

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT
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BLOUNTVILLE, TN 37617-0569

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COMPLIMENTARY REQUEST FOR PROPOSAL

RFP #SH2016(KD)

**CHARTER BUS SERVICE CONTRACT
FOR
SULLIVAN COUNTY SOUTH HIGH SCHOOL DRAMA CLASS SCHOOL
TRIP**

BID OPENING DATE: THURSDAY, OCTOBER 20TH 2016 (2:00PM)

The Sullivan County purchasing agent is soliciting this complimentary request for proposal (RFP) from qualified providers of charter bus services for our Sullivan South High School drama class to Disney World, Orlando, Florida.

All responding contractors must submit their priced proposal in the exact format as distributed and in a sealed envelope clearly denoting the **RFP#SH2016(KD) Charter Bus Service Contract on the outside**. RFPs shall be signed and delivered to the Sullivan County Purchasing agent's office at the above address, on or before 2:00 pm Thursday, October 20th 2016. ***Late responses will not be considered!*** *Sullivan County is not responsible for delays in mail deliveries or courier services.*

All RFPs must be offered in conformance to the language, terms, conditions, format and other requirements as enclosed herein. All RFPs must be completed in totality. Failure to comply will disqualify the responding contractor from the award process.

It is the responsibility of each responding contractor to ascertain that all requirements are satisfied and that all requests are presented and assembled in the format as solicited.

SECTION I GENERAL TERMS AND CONDITIONS

1. **ADDITIONAL INFORMATION:** Any questions pertaining to the RFP must be routed to the Sullivan County Purchasing Office, Kristinia Davis, Purchasing Agent at (423) 323-6400. Questions may be e-mailed to kris.davis@sullivancountytn.gov. All requests for additional information related to the **specifications** of this RFP can be routed to Laura Roller, Sullivan South High School. Questions may be submitted by electronic mail: laura.roller@sullivank12.net
2. **CONFLICT OF INTEREST:** Vendor, by submitting a signed proposal, certify that no gratuity of any kind and no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Sullivan County as wages, compensations, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in

connection with any service or work performed relative to the agreement. A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor, or subcontractor under County contracts.

3. **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the enclosed 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 Tennessee or United States Law.
4. **TITLE VI OF THE CIVIL RIGHTS ACT:** It is the policy of Sullivan County Government that all its services and activities be administered in conformance with the requirements of Title VI
5. **TAXES:** Sullivan County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
6. **PROPOSER'S QUALIFICATIONS:** Proposers, upon request must provide satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. The County may make investigations as are deemed necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish all such information and data for this purpose as the County may request. Sullivan County will make the final determination as to the Proposer's ability. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
7. **AWARD:** Award will be made to the most responsive, responsible proposer meeting specifications, who present the service that is in the best interest of Sullivan South High School. Sullivan County is not obligated to select the lowest price bidder and Sullivan County reserves the right not to award this proposal.
8. **WAIVING OF INFORMALITIES:** The purchasing agent has the right to accept or reject any/all proposals and to waive any informalities or irregularities in the best interest of Sullivan County.
9. **SUBMISSION OF PROPOSAL:** All RFP submissions will become the property of Sullivan County. Upon contract award, all documentation will become public record and will be maintained in the purchasing agent's office for a period of not less than ten (10) years.

Two (2) copies of the proposal shall be enclosed in a sealed envelope and delivered to the Sullivan County Purchasing Department, 3411 Hwy 126, Suite 201, PO Box 569, Blountville, TN 37617. The proposer shall show on the outside of the envelope proposal name, **RFP #SH2016(KD)** Charter Bus Service Contract. **Late proposals will not be accepted!**

10. **INFORMED BIDDER:** Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid document and the accuracy of pricing submitted. Failure to do so will be at the bidders own risk and they cannot secure relief on the plea of error.

SECTION II OBLIGATIONS, RIGHT AND REMEDIES

These terms and conditions shall be part of the contract. Sullivan County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. **MODIFICATIONS OR AMENDMENTS:** This contract resulting from this proposal may be modified only by written amendment and approved by the appropriate Local Government agency officials in accordance with applicable local and state laws, private acts, codes, rules, policies, and regulations. Modifications or amendments shall not be binding on Sullivan County without the prior written approval of the Sullivan County Purchasing Agent.
2. **SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
3. **COMPLIANCE WITH ALL LAWS:** By submitting a response to this RFP the vendor commits to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
4. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Sullivan County, Tennessee regardless of any language in any attachment or other document that the Vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Courts of Sullivan County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.
5. **INSURANCE:** Submission of a copy of your Professional Liability Insurance Policy coverage should be included with proposal.
6. **AFFIDAVITS:** The successful contractor will be required to submit a **drug-free workplace affidavit** and **background check** compliance form as per the attached.

SECTION III SPECIFICATIONS FOR SCHOOL TRIP FOR SULLIVAN SOUTH HIGH SCHOOL DRAMA CLASS

Date of trip: March 23-27, 2017

- Depart from South High School at 5:00 p.m. on 3/23/17.
- Drivers to drive students/adults to and from the park daily.
- 3-24-17 Drive students/adults to Epcot (park opening time), pick up in evening and drive group to Polynesian Resort (on Disney property) and pick group back up to return to hotel.
- 3-25-17 Drive students/adults to Magic Kingdom (morning) and return for pickup that (night) to return to hotel.
- 3-26-17 Drive students/adults to Universal Studios (morning) and return for pickup that (night) to return to hotel.
- Return to South High School at 8:00 p.m. on 3/27/17.
- Round-trip motorcoach transportation
- Three (3) 56 passenger buses
- Charter company to provide for all parking and tolls.
- Sullivan South will provide hotel accommodations for drivers, ***no*** meal allowances will be provided.
- Professional Liability Insurance Policy
- Provide quote for trip insurance

COST ANALYSIS

RFP #SH2016(KD)

SCHOOL TRIP – DISNEY WORLD, FL

ALL COST ASSOCIATED TO THE BUS TRANSPORTATION CONTRACT FOR THE SULLIVAN COUNTY SOUTH HIGH SCHOOL, AS DEFINED IN THIS RFP, MUST BE REFLECTED ON THIS DOCUMENT.

BID PRICE – TOTAL PACKAGE \$_____

OPTIONAL TRIP INSURANCE PER PERSON \$_____

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE RESPONDING CONTRACTOR WHO HAS READ AND UNDERSTANDS THE TERMS, CONDITIONS AND CONTENTS OF THIS RFP AND CAN LEGALLY SUBMIT THIS PRICED PROPOSAL.

COMPANY NAME & ADDRESS: _____

PERSON SUBMITTING RFP _____ DATE _____
(PLEASE PRINT)

PHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL: _____

AUTHORIZED SIGNATURE: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____

Notary Public

My commission expires: _____

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT

BACKGROUND CHECK COMPLIANCE FORM

Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the TBI and FBI for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the TBI and FBI.

TO BE COMPLETED BY RESPONDING CONTRACTOR

COMPANY or INDIVIDUALS (NAME) _____

ADDRESS _____

PHONE _____ FAX _____ LICENSE NUMBER/S _____

I agree to abide by Chapter 587 of 2007, as codified in Tennessee Code Annotated 49-5-413 and certify that I am authorized to sign. The undersigned further agrees if bid/contract is accepted, to furnish any/all Background Check Information on himself and all of his employees as required by law and/or at the request from the Office of the Sullivan County Purchasing Agent. I hereby agree to release all criminal history and other required information to Sullivan County, TBI and FBI in accordance with Tennessee law and further certify that all information supplied by me is true and accurate. I agree to release and hold harmless the above mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on all future employees associated with the performance of work defined in the bid/contract, pursuant to TCA and that neither I nor any employee of the Company is prohibited from direct contact with school children for the reasons enumerated in TCA 49-5-401 et seq.

SIGNATURE _____ TITLE _____

PRINTED NAME _____ DATE _____

TO BE COMPLETED BY NOTARY

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing for the purposes therein contained.

Witness my hand and seal at office this ____ day of _____, 20__.

Notary Public

My commission expires: _____