

SULLIVAN COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS
RFP #1412020(KD)

Traffic Impact Study
for
West Ridge High School

Proposals to be received by 2:00 p.m., E.S.T.
February 18, 2020

Submit Proposals to:
Sullivan County Purchasing Department
Kristinia Davis, Purchasing Agent
3411 Hwy 126, Suite 201
Blountville, TN 37617

Sullivan County Purchasing Department
Request for Proposals

Table of Contents

Introduction	Pg. 3
Vendor Information	Pg. 4
General Terms & Conditions	Pg. 5
Scope of Services	Pg. 7
Evaluation & Award Criteria	Pg. 8
Special Terms & Conditions	Pg. 8
Fee Proposal	Pg. 11
Affidavit	Pg. 12

SULLIVAN COUNTY PURCHASING DEPARTMENT
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RFP #1412020(KD)

Proposals Due By: Tuesday, February 18, 2020 @ 2:00 p.m.

INTRODUCTION

The Office of the Sullivan County Purchasing Agent on behalf of the Sullivan County Department of Education, is soliciting proposals for a Traffic Impact Study (TIS). If your firm is interested in providing these services, please submit your proposal with the requested information to Kristinia Davis, Purchasing Agent in the Purchasing Department of the Sullivan County Courthouse, 3411 Hwy 126, Suite 201, Blountville, TN 37617 **on or before 2:00 p.m. on Tuesday, February 18, 2020.**

All interested firms will be afforded full opportunity to submit a proposal and will receive consideration for a contract award pursuant to this notice without regard to race, color, religion, national origin, age, sex or disability. Sullivan County is in quest of the highest quality, most reliable firm with standards of excellence and superb response time performance.

Submittals shall be forwarded by US Mail, Courier and/or Hand-Carried, must be presented in a sealed envelope and shall be clearly marked with **Traffic Impact Study - RFP #1412020(KD)** on the outside of the envelope. Electronic submittals (phone, fax or e-mail) are not acceptable! Sullivan County is not responsible for delays in mail/courier delivery services. **LATE RESPONSES WILL NOT BE ACCEPTED!**

RFP shall be offered in strict conformance to the language, specifications, terms and conditions. RFP shall be completed in totality and signed by an authorized agent of the responding firm. Any erasures, strike overs and/or changes must be initialed in ink by the responding firm, prior to submittal.

It is the responsibility of each responding firm to ascertain that all requirements are satisfied and that all RFPs are presented and assembled in the format as solicited. It will be assumed that the firm has made investigations to be fully informed as to the extent and character of the requirements. Failure to submit an RFP which conforms to the specified content and format requirements will be enough cause to disqualify the firm. Additionally, material deficient or incomplete response will be cause to disqualify the firm.

Any remedies in a responding firm's submittal, including agreement, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of Sullivan County shall be considered cause for rejection.

SULLIVAN COUNTY PURCHASING DEPARTMENT
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VENDOR INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Person & Title _____
(Please Print)

Federal Tax ID # _____

Telephone Number _____ Fax Number _____

Email of Contact Person _____

Authorized Signature _____

Date of Signature: _____

General Terms and Instructions

1. All Proposals shall be submitted sealed, plainly marked "Traffic Impact Study - RFP #1412020(KD)" to the Sullivan County Purchasing Department at the following address:

Sullivan County Purchasing
3411 Hwy 126, Suite 201
Blountville, TN 37617

2. Request for proposals and amendments thereto, if received by the Sullivan County Purchasing Department after the date and time specified for opening, will not be considered. It will be the responsibility of the Proposer to see that their proposal is received by the Sullivan County Purchasing Department by the specified time and date. There will be no exceptions! Date of postmark will not be considered. Facsimile or electronic proposals will not be accepted.
3. Sullivan County reserves the right to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of Sullivan County.
4. All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled. The original proposal, which has been signed, shall be considered the official copy of the RFP by Sullivan County.
5. Direct contact with other departments/offices other than authorized Sullivan County representatives about this RFP are expressly forbidden except with the foreknowledge and permission of Kristinia Davis, Purchasing Agent.
6. **Conflict of Interest:** Proposer, 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 Proposer in connection with any goods provided or work contemplated or 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.
7. **Non-Collusion:** Vendors, by submitting the enclosed Affidavit, 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. In addition, Sullivan County reserves the right to disqualify any RFP submittal, before or after opening, upon evidence of collusion with the intent to defraud or any other such illegal practices conducted by any responding firm. Any remedies in the firm's response, including agreement, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of Sullivan County shall be considered cause for rejection. In the County's sole judgment, failure to properly identify a conflict of interest may result in disqualification of a proposer or subsequent termination of the

contract. During the performance of this contract, the contractor agrees to provide a drug free workplace.

8. **Title VI & VII 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 & VII. By submission of the RFP, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.
9. **Taxes:** Sullivan County is exempt from sales tax. Certificates of tax exemption will be provided to the selected firm, upon request.
10. **Rejection of Proposals:** Sullivan County shall reject any proposal that is determined to be nonresponsive. Sullivan County reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for Sullivan County or any other governmental agency. Sullivan County reserves the right to cancel the RFP, reject proposals or any portion thereof at any time prior to an award
11. **Mistake in Proposals:** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice not later than forty-eight (48) hours after proposals are opened.
12. **Addenda:** If any prospective Bidder/Offeror has questions regarding the specifications or other solicitation documents, the prospective Bidder/Offeror shall contact Kristinia Davis via e-mail at Kris.davis@sullivancountyttn.gov no later than five (5) working days before the due date. Any revision to the solicitation will be made only by a written addendum issued by the Purchasing Department. In no case will verbal communication override written communications or documentation. Responses to the questions will be posted and can be located through the following link:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=37b55d57-2b40-462f-bd8e-5b80ab095ddd>
13. **Disclosure:** RFP proposals will not be publicly opened; only the names of the responding firms will be publicly announced and recorded by the Sullivan County Purchasing Agent. RFP submittals will become the property of Sullivan County and will remain confidential until the selection processes have been concluded. During the selection processes, Sullivan County shall hold the contents of all correspondence, agenda, memoranda, discussions or any other medium which could disclose any aspect of the firm's proficiency in strict confidence, sharing only with the panel responsible for evaluating the qualifications. Upon conclusion of the selection process, all documents pertinent to the RFP submittals will constitute public records and will be subject to public inspection under Tennessee law.
14. **Proposal:** One (1) original and three (3) exact copies are due no later than the date indicated as the closing date and time of this RFP.
15. **Waiving of Informalities:** Sullivan County reserves the right to waive minor informalities or technicalities in the proposal when it is in the best interest of Sullivan County.

16. **Related Costs:** Sullivan County is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The proposer shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
17. **References:** Firms should have experience, references and training that is necessary to perform the specific scope of services. A minimum of three (3) references must be included with the RFP submittals. References must reflect projects conducted by your firm during the past five (5) years which are similar in scope to the project described herein.
18. **Project Description:** Traffic Impact Study for a new 1700 student, approximately 282,000 SF West Ridge High School for Sullivan County Schools at 380 Lynn Rd, Blountville, TN. Project includes athletic fields and field houses.

Scope of Services

19. Provide a traffic study as follows:

- 19.1 Collect data at peak times – 6:30 am to 8:30 pm and 1:45 pm to 3:45 pm
- 19.2 Collect data at Intersections at the following locations:
 - 19.2.1 Lynn Road and Henry Harr Rd.
 - 19.2.2 Lynn Road and Shipley Ferry Rd.
 - 19.2.3 Lynn Road and Pearl Lane
 - 19.2.4 Airport Road (SR357) and Shipley Ferry Rd.
 - 19.2.5 Airport Road (SR357) and I-81 SB & NB Ramps.

20. Routing Options

- 20.1 Perform a field review of potential routing options for passenger cars and school buses to/from West Ridge High School.
- 20.2 Buses will be approximately 50 to 55.
- 20.3 Evaluate traffic control, sight distance, safety, utilities, ROW and roadway/intersections.

21. Traffic Study

- 21.1 Provide a complete traffic study to evaluate traffic and potential routes to/from West Ridge High School including the study of surrounding intersections and proposed routes. Prepare detailed written report with recommendations and summary of analysis.
- 21.2 Provide a proposal with a firm fixed fee with the individual tasks enumerated.
- 21.2 Identify any subcontractors that may be required for the task. Provide detailed information as indicated in 17 above. All subcontractors shall be approved by Sullivan County Department of Education.
- 21.3 Performance period: Projected start date and completion date.

22. **Evaluation and Award Criteria:** Proposals shall be evaluated by a Sullivan County Department of Education committee using the following criteria:

22.1 **Experience:** Specific qualifications relative to the Scope of Work as described. Points Assigned: 40

22.2 **Management/Project Team:** Expertise, experience and qualifications of the firm's personnel in providing the services as related to the Scope of Services described in this RFP. Points Assigned: 25

22.3 **Proposed Fee:** The Offeror shall submit proposal fee as a firm fixed fee as explained in 21.2. Points Assigned: 25

22.4 **References:** Favorable past performance for similar projects. Points Assigned: 10

23. **Award of Contract:** Selection shall be made to the Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors identified above. Costs shall be considered but need not be the sole determining factor. The award shall be in the form of a firm fixed price contract.

24. **Special Terms and Conditions:**

24.1 **Extra Charges Not Allowed:** The proposed fee shall be for providing complete services; e.g., travel, phone calls, hourly rates, supplies, printing, etc. Extra charges will not be allowed. Contractor will not be permitted to add any administration fee for services obtained by any other contractor.

24.2 **Failure to Deliver:** Failure to comply with the terms and conditions of this solicitation or to deliver goods and/or services identified in the solicitation and resulting contract at the firm fixed price quoted will be considered default of the contract award. Should the Contractor be found in default of the contract, any excess cost which may result from default actions shall be at the expense of the Contractor. The Contractor shall, in this instance, be responsible for any and all costs incurred by Sullivan County Department of Education to procure such products and services elsewhere.

24.3 **Fees:** Fees shall be in the form of a firm fixed fee throughout the contract.

24.4 **Insurance Requirements:** The successful Contractor shall provide proof of and shall at all times during the term hereof, maintain valid and in-force insurance policies and with coverage limits as set forth below:

24.4.1 Worker's compensation and employer's liability insurance with statutory coverage limits for the protection of all of Contractor's employees, including, without limitation, executive, managerial and supervisory employees, whether or not engaged in the performance of the Work.

24.4.2 Such policies of insurance for each and every motor vehicle to be used by the Contractor in the performance of the Work (the "Motor

Vehicles”), with such policies of insurance for Contractor’s Motor Vehicles to include no less than \$1,000,000 in liability coverage.

24.4.3 A policy of general liability insurance covering loss resulting from the Contractor’s direct and indirect activities hereunder (including those activities of any of its subcontractors), and covering property damage and injury to any person (including death) which or who might be damaged or injured as a result of, in conjunction with, or arising out of Contractor’s performance of the Work. Bodily Injury Liability coverage (including death) and Property Damage Liability coverage shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate per jobsite, project or location. This coverage shall be primary and non-contributory.

24.4.4 Coverage requirements shall be evidenced by one or more certificates of insurance naming Owner as an additional insured, which certificates or policy endorsements shall provide that the policies represented thereby may not be (i) canceled, (ii) allowed to expire, or (iii) altered with respect to the substantial terms thereof except upon thirty (30) days prior written notice to Owner. For purposes of this paragraph, “substantial terms” shall be deemed to include, but shall not be limited to the coverage limits and deductible of the applicable policy.

24.4.5 Contractor shall deliver the certificate(s) of insurance concurrently with its execution hereof. Any breach of the insurance provision of this Agreement shall be a material breach hereof, and entitle Owner, at its discretion, to the immediate termination of same, without compliance with any of the advance-notice requirements imposed elsewhere herein.

24.5. **Primary Insurance and Waiver of Subrogation:** Contractor (and its insurers) shall be primarily liable for the defense and payment of any claims as a result of, in conjunction with, or arising out of the performance of the Work. Contractor waives any and all of its subrogation rights against Owner, and any and all of its insurers in any such claims.

24.6 **Method of Payment:** The Contractor shall be paid based on invoice(s) submitted, to be paid net thirty (30) days from receipt of invoice. The Department of Education reserves the right to withhold any or all payments or portions thereof for contractor’s failure to perform in accordance with the provisions of the contract.

24.7 **Obligation of Offeror:** By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

24.8 **Ownership of Material:** Ownership of all data, material and documentation originated and prepared by the Offeror and successful Contractor for Sullivan County Department of Education pursuant to this solicitation and any resulting

contract shall belong exclusively to the Sullivan County Department of Education and be subject to public inspection in accordance with the Tennessee Freedom of Information Act.

- 24.9 **Prime Contractor Responsibilities:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.
- 24.10 **Proposal Acceptance Period:** The proposal shall be binding upon the Offeror for a minimum of 90 days following the proposal receipt and opening date. Any proposal on which the Offeror shortens the acceptance period may be rejected as determined by the Purchasing Agent.
- 24.11 **Proposal Solicitation Results:** For information regarding the results of the Request for Proposal, a notice of award will be posted through Vendor Registry on Sullivan County's web site (www.sullivancountyttn.gov) under Purchasing.
- 24.12 **Receipt of Proposals:** It is the responsibility of the Offeror to assure that the proposal is delivered to the place designated for receipt of proposals prior to the time set for receipt of proposals. No proposal received after the time designated for receipt of proposals shall be considered.
- 24.13 **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of Sullivan County Department of Education. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Sullivan County Department of Education the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Proposed Fee

Proposed Fee \$ _____

Projected Completion Date: _____

NAME OF RESPONDING FIRM _____
PLEASE PRINT

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE FIRM INDICATED ABOVE AND CERTIFIES THAT THE INFORMATION AND ACCOMPANYING DOCUMENTS IN THIS RFP SUBMITAL ARE ACCURATE AND TRUE.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE EXTENT AND CHARACTER OF THE PREREQUISITES AND HAS CONFORMED TO THE SPECIFIED CONTENT AND FORMAT REQUIREMENTS.

THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT FAILURE TO SUBMIT AN RFP WHICH CONFORMS TO THE SPECIFIED CONTENT AND FORMAT REQUIREMENTS WILL BE SUFFICIENT CAUSE TO DISQUALIFY THE FIRM. ADDITIONALLY, MATERIAL DEFICIENT OR INCOMPLETE RESPONSE WILL BE CAUSE TO DISQUALIFY THE FIRM.

AUTHORIZED REPRESENTATIVE: _____
PLEASE PRINT

PHONE _____ / FAX _____ / E-MAIL _____

AUTHORIZED SIGNATURE: _____ DATE _____

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT

COMPANY/CONTRACTOR AFFIDAVIT FORM 00010

THE AFFIANT STATES TO SULLIVAN COUNTY, TENNESSEE:

I (WE) HEREBY CERTIFY THAT IF THE CONTRACT IS AWARDED TO OUR FIRM THAT NO MEMBER OR MEMBERS OF THE GOVERNING BODY, ELECTED OFFICIAL OR OFFICIALS, EMPLOYEE OR EMPLOYEES OF SAID SULLIVAN COUNTY, TENNESSEE, OR ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT SULLIVAN COUNTY, TENNESSEE, OR ANY FAMILY MEMBER INCLUDING SPOUSE, PARENTS, CHILDREN OF SAID GROUP, HAS RECEIVED OR HAS BEEN PROMISED, DIRECTLY, OR INDIRECTLY, ANY FINANCIAL BENEFIT, BY WAY OF FEE, COMMISSION, FINDER'S FEES OR ANY OTHER FINANCIAL BENEFIT ON ACCOUNT OF THE ACT OF AWARDED AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS REQUEST FOR PROPOSAL (RFP), INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS RFP, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE SULLIVAN COUNTY PURCHASING AGENT HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF SULLIVAN COUNTY.

This certification shall be included with the bid document 00300. Failure of this properly executed document to be included with the bid shall render the bid as incomplete and void.

COMPANY NAME _____
NAME (PRINT) _____ PHONE _____
TITLE _____ FAX _____
SIGNATURE _____ 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: \_\_\_\_\_*