

	Solicitation Number: CC-0120 Date Issued: 1/29/2020 Procurement Officer: Ryan Henkes Phone: (864) 576-4212 E-Mail Address: rhenkes@spart6.org
	BEST VALUE BID

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DESCRIPTION: **Chorus Trip to Carowinds**

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
MAILING ADDRESS: Spartanburg County School District 6 Attn: Ryan Henkes 1390 Cavalier Way Roebuck, SC 29376	PHYSICAL ADDRESS: Spartanburg County School District 6 Attn: Ryan Henkes 1390 Cavalier Way Roebuck, SC 29376

SUBMIT OFFER BY: **Wednesday, February 12, 2020, 10:00 AM**

(please direct questions to Ryan Henkes rhenkes@spart6.org)

NUMBER OF COPIES TO BE SUBMITTED: **Two (2) copies**

CONFERENCE TYPE: Not applicable DATE & TIME:	LOCATION: District Six Administration Building 1390 Cavalier Way, Roebuck, SC 29376
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AWARD & AMENDMENTS	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.spart6.org/businessservices/currentsolicitations.aspx
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You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of thirty (30) calendar days after the opening date.

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE <small>(business title of person signing above)</small>		
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)
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HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) <hr/> Area Code - Number - Extension Facsimile <hr/> E-mail Address
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PAYMENT ADDRESS (Address to which payments will be sent.) <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address(check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address(check only one)
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ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue

Amendment No	Amendment Issue Date	Amendment No.	Amendment IssueDate	Amendment No.	Amendment IssueDate	Amendment No.	Amendment IssueDate

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)
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MINORITY PARTICIPATION

Are you a South Carolina Certified Minority Vendor? **Yes** _____ **No** _____

If yes, South Carolina Certification # _____

Spartanburg County School District 6 will accept sealed bids for the 2020 Chorus Trip to Carowinds.

All Offerors must submit one (1) original copy and (1) copy of their bid.

Bids will be accepted until 10:00 AM on Wednesday, February 12, 2020.

At that time, each proposal will be opened and the Offeror's name read aloud along with pricing. No other information will be announced at that time.

LATE PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed responses may be mailed or hand-delivered to:

**Spartanburg County School District 6
1390 Cavalier Way
Roebuck, SC 29376**

“Chorus Carowinds 2020”

**Attn: Ryan Henkes
Procurement**

All questions must be emailed to Ryan Henkes at rhenkes@spart6.org.

I. SCOPE OF THE SOLICITATION

Spartanburg School District Six (SCSD6) invites responsible travel companies to submit a sealed bid to provide all accommodations for a 1 day trip: to Carowinds (Charlotte, NC). It is the intent of Spartanburg County School District Six to award this contract for the duration of the trip specified in this solicitation.

II. INSTRUCTIONS TO OFFERORS – GENERAL INSTRUCTIONS

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.

Spartanburg County School District Six's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

Addenda: Addenda shall be issued prior to the bid submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections.

Background Checks As a minimum, the Contractor shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Contractor or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Contractor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property.

All costs associated with these criminal background checks are the responsibility of the contractor. The Contractor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes
6. Robbery
7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be not be permitted on the Project Site or the Owner's property.

The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

Clarifications: The District reserves the right, at any time after opening and prior to award, to request from any Bidder clarification, address technical questions, or to seek or provide other information regarding the Bidder's proposal. Such a process may be used for such purposes as providing an opportunity for the Bidder to clarify his proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to this bid shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each page of the proposal they consider to contain proprietary information.

Bidder Responsibility: The Bidder alone will be held solely responsible to the District for performance of all Bidder obligations under any contract resulting from their proposal.

Correction of Errors on the Proposal Form: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

Proposal Expenses: The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

Subcontracting: If any part of the work covered by this bid is to be subcontracted, the Bidder shall identify the subcontracting organization and the contractual arrangements made therewith. The District must approve all subcontractors. The successful Bidder will also furnish the corporate or company name and the names of any subcontractors engaged by the Bidder. If at the time of the proposal, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the proposal. The subcontractor's qualifications to perform along with three references must be submitted.

Unlawful Acts: The District interprets a signed proposal as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

Withdrawal of Proposal Response: A proposal response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Purchasing Agent prior to the last date and time set for receipt of the proposal responses. If the District fails to accept the response or award a contract within 30 (thirty) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

District or School Regulations: The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

Drug-free Workplace: By signing and submitting a bid, a Bidder is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).

Interpretations: If any questions arise from this solicitation, respondents must contact the District's Purchasing Department. Any response to the respondent's request for interpretation of documents will be made by addendum if the Purchasing Department believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

Non-Appropriations: Any contract entered into by the District or its departments, employees or agents resulting from this Request for Proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Right to Protest: Any prospective Bidder or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Agent within fifteen days of the date of issuance of the Invitation for Bid or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue. Note: Does not apply to small purchases (less than \$50,000. in actual or potential value).

III. SCOPE OF WORK/SPECIFICATIONS

Spartanburg County School District Six is seeking sealed bids from qualified travel companies to provide all accommodations for a 1 day trip: to Carowinds (Charlotte, NC). The vendor will be responsible for meeting all Department of Transportation requirements throughout the term of the contract. Please include in your price the number of drivers and buses to be used.

Bids to include the following:

1. Round trip motor coach transportation and driver's meals
2. Include parking fees, gratuity and fuel each day
3. All admission tickets, entrance fees, taxes, and gratuities
4. Lunch and Dinner should be included in price (meal vouchers and bottomless soda wristband)
5. 1 complimentary package for every 15 paying packages
6. T-shirt for performance (designed by school)
 - Color has not been decided. Front and back (2 colors). 2XL would be the largest size.

District approved charter bus companies:

Atchinson Transportation Services, Inc.
120 Interstate Park
Spartanburg, SC 29303
Phone: 800-346-7129

Cross Country Tours, Inc.
2460 Whitestone Glendale Road
Spartanburg, SC 29302
Phone: 864-253-9000

Burke International Tours, Inc.
PO Box 890
Newton, NC 28658
Phone: 800-476-3900

Ionosphere Tours, Inc.
307 North Main St
Anderson, SC 29621
Phone: 864-225-7783

Capital Tours, LLC.
2926 Leaphart Road
West Columbia, SC 29169
Phone: 803-794-9661

Jean's Bus Service, Inc.
207 Furman Hall Rd
Greenville, SC 29609
Phone: 864-242-1673

Champion Coach, Inc.
145 Ben Hamby Lane
Greenville, SC 29615
Phone: 800-583-7668

Tentative Itinerary

Destination: Carowinds, Charlotte, NC

Departing From: Spartanburg County School District 6
Roebuck, SC

2 buses at R.P. Dawkins Middle School (1300 E. Blackstock Rd., Moore SC 29369)

1 bus at Fairforest Middle School (150 Lincoln School Rd., Spartanburg, SC 29301)

2 buses at L.E. Gable Middle School (198 Otts' Shoals Road, Roebuck, SC 29376)

Depart Time: 8:00 am 04/18/2020

Return Time: 10:00 pm 04/18/2020

Capacity Needs: 5 buses with a capacity of 55 or more passengers (total passengers estimated at 270 – 210 students / 60 adults)

*A more detailed itinerary may be formulated at a later date.

Saturday, April 18th, 2020

8:00 am	Leave school(s)
xxxx	Arrive at Carowinds
xxxx	Carowinds Music in the Parks
xxxx	Load buses and depart for school
10:00 pm	Arrive at respective school

IV. ARRANGEMENT OF BID PROPOSAL

Submit one (1) original copy and one (1) copy of the sealed bid.

In order for proposals to be evaluated, the Offeror must submit as a minimum the following information.

1. Completed and Signed Cover Page & Page 2

2. Cost Estimate

- a) Include completed Cost Proposal.
- b) Include a completed and signed W-9.
- c) Include your most current M/WBE Certification form, if applicable.
- d) Include completed South Carolina Illegal Immigration Reform Act.

3. Detailed Scope of Services:

A detailed scope of services must be included in the bid. Respond to requirements listed in the General Specifications Section (page 7).

4. Qualifications:

- Offeror must, upon request, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this bid proposal. The District reserves the right to make the final determination as to the Offerors ability to provide the services requested herein.
- Offeror must provide a certificate of insurance of minimum liability coverage of \$5 million.
- Offeror must include a list of available fleet that may be used for district trips. The fleet listing should include bus type, age of bus and capacity. Motor coaches must be 2005 model or newer. All motor coaches must include working electrical outlets and Wi-Fi.
- Offeror must, ensure that drivers of charter buses have not been convicted of any felony and is not listed on any Statewide or National Sex Offender Registry.

5. Experience:

Provide information regarding previous and current K-12 contracts and/or similar size contracts. Include the name of the organization(s), contact person, and phone number.

List a minimum of 3 references with contact information. At least 2 of these references preferably to be school districts.

V. AWARD CRITERIA

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the Offeror concerning its availability to perform fully the contract requirements and the integrity and reliability of the Offeror will be reviewed. The submission of a proposal for review does not necessarily qualify the Offeror or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified Offerors and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

An award resulting from this solicitation will be for the duration of the trip in this solicitation.

Selection will be based upon the following criteria, in order of importance. The Offeror must respond to each concern:

- | | |
|----------------------------|-----------|
| 1. Cost | 60 Points |
| 2. Quality | 15 Points |
| 3. References | 15 Points |
| 4. Experience Requirements | 10 Points |

Grading Format – Each of the above listed criteria will be graded individually. The point value for each criterion shall range from 0 to the total shown above, with 0 being worst. All scores will be summed to give the total score. The maximum possible total score for the RFP response is 100 points. All committee members' scores will be summed to determine the grand total for each firm.

RIGHT TO ACCEPT OR REJECT

The district reserves the right to accept or reject any/all proposals or any part of any proposal. This includes rejection based upon quality (in the opinion of the district) from references, delivery or any other reason.

VIA – TERMS AND CONDITIONS – A. GENERAL

Equal Opportunity: The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

Payments:

Payment must be made to the successful contractor no later than thirty (30) days after the completion of the project.

All requests for price increases after an award must be submitted in writing with supporting documentation to the Procurement Director for review and approval. Any request for an increase in price must be submitted in writing by the Contractor not less than ninety (90) days prior to the new contract period. The District reserves the right to require supporting documentation from a disinterested third party as to increases in costs for the service(s) and/or product(s) in question. The District will determine the adequacy and acceptability of submitted documentation and request for price increases.

VIB – TERMS AND CONDITIONS – B. SPECIAL

Governing Laws: All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

South Carolina Law: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the Offeror agrees to subject itself to the jurisdiction and the process of the courts of the contract and the performance thereof, including any questions as to the liability for taxes, license, or fees levied by the state.

Illegal Immigration: The South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a “services contract” with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act. (Compliance Agreement attachment, p. 13)

Licenses & Permits: The successful offeror(s) shall have and maintain any/all necessary licenses, permits, etc. necessary to conduct business in South Carolina.

Indemnification: The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any at or omission of the vendor(s).

Termination: The District reserves the right to terminate this solicitation or resulting agreement upon a thirty (30) day notice, when in the best interest of the District. Termination of any contract by the District for cause, non-performance, default or negligence on the part of the successful Offeror shall be a retained right. Termination costs levied against the District shall not apply and the thirty (30) day termination notice requirements shall be waived. The default provisions shall apply when a contract is terminated for cause.

SPARTANBURG COUNTY SCHOOL DISTRICT6
South Carolina Illegal Immigration Reform Act

Compliance Agreement

The new South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law.

By signing this Agreement with Spartanburg County School District 6, the contractor certifies that it will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act to the contractor, its subcontractors, and sub-subcontractors, as well as any documentation required to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. Finally, the contractor agrees to include in any contracts with its subcontractors and sub-subcontractors language requiring those contractors to also comply with the applicable provisions of this Act.

I hereby agree to comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008; Title 8 Chapter 14 of the S.C. Code Annotated).

Company Name:

Address:

Name:

Signature:

Date: