY MAIL	SUBMIT One (1) Electronic copy via email or thumb drive DELIVERY BY HAND
Truman State University Attn: Laura Thrasher, 106 McClain Hall 100 East Normal Ave Kirksville, MO 63501	Truman State University Purchasing Department 106 McClain Hall (corner of Franklin and Normal)

Truman State University (Truman) is requesting proposals from qualified vendors to provide charter motor transportation services for group travel, including athletic team travel. Proposals are to be delivered to the Purchasing Department at Truman until 2:00 PM CT, May 26, 2022, at which time the names of those vendors submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract.

RFP documents are available at <http://businessoffice.truman.edu/purchasing/bids/OpenBids.asp>. A notification of intent to respond to this RFP is located immediately below. This page must be submitted to notify Truman of your interest in this project and your plan to submit a proposal. This form is also required if you wish to receive (1) answers to questions regarding the RFP and (2) any RFP addenda. RFP addenda will be issued if there is a change to the specifications or closing date/time of this RFP.

INTENT TO RESPOND STATEMENT

___ YES our organization plans to submit a response to this solicitation for proposals:

NO RESPONSE STATEMENT

___ NO our organization is not submitting a response for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> Do not offer this commodity or equivalent | <input type="checkbox"/> Insufficient time to respond |
| <input type="checkbox"/> Schedule would not permit us to perform | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> The project is too small | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> The project is too large | <input type="checkbox"/> Other reasons |

Name of Organization: _____

Contact Name: _____

Contact Address: _____

Contact Phone Number: _____

Contact Email Address: _____

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PART I – OVERVIEW

Founded in 1867, Truman is Missouri’s only selective public liberal arts and sciences university. Truman’s Carnegie classification is Master’s Colleges and Universities (medium programs), and it offers 50 bachelor degree programs, 11 master degree programs and 67 minor programs. Truman is accredited by North Central Association of Colleges and Schools and The Higher Learning Commission. For the 25th year in a row, Truman was recognized as the number one public university in the Midwest Regional category in U.S. News & World Report’s "Best Colleges 2021".

Truman primarily serves full-time undergraduate degree seeking students in a residential environment. Over 86% are Missouri residents with the balance coming from other states and countries. Truman’s academic profile reflects talented scholars with 24 to 30 mid-range ACT composite scores, a high school grade point average of 3.75 and impressive extracurricular records. Over 90% of new freshmen graduated with a 3.25 grade point average and more than 75% ranked in the top 20% of their high school graduating class. In addition to being known as exemplary scholars, Truman students and alumni are known as contributors in their communities, creative problem solvers and goal-oriented professionals. More information about Truman is available at the following website: www.truman.edu

Truman is requesting proposals from qualified vendors to provide motor coach transportation for group travel, including athletic team travel. This RFP contains specific information that must be included in proposal responses.

PART II – SPECIFICATIONS AND VENDOR REQUIREMENTS

Truman seeks a single vendor to provide charter motor coach transportation services primarily to its athletics department. Services will be non-exclusive, and Truman reserves the right to use Truman owned transportation. Transportation services may also be required on an “as needed basis by other Truman departments including, but not limited to, Academics, Music and Theater.

Truman anticipates motor coach transportation services will be required for approximately 50,000 miles annually. Pricing proposals should reflect this anticipated mileage. However, this mileage forecast is provided for informational purposes only. Actual mileage requirements may change, and Truman reserves the right to increase or decrease the number of annual trips and/or mileage requirements without penalty or additional cost. Intra- and inter-state travel will be required. Travel will occur on weekdays, weekends, day and evening hours. Truman reserves the right to request departure points anywhere within its campus.

Truman will not be liable for any other additional costs including, but not limited to, taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, or other similar charges associated with charter motor coach transportation services.

A. Vendor Requirements

A contractual agreement will be awarded to responsible vendor capable of performing the required work. Before award of a contractual agreement, a vendor must show it has the necessary equipment, facilities, experience, abilities, and financial resources to perform the work as specified.

1. The vendor must be able to provide motor coach transportation service for all trips currently scheduled for Truman's academic year as outlined in Exhibit A of this RFP.
2. The vendor will insure that its driver(s) carry a minimum of a current Class B commercial license with a "P" endorsement and abide by current Department of Transportation (DOT) hours of service regulations. Driver(s) must also carry their medical certificate card to validate that the driver has met the DOT physical requirements. The vendor will have available proof of DOT drug testing compliance for all drivers, and this information must be made available to Truman immediately upon request. Driver(s) will be required to stay with the motor coach(s) and provide shuttle service as required.
3. When applicable, the driver's overnight expenses (lodging and meals) will be arranged and paid for by Truman. However, the vendor will be responsible for providing fuel and all incidental costs required for scheduled trips.
4. The vendor will have been actively engaged in providing motor coach transportation services for a period of not less than five (5) years.
5. If a vendor is unable to provide charter transportation for all designated trips, the vendor may
6. subcontract through a comparable motor coach company to provide motor coach transportation services at the contracted rate. The subcontractor's driver and equipment must meet the requirements set forth in this RFP. All subcontracted service will be the financial responsibility of the vendor, not Truman.
7. Vendors must submit the following information as evidence of their qualifications to deliver the services required by this RFP (submit as Exhibit B: Vendor Qualifications):
 - a. Provide a general overview of your organization, including parent and/or subsidiary companies.
 - b. Describe the vendor's experience in providing similar services to other clients.
 - c. Provide the name, title, address, phone number and email address of the vendor's primary contact.
 - d. No less than five (5) customer references with contact, position, phone number and e-mail

B. Fleet Requirements

Truman requires well maintained vehicles. Motor coach exteriors should be clean and straight with minimal corrosion. Motor coach interiors should be clean and in good repair. Motor coach mechanical aspects (engine, rear end, transmission, etc.) must be in good working order and regularly maintained. Motor coaches will have automatic slack adjusters for brakes; kingpins, bushings and air brakes for front axles; functional lights; and tires/wheels in excellent condition. Based on these specifications, proposal responses should include:

1. A schedule of at least ten (10) motor coaches detailed by brand, model production year and capacity (submit as Exhibit C: Fleet Information). Truman reserves the right to inspect the vendor's motor coaches.
2. Recent safety inspections to evidence that the motor coach(s) included in Exhibit C are compliant with DOT and/or Interstate Commerce Commission (ICC) regulations (submit as Exhibit D: Safety Inspections).
3. Confirmation the vendor understands the Americans with Disabilities Act of 1990 (ADA), and that the vendor will supply motor coaches capable of meeting ADA requirements (submit as Exhibit E: ADA Confirmation).
4. All motor coach(s) must be clean, in good working condition and serviced prior to departure.
5. All units will be equipped with following fully functioning features at no extra charge:
 - a. air conditioning and heat
 - b. lavatory
 - c. luggage bays
 - d. reclining seats
 - e. wireless internet services
6. Proposal responses must include a current Motor Carrier Safety Rating Certificate (submit as Exhibit F: Motor Carrier Safety Rating Certificate).

C. Scheduling Requirements

Truman maintains a calendar of trips scheduled for motor coach services. Exhibit A details athletic trips scheduled for the 2022 / 2023 academic year. The vendor will supply the quantities of motor coach units outlined in Exhibit A.

1. Truman may add additional trips during the term of the contractual agreement. Truman will provide the vendor with as much advance notice as possible when additional trips are required. In any case, Truman will inform the vendor of any additional trips at least 48 hours in advance of departure.
2. Truman reserves the right to revise or cancel trips for a scheduled trip reservation at least 24 hours before departure without financial penalty. If Truman fails to provide a cancellation notice at least 24 hours in advance of departure, a flat cancellation fee may be assessed to Truman.

3. Truman reserves the right to revise or cancel trips due to adverse weather conditions with at least four (4) hour notice without financial penalty, and to revise departure and return times, trip intervals and number of trips during adverse weather periods without any additional cost.
4. In the event of charter motor coach malfunction or breakdown, where Truman is required to pick up passengers and return them to Truman's campus because the vendor is unable to provide replacement transportation, the vendor will reimburse all expenses incurred by Truman.
5. Should an urgent or emergency situation arise requiring motor coach transportation services as specified, and the vendor is unable to provide service, then Truman reserves the right to secure such services from other sources to meet its immediate needs without prejudice of the contractual agreement.

D. Insurance Requirements

The vendor will purchase and maintain the following insurance policies:

1. Comprehensive General Liability: Coverage (including products/completed operations liability insurance and broad form comprehensive general liability endorsement or its equivalent) will have minimum limits of \$2,000,000 per occurrence aggregate; and \$1,000,000 per each occurrence for bodily injury, death, or property damage per person. This coverage will be maintained for three (3) years after completion of the contractual agreement if the policy is on a claims made basis.
2. Comprehensive Automobile Liability: Coverage will have minimum limits of \$2,000,000 combine limit per occurrence in the aggregate and \$1,000,000 per each occurrence for bodily injury, death, or property damage per person. This will include owned vehicles, hired, non-owned vehicles and employee non-ownership.
3. Property Insurance: Coverage will be all risk and comprehensive, including coverage for explosion, collapse, and damage in and around facilities. The coverage also should include off-site and in-transit exposures.
4. Worker's compensation insurance as prescribed by the laws of the State of Missouri. Statutory coverage, including employer's liability coverage, with a limit of at least \$500,000.

The vendor will provide Truman with certificates of insurance for all required policies within ten (10) days of award notification naming Truman State University as an additional insured party. Such certificates will provide that Truman be given at least 30 days prior written notice of any cancellation, intention to not renew, or material changes in these policies. Failure to provide, and continue in force, the insurance coverages required above will be deemed a material breach of the contractual agreement resulting in immediate termination of the contractual agreement. Presence of insurance coverage does not relieve the vendor of responsibilities or obligations assumed by the contractual agreement for which the vendor may be liable.

PART III –PROPOSAL, EVALUATION & AWARD

A. Preparation of Proposals

1. It will be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Truman if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from proposing vendors regarding specifications, requirements, competitive procurement process, etc. must be directed to Truman, as indicated on the first page of the RFP. All formal inquiries for significant or material clarification or interpretation, or notification to Truman of errors or omissions relating to this RFP document must be submitted in writing and emailed to Laura Thrasher, Purchasing Buyer, at lthrasher@truman.edu. Submission of questions and subsequent responses will be issued as an addendum to all prospective vendors on file. No addenda will be issued later than 48 hours prior to the time and date scheduled for the receipt of responses except an addendum postponing or withdrawing the RFP. Every attempt will be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of relevant information related to the RFP.
2. Before submitting a proposal, vendors should become thoroughly familiar with all conditions referred to in this document, and any addenda issued before the proposal submission date. Failure to do so will be at the vendor's risk. Such addenda will form a part of the RFP. It will be the vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.
3. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
4. Prices offered will remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices will be affirmed for the specified service agreement period.

5. Only Truman's written response(s) pertaining to this RFP, or an addendum, are valid.
6. Truman reserves the right to modify or cancel this RFP. Such action will be noted as an addendum.

B. Submission of Proposal and Award

1. A proposal submitted by a vendor must (a) include a signed RFP Proposal Certification executed by the vendor's duly authorized representative, (b) contain all information required by the RFP, (c) and be delivered to Truman no later than the exact opening time and date specified in the RFP.
2. A proposal may also be withdrawn or modified by the vendor provided requests are made in writing before the RFP opening date and time. Verbal requests to withdraw or modify a proposal will not be honored.
3. Proposal responses must be returned (with all necessary attachments) to Truman on or before 2:00 PM on Thursday, May 26, 2022. Proposals may be emailed, mailed or delivered in person to the addresses outlined on the first page of this RFP.
4. All data required herein in order for the vendor's proposal to be evaluated and considered for award must be submitted. Failure to submit such data will be deemed a cause for disqualification of a proposal from award consideration. Responses to this RFP should be submitted in the format specified. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered.
5. Contents of any proposal, attachment, and explanation submitted in response to this RFP, except copyrighted material, will become the property of Truman. All copyrighted material must be clearly marked.
6. If your proposal contains any information you consider to be proprietary, you must place it in a separate envelope or file if e-mailed and mark it "Proprietary Information". Truman is the final authority as to the extent of material considered proprietary or confidential. Pricing information cannot be considered proprietary.
7. Truman reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when Truman determines that it is in their best interest to do so. Truman also reserves the right to hold all proposals for a period of up to three (3) months after the opening date.
8. After the initial screening process, those vendors whose proposals are selected for further consideration may be asked to make a presentation to Truman's selection committee to answer questions in advance of the final selection. Vendors selected to make a presentation will be contacted to schedule a presentation. The person who will be directly responsible for servicing the account will be present at this presentation. Vendors are cautioned not to contact Truman employees concerning this RFP during the evaluation process.
9. Truman reserves the right to consider historic information and fact, whether gained from the vendor's proposal response, question and answer conferences, references, or any other source, in the evaluation process. Truman reserves the right to take such steps as it deems necessary to determine the ability of a vendor to perform the work, and each vendor will furnish to Truman such information and data for this purpose as it may request. Truman reserves the right to reject any proposal response where an investigation, or consideration of the information submitted by such vendor, does not satisfy Truman that the vendor is qualified to properly carry out the terms of these specifications. It is the vendor's sole responsibility to submit information related to the evaluation categories, and Truman is under no obligation to solicit such information if it is not included with the vendor's proposal response. Failure of the vendor to submit such information may cause an adverse impact on the evaluation of the vendor's proposal. Pursuant to Section 610.021 RSMo, proposals will not be available for public review until after a contractual agreement is executed or all proposals are rejected. Truman will notify RFP respondents of the vendor whom has been selected to perform these services. Any award protest must be received within 10 days after the date of notification of award in accordance with the statute.

D. Proposal Opening

1. Proposal openings are public on the opening date and time specified on the RFP document. Only the names of the RFP respondents will be read at the opening. Proposal content will not be disclosed.
2. It is the vendor's responsibility to deliver the proposal to Truman by the opening date and time.
3. Proposals not received by Truman by the opening date and time will be late. Regardless of the degree of lateness or the reason, including causes beyond the vendor's control, late proposals will not be opened.

F. Evaluation / Award

1. Any clerical error, apparent on its face, may be corrected by Truman before the contractual agreement award. Upon discovering an apparent clerical error, Truman will contact the vendor and request written clarification of the intended proposal. The correction will be made in the notice of award. Examples of apparent clerical errors are: (a) misplacement of a decimal point and (b) obvious mistake in designation of unit.

2. Any pricing information submitted by a vendor, but not reflected on the pricing page, will be subject to evaluation if deemed to be in Truman's best interest.
3. Awards will be made to the vendor whose proposal complies with the requirements of the RFP as outlined in Part II, and is the lowest and the best proposal considering:
 - a. Vendor qualifications, prior experience and demonstrated ability, performance record and quality of work.
 - b. Customer references and recommendations based on similar engagements.
 - c. Pricing for all aspects of the requirements specified in this RFP (submit as Exhibit G: Pricing).
 - d. All other evaluation criteria specified in the RFP and any subsequent negotiations.
4. In the event all RFP respondents fail to meet the same mandatory requirement in an RFP, Truman reserves the right, at its sole discretion, to waive that requirement for all proposals and to proceed with the evaluation.
5. Truman reserves the right to waive any minor irregularity or technicality found in any individual proposal.
6. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there will be no disclosure of any information submitted by competing vendors.
7. Any award of a contractual agreement will be made by written notification from Truman to the vendor. Truman also reserves the right to make multiple awards.
8. Truman reserves the right to request written clarification of any portion of a vendor's response in order to verify intent. However, vendors are cautioned their response may be accepted without further clarification.
9. Missouri Preference Executive Order: Proposals are being sought from Missouri and out-of-state companies. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Executive Order 03-27 states Missouri state government agencies will purchase a Missouri product unless it is determined that the value (including, but not limited to price, performance and quality) of the Missouri product does not meet the needs of the user. In assessing value, Truman may consider the economic impact to the State of Missouri for Missouri products versus the economic impact if products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations. Vendors must provide the following information as it relates to this RFP:
 - a. A description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - b. A description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - c. A description of the vendor's economic presence with the State of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; other including Missouri employee statistics).
 - d. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the vendor must disclose such fact and provide details with their proposal.
 - e. MBE/WBE Certification. In accordance with Executive Order 98-21, vendors are encouraged to utilize certified minority and women-owned business in selecting other appropriate resources. Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification issued by the Missouri Offices of Administration and Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please outline your vendor's qualification in the proposal response.

PART IV – CONTRACTUAL AGREEMENT

A. General Terms and Conditions

1. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
2. The contractual agreement between Truman and the vendor will consist of (1) RFP and any addendums thereto, and (2) the proposal submitted by the vendor in response to this RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP will govern. However, Truman reserves the right to clarify any relationship in writing with the concurrence of the vendor and such written clarification will govern in case of conflict with the applicable requirements stated in this RFP or the vendor's proposal response. In all other matters not affected by the written clarification, if any, the RFP will govern. The vendor is cautioned that its proposal will be subject to acceptance by Truman without clarification.
3. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the vendor must receive a properly authorized contractual agreement and/or purchase order.

4. The contractual agreement expresses the complete agreement of the parties and performance will be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal addendum signed and approved by and between the duly authorized representatives of the vendor and Truman or by a contractual agreement change order prior to the effective date of such modification. The vendor understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, will be used or construed as an addendum/change order to the contractual agreement.
5. The term of the contractual agreement will be for (1) year commencing July 1, 2022 through June 30, 2023. The contractual agreement will have renewal options for four additional one (1) year periods, with the last available renewal period commencing on July 1, 2026 and ending on June 30, 2027. Either party to the contractual agreement may choose to not exercise a renewal term by giving the other party written notice at least sixty (60) days prior to the end of the current contractual term.
6. The vendor will not sell, convey, transfer, mortgage or assign any interest in the contractual agreement, either in whole or in part, nor any of its rights, title, interest or privilege without Truman's prior written consent.
7. Neither party will be held responsible for any losses resulting if the fulfillment of any terms or provisions of this agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
8. The parties to this agreement stipulate that Truman State University and Truman State University Foundation, their departments, agencies, boards and commissions will be indemnified and held harmless by the vendor for the vicarious liability of Truman as a result of entering into this agreement. However, the parties further agree that Truman, its departments, agencies, boards and commissions will be responsible for their own negligence. Each party to this agreement is responsible for their own negligence.
9. The vendor represents itself to be an independent contractor offering such services to the general public and will not represent itself or its employees to be an employee of Truman. The vendor will assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify Truman against all loss; cost (including attorney fees); and damage of any kind related to such matters.

B. Applicable Laws and Regulations

1. The contractual agreement will be construed according to the laws of the State of Missouri. The vendor will comply with all local, state, and federal laws and regulations related to the performance of the agreement.
2. To the extent that a provision of the contractual agreement is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions will be void and unenforceable. The balance of the contractual agreement will remain in force unless terminated by consent of both the vendor and Truman.
3. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Data obtained through this consulting process must be handled as confidential and may not be shared with other vendors who may want to do business with Truman without Truman's prior written approval. Any future business with Truman will be obtained through a proposal process.
4. The vendor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
5. The vendor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
6. In connection with the furnishing of equipment, supplies, and/or services under the contractual agreement, the vendor will comply with all applicable requirements of the Americans with Disabilities Act (ADA).

C. Conflict of Interest

1. Truman's officials and employees, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
2. Vendors agree they presently have no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance of the services hereunder. Vendors further agree that no person having any such known interest will be employed, directly or indirectly, in the contractual agreement.
3. Vendors will not provide any pre-requisites, favors, or gifts to Truman employees intended to curry favor with specific persons or which incur expenses to be borne by Truman. Vendors will not attempt to gain appreciation from any group of employees other than providing the highest quality services possible.

D. Remedies and Rights

1. No provision in the contractual agreement will be construed as a waiver by Truman of any existing or future right and/or remedy available by law in the event of any claim by Truman of the vendor's default or breach of the contractual agreement.
2. The vendor agrees and understands that the contractual agreement will constitute an assignment by the vendor to Truman of all rights, title and interest in and to all causes of action that the vendor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the vendor in the fulfillment of the contractual agreement with Truman.

E. Cancellation

1. In the event of material breach of contractual obligations by the vendor, Truman may cancel the contractual agreement. At its sole discretion, Truman may give the vendor an opportunity to cure the breach or to explain how the breach will be cured. The cure must be completed within 10 working days from notification.
2. If the vendor fails to cure the breach, or if circumstances demand immediate action, Truman will issue a notice of cancellation terminating the contractual agreement immediately.
3. If Truman cancels the contractual agreement for breach, Truman reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contractual agreement from other sources and upon such terms and in such manner as Truman deems appropriate and charge the vendor for any costs incurred.
4. The vendor agrees that funds required to fulfill the contractual agreement must be appropriated by the Missouri General Assembly for each fiscal year included in the contractual agreement term. The contractual agreement will not be binding on Truman for any period in which funds have not been appropriated, and Truman will not be liable for any costs associated with termination caused by lack of appropriations.
5. Upon filing for bankruptcy or insolvency proceeding by or against the vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the vendor must notify Truman immediately. Truman reserves the right to either cancel the contractual agreement or affirm the contractual agreement and hold the vendor responsible for damages.

F. Invoicing and Payment

1. A separate purchase order will be issued for each trip chartered as a result of this RFP. In the case of Athletics, a standing purchase order will be issued for each sport. Trips will not be scheduled or taken without the vendor receiving a purchase order from Truman's Purchasing Department.
2. Each invoice will be accompanied by a copy of the trip ticket (with a purchase order number noted). Invoices should clearly indicate the type and size of motor coach used for the trip, the pick-up locations, the destination points involved, the date of the trip and the signature of the authorized Truman employee who acknowledged the motor coach service(s) were provided. Truman prefers invoices be delivered by email to procurement@truman.edu. Subcontractor payments will be the responsibility of the vendor, not Truman.
3. Truman does not pay state or federal taxes unless otherwise required under law or regulation.
4. Payment for all equipment, supplies, and/or services required herein will be made in arrears. Truman will not make any advance deposits unless specifically addressed in the contractual agreement.
5. Truman assumes no obligation for equipment and/or services provided in excess of the quantity ordered. Any unauthorized quantity is subject to Truman's rejection and will be returned at the vendor's expense.
6. Invoices for services purchased by Truman will be subject to late charges provided in Section 34.055 RSMo.

G. Communication, Notices and Documentation

1. Any written notice to the vendor will be deemed sufficient when deposited in the United States mail postage prepaid, emailed by an authorized Truman representative, or hand-carried and presented to an authorized employee of the vendor at the vendor's address listed in the contractual agreement.
2. Materials developed or acquired by the vendor as a requirement specified in the contractual agreement will become Truman property. Materials that may reveal names or identification numbers of individuals or corporate entities, if not returned to Truman, must be destroyed to keep such information confidential. No materials prepared, as required by the contractual agreement, will be released to the public without Truman's written consent.
3. All books, accounts, reports, and other reports relating to this agreement will be subject to inspection and audit by the Truman State University Board of Governors or Truman's external auditor for five (5) years after completion of this agreement. Vendor will deliver such records to Truman upon request.

PART V: TRUMAN STATE UNIVERSITY PROPOSAL CERTIFICATION

The vendor certifies it is authorized to obligate the represented vendor and further agrees with all terms, conditions, and requirements of Truman’s request for proposal (RFP). The vendor further certifies the responses and resulting proposal to Truman’s RFP are true and accurate.

In submitting a response to Truman’s RFP, the vendor understands that Truman retains the right to reject any and all proposals and to waive irregularities and informalities therein, and to award the contractual agreement in the best interests of Truman. It is also understood that proposals may not be withdrawn for a period of 30 days after the date and time set for the receipt of proposals. The vendor hereby affirms:

- (1) That I am the vendor (if the vendor is an individual), a partner in the vendor (if the vendor is a partnership), or an officer or employee of the vendor having authority to sign on its behalf (if the vendor is a corporation);
- (2) That the proposal has been arrived at by the vendor independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the RFP designed to limit independent competition;
- (3) That the contents of the proposal has not been communicated by the vendor or its employees or agents to any person not an employee or agent of the vendor or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
- (4) That the vendor has fully informed itself regarding the accuracy of the statements made in their/its response.
- (5) The vendor is registered with and maintains good standing with the Secretary of State of Missouri, as may be required by law or regulation.
- (6) The undersigned certifies that the vendor (check one) _____ IS or _____ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify Truman of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with this RFP document, Project No. SP23-09 Charter Motor Coach Transportation, and after carefully reviewing all the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such services in accordance with the specifications of this RFP.

Authorized Signature

Date

Print Name

Title

Company

Federal Tax ID No.

Address

Telephone Number

Email

Website

EXHIBIT A: CHARTER MOTOR COACH SCHEDULE FOR 2022 – 2023 ATHLETIC SEASON

Fall Sports

Football (5-6 trips annually 2 - 55 to 56 passenger buses)

Sept 10	Rapid City SD	South Dakota Mines	2 Buses \$ _____
Sept 17	Hillsdale MI	Hillsdale College	2 Buses \$ _____
Oct 1	OPEN		2 Buses \$ _____
Oct 22	Liberty, MO	William Jewell University	2 Buses \$ _____
Oct 29	Quincy IL	Quincy University	2 Buses \$ _____
Nov 12	Indianapolis IN	Indianapolis University	2 Buses \$ _____

Women’s Volleyball (1 - 40 or 48 passenger)

TBD – 1-2 trips 1 Bus \$ _____

Women’s Soccer (1 - 40 or 48 passenger)

TBD – 1-2 trips 1 Bus \$ _____

Men’s Soccer (1 - 40 or 48 passenger)

TBD – 1-2 trips 1 Bus \$ _____

Winter Sports

Men’s Basketball (1 - 40 or 48 passenger)

TBD – 1-2 trips 1 Bus \$ _____

Women’s Basketball (1 - 40 or 48 passenger)

TBD – 1-2 trips 1 Bus \$ _____

Men’s & Women’s Swimming (40 or 48 passenger)

TBD – 1-2 trips 1 Bus \$ _____

Men’s & Women’s Indoor Track (40 or 48 passenger)

TBD – 1-2 trips between January - May

Spring Sports

Men’s & Women’s Indoor Track (40 or 48 passenger)

TBD – 1-2 trips between February – May

Softball

TBD – 1-2 trips between February – May

Baseball

TBD – 1-2 trips between February – May

Additional trips may be scheduled based on other events opportunities such as postseason tournaments, educational conferences, musical performances etc.

VENDOR PREPARED EXHIBITS:

EXHIBIT B: VENDOR QUALIFICATIONS

1. Provide a general overview of your organization, including parent and/or subsidiary companies.
2. Describe the vendor’s experience in providing similar services to other clients.
2. Provide the name, title, address, phone number and email address of the vendor’s primary contact.
4. No less than five (5) customer references with contact, position, phone number and e-mail

EXHIBIT C: FLEET INFORMATION

A schedule of at least ten (10) motor coaches detailed by brand, model production year and capacity

EXHIBIT D: SAFETY INSPECTIONS

Recent safety inspections to evidence that the motor coach(s) included in Exhibit C are compliant with Department of Transportation and/or Interstate Commerce Commission (ICC) regulations.

EXHIBIT E: ADA CONFORMANCE

A statement confirming the vendor understands the Americans with Disabilities Act of 1990 (ADA), and that the vendor will supply motor coaches capable of meeting ADA requirements.

EXHIBIT F: MOTOR CARRIER SAFETY RATING CERTIFICATE

Include a current Motor Carrier Safety Rating Certificate.

EXHIBIT G: PRICING

Prices shall be provided on the following basis:

1. Minimum Charge Per Mile
2. Minimum Daily or Hourly Rate
3. Extra driver charges may be determined on a per mile, per day or per hour basis.
4. Respondents will indicate if they will charge the higher or lower of the Day/Hourly Rate vs. the Mileage Rate.

Pricing shall be provided for each type of vehicle as follows:

<u>Charter Passenger Size</u>	<u>Cost Per Mile</u>	<u>Day Rate</u>	<u>Hourly Rate</u>
24-36 passenger	\$ _____	\$ _____	\$ _____
47-49 passenger	\$ _____	\$ _____	\$ _____
54-or more passenger	\$ _____	\$ _____	\$ _____
Extra Driver Rate:	\$ _____	\$ _____	\$ _____

Respondents shall indicate if they will charge the higher or lower of the Day/Hourly Rate vs. Mileage Rate, check one below.

Vendor will charge the _____ Higher _____ Lower price of Hourly/Day Rates vs. Mileage Rate

Cancellation Flat Rate Fee:

Less than 24-hour notice: \$ _____

Before leaving terminal: \$ _____

On the Job: \$ _____

Vendor’s price per mile may be adjusted for changes in diesel fuel pump prices. The base fuel price will be \$5.329 as taken from the Department of Energy EIA Retail On-Highway Diesel Price Index for the Midwest Region dated May 2, 2022. This index is updated weekly and may be accessed online at: <http://www.eia.gov/petroleum/gasdiesel/>. Date of departure will be used to determine fuel price index for price adjustments, when applicable. Departure date must be indicated on all invoices. Truman will not automatically make price adjustments when invoiced.