

## Request for Proposal

Proposals are being accepted for Charter Bus Services for the Monroe County Board of Education as stated herein.

Proposers shall submit their responses to this Request for Proposal in a sealed envelope to:

**Monroe County Department of Finance**  
**Attn: Jessi Soileau**  
**103 College Street, Suite 9**  
**Madisonville, TN 37354**

Public Opening of the proposals will be held at the above address at the deadline date and time designated in the Request for Proposal (RFP).

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DATE ISSUED:	March 3, 2020
RFP NO:	BOE1114-02-20
RFP TITLE:	Charter Bus Services
RFP DEADLINE DATE & TIME:	March 19, 2020 at 10:00AM
RFP CONTACT:	Jessi Soileau, Purchasing Agent <a href="mailto:jessi.soileau@monroetn.com">jessi.soileau@monroetn.com</a>
CONTACT PHONE:	(423) 442-9383 ext. 2105

**Monroe County Board of Commissioners**  
**Madisonville, Tennessee 37354**  
**(423) 442-9383**

**RFP Prepared By:**

**Request for Proposal Number:**

**Monroe County Finance Department**

**BOE1114-02-20**

**March 19, 2020**

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Sealed proposals, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **10:00 A.M. (EST.)** local time prevailing, **March 19, 2020**, and then publicly opened and read for Charter Bus Services for the Monroe County Board of Education, as authorized by the Monroe County Board of Commissioners.

No proposal can be withdrawn after the scheduled closing time for receipt of RFP for sixty (60) calendar days.

To be considered, your proposal must be submitted on the copy of this RFP. Proposers shall sign this form in the space provided and submit proposal document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Proposals shall be returned in the enclosed RFP envelope, properly completed and sealed. Proposals will not be accepted via fax machine or e-mail.

Time is of the essence and proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Proposers are responsible for ensuring that the Finance Department personnel stamp their proposal before the deadline indicated. Late proposals received will be so noted in the RFP file in order that the vendor's name will not be removed from any future RFP/vendor list.

If you desire not to quote on the RFP, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause for removal of your company's name from the RFP list for subject commodity.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to § 12-12-106

**1. Award**

Owner reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. Owner further reserves the right to reject the Bid/Proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid/Proposal of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder and the rejection of all Bids/Proposals in which that Bidder has an interest. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid/Proposal is the best interest of the Project. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by Monroe County for the goods and services specified or insufficient funds exist for future orders, Monroe County is under no obligation to make a contract award, contract renewal, or purchase.

**2. Preparation of Bid/Proposal**

- (A) Vendors are expected to examine all Bid/Proposal documents. Failure to do so will be at the vendor's risk.
- (B) Each vendor shall furnish all information required by the request. The vendor shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Vendors must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

**3. Availability of Requested Items**

Vendors must accept responsibility for verifying availability of specified items prior to submission of the Bid/Proposal. Vendor shall notify the County no less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

**4. Restrictive or Ambiguous Specifications**

It is the responsibility of the prospective vendor to notify Monroe County Purchasing if there is a question as to the specifications or Bid/Proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

**5. Delivery**

Delivery will be f.o.b. destination unless otherwise specified in the bid document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

**6. Federal Tax and State Sales Tax**

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

**7. Addenda**

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/ Proposal addenda, if issued, are posted on the County's website: [www.monroetn.com](http://www.monroetn.com). Prior to submitting a Bid/Proposal, it is the responsibility of the vendor to ascertain that they have received all addenda issued and Bid/Propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-126.

**8. Submission of Bid/Proposal**

- (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the vendor shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$25,000 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) Monroe County does not accept Bids/Proposal by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at vendor's request and expense unless otherwise specified in the Invitation.

**9. Modification or Withdrawal of Bids**

Bids/Proposal may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the Bid/Proposal deadline. A vendor representative making a modification in person shall have proper identification and shall initial the charge. The vendor representative shall sign a receipt for the withdrawal of a Bid/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

**10. Late Bids/Proposal**

It is the responsibility of the vendor to deliver their bids or proposal modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late Bids/Proposals will not be considered or returned.

**11. Qualifications of Vendors**

In evaluating Bids/Proposals, Owner will consider whether or not the Bids/Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal Form or prior to the Notice of Award. Owner will consider the qualifications of Bidders/Proposers and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the vendor to perform the work and the vendor shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**12. Subcontracts**

The vendor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

**13. Non-Collusion**

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the vendor certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Bid/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee

**14. Compliance with Applicable Laws**

The vendor shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

**15. Bid/Proposal Acceptance**

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless vendor indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, vendor agrees to furnish all services described or specified

**16. ACCEPTANCE OF BID CONTENT**

The successful contractor's bid content shall become a contractual obligation if procurement action ensues. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

**17. Notification to County**

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's vendor list for future solicitations.

**18. Standard Contract**

Monroe County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid.

**19. News Releases**

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

**1. Definitions**

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at [www.nigp.org](http://www.nigp.org), will govern on questions as to any other definition in this contract.

**2. Contract Terms**

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

**3. Contract Modification**

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

**4. Delivery Requirement**

To insure adequate service level to the people, Monroe County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

**5. Transportation Charges**

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

**6. Packaging**

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

**7. Quantities**

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

**8. Indemnification and Insurance**

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage.

**9. Inspection and Acceptance**

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

**10. Warranty**

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

**11. Invoices**

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

**12. Notice and Service Thereof**

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

**13. Acts of God**

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

**14. Patents**

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

**15. Bankruptcy or Insolvency**

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

**16. Public Notice – Title VI of the 1964 Civil Rights Act**

"No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

**17. Non-Conflict**

No employee, officer or agent of Monroe County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

**18. Provisions Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such assertion or correction.

**19. Termination of Contract**

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

The Contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

## **Overview**

The Talent Search program identifies and assists individuals from disadvantaged backgrounds who have the potential to succeed in higher education. The program provides academic, career, and financial counseling to its participants and encourages them to graduate from high school and continue on to and complete their postsecondary education. The program publicizes the availability of financial aid and assist participant with the postsecondary application process. Talent Search also encourages persons who have not completed education programs at the secondary or postsecondary level to enter or reenter and complete postsecondary education. The goal of Talent Search is to increase the number of youth from disadvantaged backgrounds who complete high school and enroll in and complete their postsecondary education.

## **Scope of Work**

The Monroe County Board of Education is requesting proposals for Charter Bus Services to serve the Talent Search Department. Charter Bus Services are utilized throughout the Monroe County School District and requires timely pick-up and delivery of students and staff to functions within the school district, as well as through the State when requested. Talent Search requires proposers have a knowledge and experience in charter bus services for schools. The Talent Search Department averages seven to nine trips a year, with an average of thirty to thirty-five students and three to five adults per trip.

## **Trips Descriptions**

Trips will leave from Monroe County Department of Education, 205 Oak Grove Rd., Madisonville, TN 37354 and Loudon High School, 1039 Mulberry Street, Loudon, TN 37774. The two fall trips travel to the Johnson City, TN area touring colleges two days for an overnight visit. Another trip is usually in March or April and travels to Atlanta, GA for an overnight visit viewing local attractions on the first day and competing on the second day. There are two trips in the spring traveling to Nashville, TN for an overnight visit which is to tour colleges both days on the way there and back. The end of the year trips are travels to Washington D.C. (5 days), Asheville, NC (overnight), Atlanta, GA (overnight), and Huntsville, AL (overnight). These trips are a combination of college visits and educational/cultural visits going both ways. Please note that this information is can change at any time. Trips may be added, canceled, or changed.

## **Specifications**

- The Talent Search Department will contract with one or more contractors for transportation services by private owned carriers for both intrastate and interstate travel. Further, Talent Search expects that all proposers by the act of their proposal shall be certified in accordance with all applicable laws of the State of Tennessee. Proposers shall provide, with their proposal, a listing of all Tennessee certified drivers that will be employed under this contract and shall include expiration dates. Any new drivers not on

the list at the time of proposal submittal must be sent to Monroe County Board of Education at least fourteen (14) days before a scheduled trip.

- All work performed and all equipment used by proposer shall meet all applicable “Regulations and Laws Relating to Pupil Transportation in Tennessee” as published by the Tennessee Department of Education. Your signed proposal will be considered a declaration that such equipment does, in fact, meet all safety regulations. If contractor utilizes another carrier for whatever reason, the Talent Search Department must be advised before said trip.
- The Talent Search Department reserves the right to assess the contractor damages should the contractor fail to provide at least a two week notice of cancellation of equipment and/or trip. The amount of the damages which may be assessed to the contractor shall be \$250.00 per trip, plus any costs incurred by Talent Search in obtaining an alternate carrier to include the difference in trip fees.
- The Talent Search Department may request transportation services verbally or in writing. However, verbal orders must be acknowledged by the contractor with four (4) calendar days from the date of the order on the contractor’s standard confirmation form.
- The Talent Search Department recognizes its liability toward vandalism of the contractor’s property by its passengers. However, Talent Search demands the right to inspect all damage claimed by the contractor to have been caused by Talent Search passengers. Said inspection will be made not later than the next school work day following notification by the contractor. No compensation will be given to the contractor for the damage claim unless authorized by the Director of Talent Search. Talent Search will make every effort to be reasonable in its evaluation.
- Parking fees, entrance fees, tolls, and added mileage in and around the destination city as well as additional miles to the pre-trip itinerary if approved or ordered by the Director of Talent Search, shall be expenses of the Talent Search Department payable to the contractor.
- The Talent Search Department will book and pay the actual lodging costs of the driver with the group; however, any vandalism or incidental charges on the hotel room will be the responsibility of the contractor. Driver’s meals shall be the responsibility of the contractor.
- Contractors are encouraged to include any discounts into their proposal price(s) at the time of submission.
- Premium rates that are additional to proposal prices for weekend, time of the year, or special events need to be specified in proposal.

- The Talent Search Department shall pay extra driver charge at a rate of \$150.00 per day per driver plus \$0.45 cents per mile (round trip mileage) plus room charge if necessary.
- Equipment Summary: Proposer shall furnish with their proposal, a summary of all vehicles that may be provided to Talent Search for use (Equipment Summary Form). In addition, Proposer shall furnish vehicle inspection approval certificates. All buses contracted by the Talent Search Department will be only Charter Coaches.
- Charter Buses must arrive at pick-up location at least thirty (30) minutes prior to departure time.
- Awarded Contractors must immediately contact the Director of Talent Search for any of the following, while contracted for an event: Bus accident (all types, minor and major), breakdowns (all incidents in which the bus is not able to proceed), delays (any delay which will impair the departure/arrival).
- All buses provided under the awarded contract must be Tennessee Highway Patrol certified. All buses must be in full operating condition (i.e. air condition, heating, plugins, media, restroom, etc.)
- All contract bus drivers will present themselves in a professional manner with both students and staff at all times during contract event period. Failure to do so will disqualify said driver from further contracts with the Talent Search Department. The Talent Search Director will review all complaints.
- Qualifications criteria will be based on the following:
  - Price
  - References
  - Ability to meet schedule
  - Quality of Buses

### **Company Information**

- Provide information regarding your company and its officers.
- Provide an after-hours contact number for cases of emergency.
- Provide any other information regarding your company, services, awards, etc. which will assist in review of your proposal.
- Provide information on your requirements for requesting a charter bus.

### **Required Company Information**

- Provide your company emergency procedures for a disabled bus (i.e. accident, breakdown, etc.).

- What are your procedures and timeline to replace a disabled bus locally and in neighboring states?
- Provide a Certificate of Insurance. Talent Search will also require proof that the insurance company be rated A-9 or equivalent by Best's Financial Strength Rating Guide.
- Provide a current copy of the Tennessee Department of Transportation Annual Inspection form for each coach being used by the Talent Search Department with a satisfactory rating.
- Provide a list of current Coach Certified Drivers under the company's employment. Drivers must hold proper licensing and physical certifications in order to transport students from the Talent Search Department.
- Provide a letter ensuring each driver is in a qualified Drug and Alcohol testing pool that meets all Federal standards and requirements.
- Provide a current certificate of insurance, comprehensive auto and General Liability including personal injury, liability and contractual liability. The limits of liability for vehicles shall be five million dollars combined single limits for bodily injury liability, and property damage liability.
- The Talent Search Department may do random inspections of the buses and drivers chartered by the department. When an identified Talent Search employee inspects the vehicle, the driver will be required to produce their current CDL, Medical Card, and certificate for a school bus or SPAB certification and a copy of their current First Aid card if applicable to maintain.

### **Contact Information**

Any questions or request for clarifications must be submitted by email to [jessi.soileau@monroetn.com](mailto:jessi.soileau@monroetn.com) no later than 4:00PM on 2/20/2020. No questions or request for clarification will be answered after the above listed date and time. Telephone and fax questions will not be answered.

### **Terms of Contract**

The contract period shall be for one (1) year commencing March 1, 2020 through February 28, 2021. The contract may be renewed for an additional three (3) years in twelve month increments if agreeable by both parties and reduced to written form.

Monroe County reserves the right, when the interest of the County so requires, to terminate this proposal/contract in whole or in part for the convenience of the County. Notification of termination must be in writing (certified mail), issued by the Department of Finance.

### **Award**

The contract award, if made, will be to the contractor whose proposal meets the specifications and conditions set forth, and whose proposal is most advantageous to the County. Price shall be an evaluation factor as well as the qualifications and ability of the contractor to perform the necessary work, and past performance history. Monroe County reserves the right to reject any and all proposals submitted.

The successful contractor's proposal content shall become a contractual obligation if procurement action ensues. Failure of the successful contractor to accept these obligations in a contractual agreement may result in cancellation of the award.

Monroe County reserves the right to incorporate standard county provisions into any contract negotiated as a result of any proposal submitted in response to the proposal.

The contractor shall not engage the services of any person employed by Monroe County Government, including any department, commission, or board thereof without written consent of the County.

### **Invoicing**

Invoices must contain date and location supplies were delivered and the purchase order number for that particular order. Invoices will be paid within thirty (30) days once received. **The contractor is not to fulfill any orders for the County without a purchase order in place.**

### **Response Submission**

In order to facilitate the proposal evaluation process, one (1) original and one (1) exact copy of the proposal must be submitted to the Purchasing Department. All proposals must be packaged, sealed, and show the following information on the outside of the package:

Company's Name and Address  
RFP Number and Title and RFP Due Date and Time

Submit to:  
Monroe County Finance Department  
Attn: Jessi Soileau  
103 College Street South, Ste. 9  
Madisonville, TN 37354

## **References**

The contractor must be able to provide a list of three (3) references, including the name, complete address, contact person, phone number, and length of time services have been provided for other local government or school organizations or corporations for which the contractor provided charter bus services in the past five years.

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

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Period of time goods were provided: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Period of time services were provided: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Period of time services were provided: \_\_\_\_\_

**Monroe County reserves the right to reject any and all proposals and to negotiate with an applicant prior to entering into a contract. Any award pursuant to the terms and provisions hereof shall be in the best interest of Monroe County.**

## **Litigations**

The prospective Charter Bus Service contractor shall identify by name, docket number, and Court, all litigations to which the prospective Charter Bus Service contractor and/or contractor's firm has been a party from January 2005 to present.

NO \_\_\_\_\_

YES \_\_\_\_\_

Name of Case (include case or docket number): \_\_\_\_\_

Court in which case is filed: \_\_\_\_\_

Description of claims that are subject to any litigations:

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Decision/Verdict of case if concluded:

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### **Must be Included in RFP Package**

1. One original and one copy of RFP
2. W-9
3. Three References
4. Completed Litigations History Information

### **Proposal Form: Bus Rate Work Sheet**

55/56 passenger bus with toilet

\$\_\_\_\_\_ per mile

\$\_\_\_\_\_ for first 5 hours and \$\_\_\_\_\_ per hour thereafter

\$\_\_\_\_\_ per 24-hour period and \$\_\_\_\_\_ per hour thereafter

### **Bus List – Equipment Summary**

Vehicle Mfg.	Model	Seating Capacity	Vehicle License #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____

**PROPOSAL/BIDDER INFORMATION:**

Name of Proposer/Bidder:

\_\_\_\_\_  
(Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business has been in business under its present name since: \_\_\_\_\_

At this present time we understand all requirements and state that as a serious proposer/bidder we will comply with all the stipulations included in this package.

The above named proposer/bidder affirms and declares:

1. That the proposer/bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal/Bid or in the contract proposed to be entered into.
2. That this Proposal/Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That the proposer/bidder is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal/bid, in the performance of the Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

PROPOSER/BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

(Authorized Signature in Ink)

PRINTED NAME OF SIGNER: \_\_\_\_\_

TITLE OF SIGNER: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

PHONE NUMBER OF SIGNER: \_\_\_\_\_

**ALL CONTRACTORS MUST SUBMIT A W-9 FORM WITH THEIR PROPOSAL/BID  
RESPONSE**