



TEXAS SOUTHERN UNIVERSITY

## REQUEST FOR PROPOSAL

# CAMPUS SHUTTLE BUS SERVICES

RFP # 717-25-715

DEADLINE FOR SUBMITTAL:

11:00 a.m., Central Standard Time, Thursday, March 13, 2025

*(Proposals received after the date and time specified will not be accepted)*

Texas Southern University  
**PROCUREMENT SERVICES**

Attn: Sceffers Ward  
3100 Cleburne Street  
Mack O. Hannah Hall, Suite 333  
Houston, Texas 77004 - 4598

## **Section 1 - General Information & Requirements**

- |      |  |      |  |
|------|--|------|--|
| 1.1  | General Information  | 1.13 | Sales and Use Taxes  |
| 1.2  | Contract Term  | 1.14 | Certification of Franchise Tax Status                      |
| 1.3  | Clarifications and Interpretations                           | 1.15 | Prevailing Minimum Wage Rate Determination                 |
| 1.4  | Submission of Proposals                                      | 1.16 | Required Notice of Workers Compensation Insurance Coverage |
| 1.5  | Point of Contact   | 1.17 | Disclosure of Interested Parties Statute                   |
| 1.6  | Communication Restrictions                                   | 1.18 | State Registration of Architecture Firms                   |
| 1.7  | Owner's Reservation of Right                                 | 1.19 | State Registration of Engineering Firms                    |
| 1.8  | Acceptance of Evaluation Methodology                         | 1.20 | Vendor Performance   |
| 1.9  | No Reimbursement for Costs                                   |      |  |
| 1.10 | Pre-Submittal Conference                                     |      |  |
| 1.11 | Eligible Offerors  |      |  |
| 1.12 | Historically Underutilized Businesses Submittal Requirements |      |  |

## **Section 2 - Executive Summary**

- |     |                       |     |                             |
|-----|-----------------------|-----|-----------------------------|
| 2.1 | Historical Background | 2.4 | Desirable Services          |
| 2.2 | Mission Statement     | 2.5 | Projects Planning Schedule  |
| 2.3 | Scope of Work         | 2.6 | Criteria and Weighted/Value |

## **Section 3 - Requirements for Statement of Offers**

- 3.1 Offeror's Specifications
- 3.2 Offeror's Timeline of Vehicle Delivery
- 3.3 Offeror's Cost Proposal

## **Section 4 - Format for Statement of Offers**

- 4.1 General Instructions
- 4.2 Page Size, Binding, Dividers, and Tabs
- 4.3 Table of Contents
- 4.4 Pagination

## **Section 5 – Execution of Offers and Attachments**

- 5.1 Execution of Offers and Attachments
- 5.2 Policy of Utilization of Historically Underutilized Business (HUB)
- 5.3 House Bill 1295 (Certificate of Interested Parties)
- 5.4 Student Off Campus Housing Shuttle Services



## SECTION 1 - GENERAL INFORMATION

- 1.1 **SCOPE.** The State of Texas, by and through Texas Southern University (TSU), seeks sealed Proposals to establish a contract with a qualified company that can provide campus shuttle service that is reliable, to provide transportation to campus and back to their off campus residential housing and surrounding areas as indicated in this document, in accordance with the specifications and requirements contained in this Request for Proposal (RFP).
- 1.2 **CONTRACT TERM.** The contract is anticipated to be effective upon signing of a contract and continue for an initial term of one (1) year from the date of commencement of services. After the expiration of the Initial Term, the contract term may be extended twice with each extension not exceeding one (1) year, provided both parties agree in writing to do so, prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes. Texas Southern University reserves the right to negotiate modification of contract terms and schedules as necessary.
- 1.3 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be posted by the Owner as an addendum on the Electronic State Business Daily (ESBD) website at <https://www.txsmartbuy.com/esbd>. It is the responsibility of all offerors to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due as part of the RFP, and respondents shall acknowledge receipt of and incorporate each addendum in its Proposals.
- 1.3.1 All inquiries shall be submitted in writing (in Word format) via email to Mr. Sceffers Ward at [sceffers.ward@tsu.edu](mailto:sceffers.ward@tsu.edu) by **12:00 noon Central time on Tuesday, February 25, 2025.**
- 1.3.2 Offerors shall consider only those clarifications and interpretations that the Owner issues by addenda five (5) business days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Proposals.
- 1.4 **SUBMISSION OF OFFERS**
- 1.4.1 **Deadline and Location:** The Owner will receive Proposals at the time and location described below.
- Tuesday, March 11, at 11:00am**
- Physical Address for Courier Delivery:**
- Texas Southern University**  
3100 Cleburne Street  
Hannah Hall, Suite 333  
Houston, Texas 77004 - 4598  
Attn: Mr. Sceffers Ward

or



**TSU Post Office** - Texas Southern University Post-Office. You may find the exact location for the Post Office (Bldg. #106\_PO) on the campus map.

<http://www.tsu.edu/about/campus/pdf/tsu-campus-map.pdf>

The submittals should be packaged tightly with a business card affixed. A TSU representative will be in place to monitor the deliveries the day of the closing. If you have any questions, please mail the Texas Southern University contact stated in the bid. Thank you for cooperating with this request.

- 1.4.2 Offeror must submit one (1) original and five (5) identical copies of the Proposals and one (1) PDF copy on a flash drive. An original signature must be included on the "Respondent's Statement of Qualifications and Ability to Undertake the Project" document submitted with each copy.
  - 1.4.3 Offeror must submit one (1) original and one (1) copy of the HUB Subcontracting Plan ("HSP") as separate attachments to the Proposals as described in Section 5.2.
  - 1.4.4 **LATE PROPOSALS WILL NOT BE ACCEPTED.**
  - 1.4.5 The Owner will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
  - 1.4.6 Properly submitted Proposals will not be returned to offerors.
  - 1.4.7 Proposals materials must be enclosed in a sealed envelope (box or container) addressed to the Point of Contact person; the package must clearly identify the submittal deadline, the RFP number, and the name and return address of the offeror.
- 1.5 **POINT OF CONTACT:** The Owner designates the following person, as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.
- Mr. Sceffers Ward, Director of Procurement Services  
Texas Southern University  
3100 Cleburne Street  
Houston, TX 77004  
713-313-7887  
E-mail: [sceffers.ward@tsu.edu](mailto:sceffers.ward@tsu.edu)
- 1.6 **COMMUNICATION RESTRICTIONS:** Offerors may communicate only with the Point of Contact and no other person regarding this RFP or concerning matters related to it. **Failure to comply with these requirements and communications with other than the Point of Contact may result in disqualification of a response.**
- 1.7 **OWNER'S RESERVATION OF RIGHTS:** The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to reject any and all Proposals and re-solicit for new Proposals. The Owner makes no representations, written or oral, that it will enter into any form of agreement with any offeror to this RFP for the Project, and no such representation is intended or should be construed by the issuance of this RFP.

- 1.7.1 Offeror understands and agrees that this RFP and any subsequent contract ensuing from this solicitation is contingent upon the approval by the Owner and/or Texas Southern University's Board of Regents. Offeror understands and agrees that Owner has made no representation, written or oral, that any such approvals will be obtained. If any such approvals are not obtained, offeror understands and agrees that this RFP and any subsequent agreement ensuing from this solicitation will be null, void, and of no effect.

**COMMODITY CODE**

The NIGP / State of Texas commodity codes for this solicitation: 556-20, 556-50, 556-70, 961-13.

- 1.8 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Proposal in response to this RFP, offeror accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.
- 1.9 **NO REIMBURSEMENT FOR COSTS:** Offeror acknowledges and accepts that any costs incurred from its participation in this RFP process shall be at the sole risk, expense, and responsibility of the offeror.
- 1.10 **PRE-SUBMITTAL CONFERENCE / WALKTHROUGH:** No meetings are necessary
- 1.11 **ELIGIBLE OFFERORS:** Only individual firms or lawfully formed business organizations may apply (This does not preclude an offeror from using consultants.) The Owner will contract only with the individual firm or formal organization/partnership that submits a Proposal.
- 1.12 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses ("HUB") in all contracts. Accordingly, Texas Southern University has adopted Section 5.2 Policy on Utilization of Historically Underutilized Businesses. This policy applies to all contracts with an expected value of \$100,000 or more. If Texas Southern University determines those subcontracting opportunities are probable, then a HUB subcontracting plan is a required element of the Proposal. Failure to submit a required HUB Subcontracting plan will result in rejection of the Proposal.
- 1.12.1 Statement of Probability: Owner has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, an HSP is required as a part of an offeror's Proposal.
- 1.12.2 The HUB Subcontracting goal for the RFP is **21%** for **purchase of Campus Shuttle Bus Services**. Offerors are expected to make a good faith effort to meet this goal. The HSP may be prepared by the Offeror with all of the sub-consultants.
- 1.12.3 Refer to the Owner's Policy on the Utilization of Historically Underutilized Businesses ("HUB Policy"), for a detailed list of attachments required with the Proposal.

- 1.12.4 The "Statement of Probability" determines the probability for subcontracting opportunities. This determination will clarify which statements, detailed in Figure 1, will be required to be completed and returned.
- 1.12.5 For information regarding Texas Southern University's HUB Program and HUB Subcontracting opportunities, please contact Mr. Sceffers Ward, HUB Coordinator, [sceffers.ward@tsu.edu](mailto:sceffers.ward@tsu.edu).
- 1.13 **SALES AND USE TAXES:** Section 151.311, Tax Code, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include Texas Southern University. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."
- It is the responsibility of the Offeror to incorporate allowable tax savings into its Proposal.
- 1.14 **CERTIFICATION OF FRANCHISE TAX STATUS:** Offerors are advised that if successful it will be required to submit certification that it is not delinquent in the payment of any franchise tax status due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state legal entity and not subject to the Texas Franchise Tax, whichever is applicable. The Offeror further agrees that each subcontractor and supplier under contract will also provide an appropriate certification of franchise tax status.
- 1.15 **PREVAILING MINIMUM WAGE RATE DETERMINATION:** Offerors are advised that the Texas Prevailing Wage Law applies to this Project will be administered in accordance with the policies and procedures set forth in Texas Southern University's document, entitled "Prevailing Wage Guidelines." A copy is attached to the Special Conditions.
- 1.16 **REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE:** Section 406.096, Texas Labor Code, and the rules of the Texas Workers' Compensation Commission, require workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity.
- 1.17 **DISCLOSURE OF INTERESTED PARTIES STATUTE:** In its proposal, Offerors must agree to comply with Section 2252.908, Texas Government Code ("Disclosure of Interested Parties Statute") and 1 Texas Administration Code Sections 46.1 through 46.3 ("Disclosure of Interested Parties Regulations") as implemented by the Texas Ethics Commission ("TEC"), including, among other things, providing the TEC and University with the information required by the Disclosure of Interested Parties Statute and the Disclosure of Interested Parties Regulations on the form promulgated by the TEC and set forth in APPENDIX EIGHT. The form will be required to be submitted to Owner prior to the countersigning of the final agreement and not submitted with this RFQ.

- 1.18 **STATE REGISTRATION OF ARCHITECTURE FIRMS:** Offerors are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. The Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.
- 1.19 **STATE REGISTRATION OF ENGINEERING FIRMS:** Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation, or joint stock association.
- 1.20 **VENDOR PERFORMANCE:** In accordance with Texas Government Code, 2155.074 and 2155.75, vendor performance may be used as a disqualification factor in the award. Vendor performance information on the Controller of Public Accounts web site may be accessed at: [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/). The Owner may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), the Owner may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, the Owner may initiate such examinations of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of the Owner, and any negative findings, as determined by the Owner, may result in non-award to the Offeror.

End of Section I



## SECTION 2

### UNIVERSITY BACKGROUND / SCOPE OF WORK

#### 2.1 HISTORICAL BACKGROUND

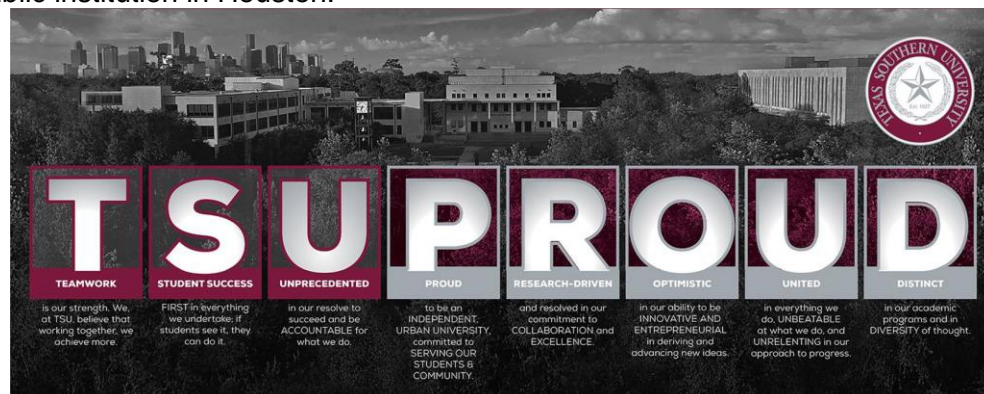
Texas Southern University (“TSU”) is an elite, Carnegie R2 Institution and proud to be the premiere producer of diversity for building a talent strong Texas. The Owner one of the largest Historically Black College/University (“HBCU”) in the nation and destined to become the first HBCU with the coveted Carnegie R1 status.

Since its founding in 1927, TSU has evolved from its origins as a small junior college into an elite, nationally competitive, Texas Southern is proud to be one of 11 HBCU's designated as a Doctoral University of High Research Activity (R2) by The Carnegie Classification of Institutions of Higher Education. Recognized for not only its research, TSU has demonstrated a commitment in every facet of university life from academics to athletics. Texas Southern University currently offers more than 120 undergraduate and graduate programs and concentrations at the baccalaureate, graduate-master, graduate-doctoral, and professional level. These programs are organized into 11 colleges and the campus is situated on more than 150-acres of land in the heart of Houston's historic Third Ward community.

As the institution celebrates 95 years of providing learners with social and upward mobility through education, the administration has paid tribute to its rich past, while celebrating its present state, and envisioning its future.

Currently, Texas Southern University enrollment is approximately 8,000 students. The institution is currently finalizing a new strategic plan for the campus community. Preliminary strategies and goals contemplate the institution moving to 10,000 students by 2025 and 15,000 students in fall 2030.

Texas Southern University is committed to transforming lives and achieving unprecedented success at an accelerated pace. The Board of Regents, President, Administration, Faculty, and Staff live the mission of TSU everyday through their respective commitment to the students. Texas Southern University is PROUD to be the first public institution in Houston.



## **2.2 MISSION STATEMENT:**

Texas Southern University is a comprehensive research, teaching, and public service institution whose mission is the advancement of knowledge and the pursuit of excellence. The University is committed to ensuring equality, by offering innovative programs that are responsive to its urban setting, and transforming diverse students into lifelong learners, engaged citizens, and creative leaders in their local, national, and global communities.

## 2.3 SCOPE OF WORK

### 2.3.1 SPECIFICATIONS

#### PART 1 GENERAL INFORMATION & SUMMARY – BID REQUIREMENTS

Texas Southern University (TSU) invites interested parties to submit proposals for the purpose to provide detailed descriptions of the services desired from qualified vendors as they pertain to off-campus housing shuttle services for Texas Southern University. The purpose of this Request for Proposal (RFP) is the intent to obtain a shuttle bus services to transport our students to and from off-campus housing properties to the Texas Southern University campus. Please see the specifications below:

The aircraft will need to encompass the following Requirements and Preferences:

##### Statement of Work

Texas Southern University (TSU) is soliciting bids for **Student Off Campus Housing Shuttle Services**.

It is the intention of TSU to obtain Student Bus Shuttle Services to provide transportation to campus and back to their out campus residential housing and surrounding areas as indicated in this document.

#### 1. Services

##### A. Student Shuttle Services

The awarded vendor will provide student shuttle services starting October 17, 2025 and ending May 15, 2026, for academic year 2025/2026. The shuttle will be operational from 6 AM to 1 AM to and from TSU campus. See route in Appendix 2

▪ Off Campus Sites	No. of Students
a) Cullen Oaks Apartments 4600 Cullen Blvd, Houston, TX 77004	348
b) The Icon – Premium Student Living 3509 Elgin St Houston TX 77004	712

#### 2. Shuttle Service Requirements

##### A. Minimum Vehicle and Equipment Requirements

- 1) All vehicles shall be ADA compliant and capable of comfortably seating a minimum capacity of Twenty-three (23) passengers in fully padded seats when a wheelchair is not aboard. All ADA compliant vehicles shall be capable of comfortably

- seating a minimum capacity of (20) passengers with a wheelchair in place.
- 2) Each vehicle will display in the front window, side, and rear an LED route designation sign that designates which Shuttle Bus Number is being run by that vehicle.
  - 3) All vehicles shall have interior lighting, and a full range of front, side and rear LED route designation signs.
  - 4) Proposer will be required to provide information on the proposed seating arrangements. Seating is to be fully padded and vandal-resistant transit seating.
  - 5) All vehicles shall be equipped with a (GPS). The GPS system is to assist the contractor and University in determining which routes are on-schedule and which are late. The GPS system will provide timestamps whenever vehicles arrive and depart designated shuttle stop locations. The GPS System shall be able to provide exportable activity reports that detail arrival and departure times from shuttle stop locations. The GPS System shall have alerts for speeding and prolonged stops as well as a Geo-fence feature that sends alerts when the equipment travels outside assigned territory or crosses into restricted zones. The GPS System should be viewable via a website so that students and staff can log-on to the site and see where a shuttle is at any time and have an app for mobile users.
  - 6) Contractor will pay penalties for early, late and/or no service as will be determined by the reports provided by the Global Positioning System (GPS) system installed on every vehicle.
  - 7) All vehicles shall have properly functioning HVAC systems. The air conditioning system shall be of sufficient size and capacity to maintain an inside constant temperature of 72 degrees Fahrenheit throughout the vehicle regardless of outside temperature and relative humidity. The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 70 degrees Fahrenheit throughout the vehicle regardless of outside temperature. Failure to provide a vehicle with a proper functioning HVAC system will result in a Contractor being required to pay an amount equal to the Hourly Rate for one (1) revenue hour for each hour during the period starting upon the failure of the HVAC until the vehicle is replaced with another with a functioning HVAC.
  - 8) The University reserves the option to 'wrap' vehicle in University approved advertisements.
  - 9) Contractor will provide a spare vehicle will be required for each bus that is not in service. If one bus is out for maintenance reasons, then one spare replacement vehicle will be required. If contractor foresees at any time that buses will be out of service, then the contractor must have the equivalent number of spare vehicles available. The spare vehicle does not have to be the same make and model of the buses specified in this contract; however, the spare vehicle must meet the minimum capacity of twenty-three (23) passengers seating requirements. If a spare vehicle does not meet the seating requirements of this contract, University will not pay Contractor for any services it provides using that vehicle unless the number of shuttles is increased so that service does not suffer.
  - 10) The University name and logo will need to be displayed on the outside of all vehicles. All artwork will have to be approved by the University Marketing and Communications Department.

**B. Minimum Operators/ Drivers Requirements**

- 1) Continuous possession of a valid Texas Commercial Driver's License for the past three (3) years in compliance with applicable Texas laws and regulations (including Texas Government Code, Section 522 and Texas Administrative Code, Title 37, Chapter 16.)
- 2) Must hold the required license for Class B CDL to operate shuttle bus.

- 3) Must have an accident-free driving record for the last two (2) years.
- 4) No more than two (2) traffic citations for moving violations in the past two (2) years.
- 5) No DWI or DUI convictions.
- 6) No history of misdemeanor convictions (for purposes herein, misdemeanor convictions shall not include Class C [or equivalent level misdemeanors for states other than Texas] misdemeanor convictions that are greater than three years old, other than Class C misdemeanor convictions for theft or assault) or felony convictions and not currently be subjected to outstanding warrants or arrest.
- 7) Must pass all drug screen tests with the Contractor's organization.
- 8) Ability to read, write, and speak English.
- 9) All drivers are to wear a uniform furnished by the Contractor.
- 10) Each driver that operates the vehicle will be required to display a name plate at the front of the vehicle above the windshield that has their first and last name shown.
- 11) All scheduled shuttle breaks need to occur away from the TSU. All vehicles not in service shall display an "Out of Service" message, with all vehicles staging for breaks and lunch occurring away from campus. Bathroom breaks may be taken only at those designated stops with bus stop cut-outs.
- 12) Bus drivers shall not engage in any activities that may distract the driver from operating the vehicle. Such activities may include but are not limited to use cell phones, iPods, texting, while on duty, including use via hands free devices. In addition, smoking while on duty is not permitted. Even under an emergency scenario the driver is responsible for the safety of his/her passengers and vehicle.
- 13) Driver shall verify that everyone entering the bus is a TSU student or employee by viewing the ID badge. Transportation should be denied for any individual who cannot provide a TSU ID badge or has identification for another institution which is not authorized.

**C. Contractor will provide the following services to University:**

- 1) The objectives of this contract are to provide safe, comfortable, dependable and accessible transportation service for the University community in a cost-effective manner, and to provide vehicles sized to meet the demand level of the University.
- 2) Should service hours change at any point in time, Contractor will be notified at least one week in advance of such a change. The University reserves the right to request modified schedules which it deems appropriate in conjunction with the approved Holiday schedule as published by the University.
- 3) Contractor shall provide to University by 7:00 AM each morning via email the following information:
  - a) Out of Service vehicle count / bus number
  - b) Do all drivers have nameplate visible on bus
  - c) Do all drivers have name badge visible on uniform
  - d) Is the bus number identified on each vehicle?
  - e) Are there any route problems?

**D. Performance Standards – Contractor must comply with the below listed performance standards.**

- a) Schedule and perform vehicle maintenance to ensure that all vehicles are operated for at least eight thousand (8,000) miles before experiencing road failure.



- b) Contractor must have an established operator/driver safety program with a continuing goal of maintaining an accident-free company driving record. The University shall provide with written evidence of an unsafe act by a driver while driving a University route or for any other cause which University determines raises concerns about the safety of Contractor's performance under this Agreement. Upon receipt of such evidence, Contractor shall take immediate action to halt such unsafe acts or otherwise resolve such concerns to ensure that Contractor's performance under this Agreement ensures safety.
- c) All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed at least two times per week. Vehicles interiors shall at all times be kept free of exhaust fumes and engine odors.
- d) Vehicles' bodies, frames, and components shall be in sound condition and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal, and local governments. All mechanical, electrical, and hydraulic systems shall always be maintained in proper working conditions.

**E. Programs, Schedules, and Records** – Contractor shall maintain the following programs, schedules, and records.

- a) All training records during the term of the contract for new hires.
- b) Vehicle Preventative Maintenance Program (including scheduling and record keeping system).
- c) Operator/driver Safety Awareness Program (including the company's safety records for the past three (3) years).

Note: Documentation for the above programs, schedules, and records to be provided upon written request of University within ten (10) working days after date of request.

**F. Miscellaneous**

- a) At the option of the University, the Contractor may be required to make additional trips during peak periods of traffic caused by fluctuation in passenger counts. Such additional service will be subject to available equipment. The University shall have the option to implement minor route changes if five (5) days prior notice is given to the Contractor.
- b) Notices to the Contractor that impact service such as additional peak trips or routes shall be given orally by University to the Contractor and shall be confirmed in writing by University within forty-eight (48) hours of the verbal notice.
- c) **Identification** - All vehicles, signage, and operator/driver appearance in connection with transportation service provided under this contractor shall conform to the color, design, graphics, and wording specifications established by university. The Contractor will be responsible for displaying route signs on vehicles in a location that is easily readable by people outside the vehicle.

- d) **Marketing and Public Relations** - The University shall furnish all printed materials required for marketing the shuttle service. The University shall be the exclusive spokesman in connection with transportation service.
- e) **Supervision** - Contractor will provide a full-time account supervisor who is responsible for the daily supervision of contracted service with the University. The University reserves the right to approve the individual assigned as supervisor. The account supervisor responsibilities will include, but are not limited to, monitoring of schedule adherence, reporting and investigation of reckless operation, and on-time route compliance. This supervision will include conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., ID Badge verification, driver safety and passenger relations). The account supervisor is expected to address employee and service performance immediately. If there is an issue with an employee or the performance of equipment, it is expected that the Contractor will have its account supervisor visit to address and correct the issue immediately after the incident. Contractor's account supervisor will also be responsible for responding to and investigating all accidents. The University also reserves the right to conduct similar investigations and adherence checks of its own without notice to ensure Contractor's compliance with the terms of the Agreement. The Contractor's account supervisor will be required to carry either a cell phone or pager so that the University can contact him/her quickly in case of an emergency. The account supervisor should be available daily and check in with designated University individual every morning to update about any service issues.
- f) **Inspection** - The University may inspect the vehicles at any time. All determinations by University as to the appearance, cleanliness and condition of a vehicle shall be final; however, the Contractor shall not be relieved of its duty to maintain the vehicles in a safe and sound condition. All vehicles must be approved by University prior to initiation of service.
- g) **Uniforms** - Contractor shall require that all operators/drivers wear a standard uniform of neat appearance while on duty. The Contractor shall always ensure that the operator's and drivers' appearance present a positive public image while on duty.
- h) **Name Tags / Nameplates** - Contractor shall require that all operators/drivers wear a standard uniform nametag that list both the first and last name of the vehicle operator/driver. Nameplates will also need to be displayed in each shuttle.
- i) **Fuel Surcharges** - The University will not pay any fuel charges or fuel surcharges unless approved in advance by the University. Standard fuel-surcharge should be based off the local diesel fuel prices the week the Agreement is executed. Fuel surcharges should be removed once fuel prices fall below those prices when added.
- j) **Reports** - Contractor will provide University with passenger count data and such other operating data as may reasonably be requested including but not limited to total daily number of boarding's. Data will be provided by Contractor monthly by cumulative totals by hour and day. A Weekly Status Report will be supplied by Contractor to University on the daily statistics, and this report is due on the following Monday of the ending week of service. A Monthly Status Report will be supplied by Contractor on weekly statistics and will be supplied to the University by the 10th day of the following month. Both the weekly and monthly reports will provide boarding data by location, time, and date.
- k) **Performance Reviews** - Annually the University and the contractor will conduct

a performance review of the shuttle bus service. The contractor will produce a written document for evaluation to include but not be limited to the following:

- a. On-time performance
- b. Response to Vehicle Breakdown or Service Disruptions
- c. Missed Trips
- d. Passengers Complaints (additional performance standards may be required)
- e. Passenger satisfaction surveys

#### **Pricing:**

**Pricing must include all equipment, drivers, services, insurance, fuel, and any other expense necessary to fulfill the requirements of each trip. The University will not incur any additional cost above the vendor's stated quotation price**

**Please include the cost of the following fees below.**

**Include average per mileage charges**

**Include all fuel charges and/or surcharges in your bid**

**Include all charges related to the driver.**

#### **1.2 WARRANTY**

Provide all applicable warranty information

**PROJECT PLANNING SCHEDULE:** The Owner anticipates completion of the following key Project planning schedule milestones:

<u>EVENT</u>	<u>DATE</u>
Issue RFP / ESBD Posting Date	February 17, 2025
Deadline for Submission of Questions	February 25, 2025
Response to Questions	Week of February 24 <sup>th</sup>
RFP Submission	March 13, 2025

#### **CRITERIA AND WEIGHT/VALUE:**

Qualifications will be evaluated and ranked in accordance with the following criterion for each building:

<b>Category</b>	<b>Value</b>
CRITERION 1: Shuttle Bus Specification Sheet	35
CRITERION 2: Drivers Qualification and Experience	15
CRITERION 3: Purchase Price (Comprehensive Cost Proposal)	50
<b>Total of Weighted Value</b>	<b>100</b>

End of Section II

## **Section 3 - Requirements for Statement of Proposals**

### **3.1 CRITERIA**

Respondents are expected to submit a Proposal that considers and is responsive to the terms and conditions, specifications, scope of services, requirements, etc.; as well as the evaluation criteria set out in this document. The criteria in which your response will be evaluated are as follows:

Criterion 1 – Shuttle Bus Specification Sheet

Criterion 2 – Drivers Qualification and Experience

Criterion 3 – Purchase Price (Comprehensive Cost Proposal)

### **3.2 CRITERION 1: SHUTTLE BUS SPECIFICATION SHEET**

Respondent must submit a Specification Sheet that provides the following information at a minimum:

1. Model name and year
2. Passengers Capacity
3. Passenger Interior dimensions
4. Length
5. Height
6. Weight
7. List of mishaps / accidents (if any)
8. Current location of the vehicle
9. Include all features of the vehicle

### **3.3 CRITERION 2: DRIVERS QUALIFICATIONS AND EXPERIENCE**

1. Please provide qualifications and experience of drivers. Please thoroughly address your work history / career in transportation. Again, if all this information is already in resume form, please note it.
2. Please provide a minimum of three (3) references. Please include names, email addresses and telephone numbers of each reference so that inquiries can be made.

### **3.4 CRITERION 3: PURCHASE PRICE (COMPREHENSIVE COST PROPOSAL)**

1. For the purposes of this RFP, Texas Southern University will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for Texas Southern University to reject, as non-compliant, a proposal from further consideration
2. Please provide an itemized breakdown of all costs you will charge the University. Please provide a single grand total base bid for the entire project. Please thoroughly list all costs to



the University for the commodities and/or capabilities requested in the RFP.

3. Provide fee schedule and a fee amount that includes a **“NOT TO EXCEED”** statement.

End of Section III

## SECTION 4

### FORMAT FOR STATEMENT OF PROPOSAL

#### 4.1 GENERAL INSTRUCTIONS:

4.1.1 Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

4.1.2 Proposals shall be a **MAXIMUM OF FIFTY (50) PRINTED PAGES**. Also, all information submitted must be placed on a flash capable of hold all information. **No password, encrypted flash drives**. The cover, table of contents, divider sheets, HUB Subcontracting Plan, and Execution of Offer do not count as printed pages. Each bound copy must be in the following order:

- Cover;
- Cover Letter;
- Table of Contents;
- Criteria One: Shuttle Bus Specification Sheet
- Criteria Two: Driver Qualification and Experience
- Criteria Three: Purchase Price (Cost Proposal)
- Execution of Proposal
- Form 1295 Interested Parties
- HUB Subcontracting Plan (HSP)

4.1.3 Hub Subcontracting Plan (HSP) Submittal Requirements: It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Owner has adopted HSP, Refer to website for link to Policy on Utilization of Historically Underutilized Businesses at:

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.

4.1.3.1 HUB Achievement Form

4.1.3.2 **NOTE: The HUB Policy applies to all contracts with an expected value of \$100,000 or more and the HUB Subcontracting Plan is a required element of this request for proposal. Failure to submit a required HUB Subcontracting Plan will result in the disqualification of your RFP response.**

**\*\* A State of Texas HUB plan is required for this solicitation.**

4.1.4 Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed.

4.1.5 Qualifications and any other information submitted by offerors in response to this RFP shall become the property of the Owner.

4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

4.1.7 The Owner makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in Owner's best interest.

4.1.8 Qualifications shall consist of answers to questions identified in Section 3 of the RFP. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer. Separate each section of your proposal by use of a divider sheet with an integral tab for ready reference. Identify the tabs in accordance with the parts under Section, which is to be consistent with the Table of Contents. TAB IDENTIFICATION BY NUMBERS ONLY IS NOT ACCEPTABLE.

4.1.9 Failure to comply with all requirements contained in this RFQ may result in the rejection of the Qualifications.

#### **4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:**

4.2.1 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.

4.2.2 Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Offeror to the questions identified in Section 3 of this RFP will be used by the Owner for evaluation.

4.2.3 Separate and identify each criteria response to Section 3 of this RFP by use of a divider sheet with an integral tab for ready reference.

#### **4.3. TABLE OF CONTENTS:**

4.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part the Proposals.

#### **4.4 PAGINATION:**

4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Offeror is not required to number the pages of the HUB Subcontracting Plan.

4.4.2 TSU will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted

information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type in at least 14-point font.

End of Section 4

## SECTION 5 – EXECUTION OF PROPOSAL AND ATTACHMENTS

### 5.1 EXECUTION OF PROPOSAL:

#### EXHIBIT A

#### EXECUTION OF OFFER

***NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.***

**By signature hereon, Respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Neither Respondent nor the corporation, partnership, or institution represented by Respondent or anyone acting for such respondent, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under 1 TAC § 111.2.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this Proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract May be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract May be terminated and payment withheld if this certification is inaccurate.



Any Proposal submitted under this RFP shall contain the names and social security numbers of person or entity holding at least a twenty-five percent (25%) ownership interest in the business entity submitting the Proposal.

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Under *Government Code* § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas Southern University or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of *Texas Southern University* or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Texas Southern University is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov/SAM/>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal

government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/SAM/>

Under Section 2155.006(b) of the Texas Government Code, a state agency May not accept a Proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five- year period preceding the date of the Proposal or award, has been:

- (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or
- (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the respondent certifies that the individual or business entity named in this Proposal is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFO May be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor May conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

#### ANTI-BOYCOTT ISRAEL VERIFICATION

The Respondent represents that, to the extent this Solicitation constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Respondent (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

## PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38:

- ☐ Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran \*
- ☐ Agricultural products produced or grown in TX
- ☐ Agricultural products and services offered by TX bidders\*
- ☐ USA produced supplies, materials, or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials, including recycled steel
- ☐ Energy Efficient Products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Proposal.

**RESPONDENT (COMPANY):**

**SIGNATURE**

**NAME (TYPED/PRINTED)**

**TITLE:**

**EMAIL ADDRESS:**

**PHYSICAL ADDRESS:**

**CITY/STATE/ZIP:**

**TELEPHONE:**

**FAX:**

**TAX IDENTIFICATION NUMBER:**

**DATE:**

End of Exhibit A

5.2 **POLICY OF UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES**

**(HUB):** It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Owner has adopted its Policy on Utilization of Historically Underutilized Businesses, a copy of which is attached hereto. The Policy applies to all contracts with an expected value of \$100,000 or more. If Owner determines those subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Proposals. Failure to submit a required HUB Subcontracting Plan will result in the rejection of the Proposals.

5.2.1 STATEMENT OF PROBABILITY. Owner has determined that subcontracting opportunities are probable in connection with this solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the Offeror's Proposals. Offeror shall develop and administer a HSP as a part of the Offeror's Proposals in accordance with the Owner's Policy on Utilization of Historically Underutilized Businesses (HUB).

5.2.2 Offeror's HUB Subcontracting Plans must be attached separately in a sealed envelope clearly labeled "HUB Subcontracting Plan" and must have the name of the project and the bid number clearly marked on the outside of the sealed envelope.

5.2.3 Refer to Policy on Utilization of Historically Underutilized Business for a detailed list of attachments required with the HSP available at:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

## **HOUSE BILL 1295 (CERTIFICATE OF INTERESTED PARTIES)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) 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 Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Complete filing instructions are included in this bid, in which this form must be submitted. The link to the form can be located at the following link: <https://www.ethics.state.tx.us/filinginfo/1295/>.

End of Section V

## **STUDENT OFF-CAMPUS HOUSING SHUTTLE SERVICE ROUTE**

Shuttle hour are 6:00 am – 1:00am departing from each complex every 15:00 minutes. During the week each off-campus facility will have a designated bus. Each shuttle bus will have signage so students can easily identify the correct bus for their route. Minimum of 2 buses during the week. Weekend schedule 6:00am – 1:00am with one bus rotation to each Facility with estimate 1 stop/hour weekend intervals are TBD.

Box Link: <https://tsu.box.com/s/hh9df2sl2u1s4bb0l8mbzpwe38po1blg>

End of the solicitation