



Sullivan County Purchasing Department

**REQUEST FOR PROPOSAL
RFP #BUSRT2023(KD)
SCHOOL BUS TRANSPORTATION
FOR
SULLIVAN COUNTY DEPARTMENT OF EDUCATION**

Proposals must be received
by 2:00 p.m., on May 3, 2023

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

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1. PUBLIC NOTICE

REQUEST FOR PROPOSAL

Sealed Request for Proposals for the following will be received by the Sullivan County Purchasing Agent until 2:00 P.M., Eastern Time, **May 3, 2023**.

SERVICE: SCHOOL BUS TRANSPORTATION FOR SULLIVAN COUNTY DEPARTMENT OF EDUCATION

Documents for the above referenced items are available on the Sullivan County's Vendor Registry website at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerID=37b55d57-2b40-462f-bd8e-5b80ab095ddd>. All questions regarding this request must be submitted via email to Kristinia Davis, Purchasing Agent at kris.davis@sullivancountyttn.gov, no later than **April 20, 2023, by the end of business day**. All questions will be answered in an addendum which will be issued on April 26, 2023, by 2:00 p.m.

By submission of a signed submittal, the submitter certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of submittals. All submittals shall be signed, sealed, and addressed to the Sullivan County Purchasing Agent, 3411 Hwy 126, Suite 201, Blountville, Tennessee 37617 and marked "RFP #BUSRT2023(KD) SCHOOL BUS TRANSPORTATION FOR SULLIVAN COUNTY DEPARTMENT OF EDUCATION". Sullivan County reserves the right to accept or reject any or all bids received, to waive any informalities in bidding and to re-advertise.

PUB 1T: 04/09/2023

2. STATEMENT OF INTENT

The Offices of the Sullivan County Purchasing Agent is soliciting this Request for Proposal (RFP) to qualified bus transportation contractors to provide School Bus Transportation for several bus routes in Sullivan County for the Department of Education beginning in the 2023 School Year.

Sullivan County will review all complete proposals received by the deadline. As required by law, Sullivan County will select the best qualified contractor(s). Fee negotiations will occur with the lowest bid proposal submitted per route.

Any cost incurred in preparation of Request for Proposal will solely be the responsibility of the interested contractor.

By submission of a response to the Request for Proposals, the firm certifies total compliance with TITLE VI and TITLE VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

Any agreement resulting from this Request for Proposal process shall be governed by all state and local laws.

3. GENERAL TERMS AND CONDITIONS

3.1 All proposals shall be submitted sealed, plainly marked “**RFP - #BUSRT2023(KD) SCHOOL BUS TRANSPORTATION -SULLIVAN COUNTY DEPARTMENT OF EDUCATION**” to the Sullivan County Purchasing Department at the following address:

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

3.2 **Questions:** Prospective proposers can submit questions regarding this Request for Proposal (RFP). Questions must be submitted via e-mail to Kristinia Davis, Purchasing Agent via kris.davis@sullivancountyttn.gov no later than **Thursday, April 23, 2023, by end of business day.** Responses to the questions will be issued as an addendum and will be posted on the Sullivan County Vendor Registry site through the following link <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerID=37b55d57-2b40-462f-bd8e-5b80ab095ddd>. In no case will verbal communication override written communications or documentation.

3.3 **Acceptance of Proposal:** 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. Changes shown on the outside of an envelope or package will not be acceptable.

3.4 Award or Rejection: Sullivan County reserves the right to award contracts or portions thereof exclusively or to multiple contractors to achieve the best value; 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.

3.5 References: All responding contractors must submit a minimum of three (3) work references.

3.6 Signature: 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.

3.7 No Contact Policy: From the period beginning on the date of the issuance of the Request for Proposals any contact initiated by a proposer with any Sullivan County Representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Department Representative listed herein or with said Representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this Purchasing Transaction.

3.8 Protest Policy: Any protest to a bid award by Sullivan County shall be submitted in writing to the Purchasing Agent with a copy to the Sullivan County Mayor and delivered not later than seven (7) calendar days from the date of the county's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest. The steps for dispute resolution may include:

- A meeting with the Purchasing Agent, the requisitioning department's manager, and representatives from the disputing party to discuss and resolve the complaint.
- Information from the aforementioned meeting will be forwarded to the County Attorney for review.
- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedure will be used.

3.9 Conflict of Interest: Proposer, by submitting the enclosed Compliance Affidavit with the submittal, is certifying 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.

- 3.10 **Non-Collusion:** Vendors, by submitting the enclosed Compliance 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 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.
- 3.11 **Indemnification:** The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the county against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, County employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the County, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.
- 3.12 **Force Majeure:** In the event that the performance of any obligation under this contract, by either party, is prevented due to acts of God, exchange controls, export or import controls, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemics, epidemics, plague, outbreaks of infectious disease, including but not limited to COVID-19, any other public health crisis, including stay at home orders, group size restrictions, travel restrictions, or employee restrictions, issued by the Governor or a public health authority, such as Sullivan County Regional Health Department, or recommendation of the Center for Disease Control or the National Institutes of Health to limit the spread of COVID-19, or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or delay in performance of its obligations under this Contract. Each party will promptly notify the other party of such Force Majeure condition and make good faith efforts to ensure goods or services are provided as per the contract. However, if Force Majeure conditions occur and both parties mutually agree, this contract may be cancelled. If cancelled, neither party will be considered in breach of contract. If funds have been paid for products or services that have not been received, the vendor will send the County a refund within thirty (30) days of the cancellation.
- 3.13 **Iran Divestment:** Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Purchasing Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in §12-12-106. Inclusion on this list makes a

person ineligible to contract with Sullivan County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-Library> Submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

- 3.14 **Eligibility:** The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.
- 3.15 **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.
- 3.16 **Taxes:** Sullivan County is exempt from sales tax. Certificates of tax exemption will be provided to the selected firm, upon request.
- 3.17 **Rejection of Proposals:** Sullivan County shall reject any proposal that is determined to be non-responsive. 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.
- 3.18 **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 qualification proposals are opened.
- 3.19 **Addenda:** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. All addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.
- 3.20 **Disclosure:** 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.
- 3.21 **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.
- 3.22 **Related Costs:** Sullivan County is not responsible for any costs incurred by any vendor

pursuant to the Request for Proposals. The proposer shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

3.23 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:

- a. Worker's compensation with statutory coverage limits and Employer's Liability with limits of \$1,000,000/\$1,000,000/\$1,000,000 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.
- b. Such policies of insurance for each 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 combined single limit liability coverage.
- c. 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.
- d. The Liability Coverage requirements in section (b) and (c) above 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.
- e. Contractor shall deliver the certificate(s) of insurance concurrently with its execution hereof. Any breach of the insurance provisions 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.

3.24 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 all of its subrogation rights against Owner, and any and all of its insurers in any such claims.

3.25 Compliance with all Laws: Contractor is assumed 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 goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

- 3.26 **Governing Law:** All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract and/or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Sullivan County Tennessee. The parties waive their right to jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts in Sullivan County Tennessee.
- 3.27 **Changes to Contract:** The terms and conditions of this contract may be changed by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the performance, it shall also describe the change in scope of the work that is the basis for the change.
- 3.28 **Breach of Contract:** A party shall be deemed to have breached the contract if any of the following occurs:
- Failure to provide products or services that conform to the contract requirements.
 - Failure to maintain/submit any report require hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.
 - Violation of any warranty.
- 3.29 **Contract Termination for Cause:** If the contractor fails to properly perform his obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contact is terminated for due cause by the county, the county shall have the option of awarding the contract to the next proposer or proposing again.
- 3.30 **Contract Termination for Convenience:** The County may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the County. The County must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the County be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 3.31 **Licenses:** The Contractor must be a licensed professional as required by the State of Tennessee for any services in this contract requiring such licensure. Additionally, all sub-consultants/contractors employed by the prime consultant/contractor for the performance of the services requested in this RFP must be licensed as professional service firms in the State of Tennessee if said sub-consultants/contractors will perform services that are considered professional in nature.

- 3.32 **No Benefit for Third Parties:** The services to be performed by the Contractor pursuant to the Agreement with the County are intended solely for the benefit of the County, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, no right to assert a claim against the County or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this agreement or the performance or non-performance of the Contractor's services hereunder.
- 3.33 **Access to Third Party Contract Records:** All Contractors are required to retain all books, records, and other documents relative to the agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the County, State Agency, Comptroller General or any other Governmental entity may have full access to review any books, documents, papers, and records that directly pertain to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until the matter is closed.
- 3.34 **Non-Reliance of Parties:** Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
- 3.35 **ADA Compliance:** With regard to the services performed under this Agreement, Consultant will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., ("ADA"). Consultant agrees that it will defend, indemnify, and hold the County harmless against any and all claims, demands, suits, or causes of action which arise out of any negligent and/or intentional act or omission by the Consultant, its employees, agents, or representatives which violates the ADA. Consultant agrees that the County will not be responsible for any costs or expenses arising from Consultant's failure to comply with the ADA.

4. SCOPE OF WORK

4.1 Services Provided

The General Scope of Contract is subject to all terms and conditions as described in this RFP.

This RFP is being requested to seek bus transportation for up to **8 routes** in the various areas served by Sullivan County Department of Education. Due to enrollment buses may have to be moved within the district. Upon the award of the contract(s) the bus routes will be made available to the successful contractor(s). The following routes per zone shall be for a period of 6 years as follows:

Central Zone: 7 Routes – (6 yr. contract for each route)

Buses 101, 102, 103, 104, 116, 117 and 118

South Zone: 1 Route – (6 yr. contract for each route)

Bus 446

The Contract shall commence at the beginning of the 2023 School Year (August 2023). The contract shall be based upon 60 miles/bus route averaged. A payment to the contractor for extra days beyond 172, not to exceed 180, and a payment for days fewer than 172 will be negotiated in the final contract.

The base mileage on all routes shall be 60 miles. Contractor may be running less than the base mileage on some routes and more on others, and it is the intention of the parties that Contractor be paid for any additional mileage only to the extent that Contractor is running a net total additional mileage on the total of all contracts.

The bus shall be a 65-passenger (or larger) vehicle that meets or exceeds all state and federal requirements. Buses less than 65-passengers may be permitted by the Board of Education pending they meet all local, state, and federal requirements. Proof of state inspection permit will be required from the successful contractor(s) and must be submitted to the School Board prior to commencement of services.

Contractor agrees to operate a school bus or buses for the purpose of transporting school children to and from school, at the time and along a specific bus route, which shall be assigned to the Contractor. The Board or its agents shall designate the route to be followed, the time of pick up, arrival and departure and the school or schools which shall be serviced by Contractor. All buses used shall be provided by Contractor at his expense and it shall be Contractor's responsibility to maintain such buses in good, safe, working order at all times.

All buses and contractors must conform to current State Board of Education specifications. Officials of the State of Tennessee shall conduct bus inspections from time to time, and no bus shall ever be used by Contractor which fails to pass State bus inspection provided that Contractor may use a new bus until the first such inspection.

Any local, state, or federal law affecting pupil transportation that changes from the date of the RFP will be met by the contractor.

In the event of a change in the circumstances of the School District, such as a shortage of revenues, school closings, annexation, or the need to reduce costs, the Board may elect to reduce a portion of the contractor's service assignments or terminate the entire agreement. Such decision shall be within the sole discretion of the Board of Education.

The successful contractor(s), by submission of the RFP, recognizes that contractor shall bear the responsibility and expense for all maintenance, repairs, fuel and/or replacement of any equipment (or bus) throughout the contract duration.

Drivers and other personnel utilized by the Contractor shall be employees of the Contractor and shall not be considered for any purposes to be employees of the Board. Contractor assumes all responsibilities for insurance, unemployment compensation, workers compensation and compliance with all local, state, and federal employment laws.

The successful contractor, by submission of the RFP, recognizes that any driver assigned to the bus route shall have a valid, commercial driver's license (CDL) and must submit a copy to the transportation director prior to commencement of services. If driver should change during the contract term, any new driver must also submit a copy of his/her (CDL) as stated. A background check on each driver will be conducted. Qualified drivers must attend a safety class as directed by the Sullivan County School Board and must submit to random drug and alcohol testing. Failure to pass background check or drug/alcohol testing will disqualify him/her from selection.

All responding contractors recognize that submission of a signed RFP assures compliance to the current specifications established by the Tennessee State Board of Education.

4.2 Cost of Living Adjustment: After the first year of the Agreement, the base amount paid to contractor shall be adjusted annually at the beginning of the fiscal year. The cost-of-living adjustment shall be calculated as hereinafter set out. The base amount for each bus route, which Contractor is assigned will be multiplied by the "formula amount" which shall be ascertained as hereafter set out. The "formula amount" shall be a minimum of 3% and up to a maximum of 5% based on the percentage that the consumer price index published in January of that year by the United States Bureau of Labor Statistics, US City Average – increased over the previous year. In the event that the CPI percentage increase for the previous year is less than 3% then the formula amount shall be 3%. In the event that the CPI increase shall be greater than 5%, then the formula amount shall be 5%. In the event that the CPI percentage increase shall fall between 3% and 5%, then the formula amount shall be the CPI percentage increase. The formula amount should be multiplied by the base amount for each bus route which the Board has with Contractor to obtain the amount of the increase for each bus route. In the event that the above-referenced index cannot be used, then a similar statistical measurement of the increase in the cost of living produced by the United States government which most nearly reflects the change in the cost of living in Blountville, Tennessee, shall be used.

4.3 Fuel Escalation Adjustment: In addition to the annual cost of living adjustment set out above, there shall also be a fuel escalation adjustment which shall be as follows:

4.3.1 The fuel gauge report of the American Automobile Association (AAA) posted on its East Tennessee website for Johnson City-Kingsport-Bristol, will be used to determine the fuel escalation adjustment.

4.3.2 The listed “current” price for diesel fuel will be used to determine the fuel index for each pay period. (The fuel index being the “current price” on the first day of each pay period.)

4.3.3 The base fuel index for the 2023-2028 school years shall not exceed \$3.50 per gallon.

4.3.4 A new fuel index will be established on the first day of each pay period and used for each day of said pay period.

4.3.5 Each five cent (\$0.05) increase in the fuel index will increase the compensation to the Contractor one and one-half cents (\$0.015) per contract mile for each day service is scheduled during the current pay period.

4.3.6 Calculations will be performed to the hundredths position of the five-cent interval with no rounding up or down.

4.3.7 Expenditures under this paragraph are not to exceed the amount budgeted for fuel escalation each year. Therefore, when the budgeted amount has been paid for any fiscal year, fuel escalation payments shall cease for the remainder of the fiscal year, unless the Board, at its discretion, amends the amount budgeted for fuel escalation payments.

4.4 Fuel: Fuel shall be paid for and provided by Contractor. The Contractor shall be responsible for all taxes on fuel used and fuel storage. Fuel storage will not be allowed on School or Board property.

5. RFP PROCESS AND INSTRUCTIONS

Submittal and Receipt of “Request for Proposal”

5.1 Proposals will be received by the Sullivan Count Purchasing Agent until 2:00 P.M., Eastern Time on **May 3, 2023**, at which time it will be publicly opened at the Sullivan County Courthouse, 3411 Hwy 126, Suite 201, Blountville, Tennessee 37617.

- a. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:

**Purchasing Agent
Sullivan County Purchasing Department
3411 Hwy 126, Suite 201
Blountville, Tennessee 37617
“RFP #BUSRT2023KD) for School Bus Transportation for Sullivan
County Department of Education”**

- b. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. Sullivan County Purchasing Department is not responsible for delays in delivery by mail, courier, etc.
- c. Proposal may not be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of Proposals.
- d. No oral interpretation will be made to any Proposer as to the meaning of the Proposal Specifications or any part thereof. Written request for clarification and/or interpretation must be submitted in writing via email by the end of the business day, **April 20, 2023**, and addendum will be issued on **April 26, 2023**, and will be available online at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerID=37b55d57-2b40-462f-bd8e-5b80ab095ddd>. Written requests shall be submitted to **Kristinia Davis, Purchasing Agent** by email at kris.davis@sullivancountyttn.gov. It shall be the Proposer's responsibility to make inquiry as to the addenda issued. Any and all addenda shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.

5.2 Submission Checklist

Submissions should be complete, signed, and include the following:

- a. Cost Sheet
- b. All responding contractors must submit a minimum of three (3) work references.
- c. Sullivan County Compliance Affidavit must be completed and signed.
- d. Vendor Information Form

5.3 Selection and Fee Negotiation Process

Selection Criteria

- Selection will be based upon acceptable work references.
- Ability to meet or exceed criteria as per scope of work for selected routes.
- Cost Fee Evaluation
- The selected contractor(s) will receive notification of final selection.

Fee Negotiations

- The fee schedule will be evaluated and if it is deemed that an adjustment is necessary, discussion with the selected contractor(s) will occur.

- All negotiations will be conducted by the Sullivan County Purchasing Agent.

5.4 **Contact/Communication on RFP Process**

Any written questions concerning this Request for Proposals must be submitted to:

Kristinia Davis
Purchasing Agent
Sullivan County Purchasing Department
kris.davis@sullivancountyttn.gov

Any oral communication shall be considered unofficial and non-binding with regard to this RFP. The Purchasing Agent must receive all written comments, including questions and requests for clarification, no later than the deadline listed in this RFP.

6. FORMS

6.1 COST SHEET

**REQUEST FOR PROPOSAL
RFP #BUSRT2023(KD)
SCHOOL BUS TRANSPORTATION
FOR
SULLIVAN COUNTY DEPARTMENT OF EDUCATION**

ALL COST ASSOCIATED TO THE BUS TRANSPORTATION CONTRACT FOR THE SULLIVAN COUNTY DEPARTMENT OF EDUCATION, AS DEFINED IN THIS RFP, MUST BE REFLECTED ON THIS DOCUMENT. AN ANNUAL COST OF LIVING ADJUSTMENT AND AN ALLOWANCE FOR EXTREME INCREASE OR DECREASES FOR FUEL WILL BE NEGOTIATED IN THE FINAL CONTRACT. NO OTHER COST WILL BE CONSIDERED!

THE FINAL AGREEMENT WILL BE SET OUT IN A WRITTEN CONTRACT DOCUMENT EXECUTED BY BOTH PARTIES.

THE PRICE SUBMITTED BELOW IS BASED ON A PER DAY* RATE FOR A 65-PASSENGER BUS FOR EACH ROUTE.

QUOTE RATE PER DAY \$ _____
NUMBER OF ROUTES BID MAXIMUM _____
NUMBER OF ROUTES BID MINIMUM _____

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.

PERSON SUBMITTING RFP _____ DATE _____
(Please Print)

PHONE NUMBER: _____ FAX: _____

AUTHORIZED SIGNATURE: _____

6.2

REFERENCES

6.3 COMPLIANCE AFFIDAVIT

SULLIVAN COUNTY COMPLIANCE AFFIDAVIT

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED, AND INCLUDED WITH ALL BIDS. FAILURE TO FOLLOW THESE REQUIREMENTS MAY RESULT IN YOUR BID BEING REJECTED AND/OR DISQUALIFIED.

VENDOR:

CONFLICT OF INTEREST:

1. No Board Member or officer of the County or any other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the County has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, i.e., any family member living in the home, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantees or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. **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.**
5. By submission of this form, the vendor is certifying that no conflicts of interest exist.
6. Do you or any officer/owners/part-owners/stakeholders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren, or any to whom you are related by blood or marriage) that are currently employed by Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education?
_____ Yes _____ No

If you answered yes, please state the name and relationship of the employee or member of the Sullivan County Commission or the Sullivan County Department of Education.

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7. Are you or any officers/owners/part-owners/stakeholders/employees of this company also employees of Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education? _____ Yes _____ No

If you answered yes, please state the name of the employee or board member

DRUG FREE WORKPLACE REQUIREMENTS:

8. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

9. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

10. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
11. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

12. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

13. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of

any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Sullivan County or any person interested in the proposed award or agreement.

14. The price or prices quoted in the attached offer are fair, proper, and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

15. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

16. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISSION EXPIRES ON: _____

6.4 Vendor Information Form

VENDOR INFORMATION SHEET

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

Vendor Name _____

Address _____

City _____ State _____ Zip Code _____

Contact Person (Please Print) _____

Telephone Number _____ Fax Number _____

Vendor's e-mail address _____

Authorizing Signature _____

Title of Person Signing Bid _____

If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____