

# Anderson County Government

## Request for Proposals

100 North Main Street, Suite 214  
Courthouse  
Clinton, Tennessee 37716  
(865) 457-6218 Office  
(865) 457-6252 Fax

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**RFP No.: 2419**

**Date Issued: February 2, 2024**

**Proposals will be received until  
2:30 p.m. Eastern Time on February 22, 2024**

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Sealed solicitations are subject to the **General Terms and Conditions** and any other data attached or incorporated by reference. Responses will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES  
IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED  
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.

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 2/1/24  
Robert J. Holbrook, Director of Finance

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BID DESCRIPTION
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Request for School Bus Contractor Routes.
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**Proposals must be submitted in a sealed envelope/box with the RFP # clearly labeled.**

Questions are to be emailed to [purchasing@andersoncountyttn.gov](mailto:purchasing@andersoncountyttn.gov) and [kleehammer@andersoncountyttn.gov](mailto:kleehammer@andersoncountyttn.gov)

**RFP # 2419**  
**School Bus Contractor Routes**  
**Specifications**

Anderson County (herein after "The County") is seeking proposals for School Bus Contractor Routes. By submitting proposals the Contractor agrees that their prices will remain as quoted (or less) until at least July 1, 2024. The County anticipates issuing a six-year contract with six one-year renewal options. By submitting proposals the Contractor agrees to comply with all the terms in Exhibit A, the standard School Bus Routes Contract template. Exhibit A serves as the Scope of Work for this RFP.

**Proposal Requirements**

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Proposals must be submitted in the format listed in this section. Proposals shall be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. The evaluation points assigned to each section are indicated in parentheses.

**Tab 1. Fleet and Maintenance (25 Points)**

Proposals shall list the Contractor's fleet to include the year, make and model of all buses. Proposals shall describe the Contractor's scheduled maintenance plans and list the address of the Maintenance/Storage facility. The County reserves the right to make site visits to inspect the facility and fleet.

**Tab 2. Vendor History/Experience (25 points)**

Proposals must provide the following:

- Number of years Contractor has been in operation
- Number of current customers
- References. References must include the name of the Customer, a contact name, email address, phone number and a description of the bus services provided.
- Proof of current state bus inspections and any other Certifications/licensures applicable to the proposed work.

**Tab 3. Location of Facility (20 Points)**

Proposals shall list the address of the main facility and any satellite locations the Contractor uses or will use to ensure optimum proximity to routes.

**Tab 4 – Vendor Team (20 Points)**

Proposals shall list the Contractor's Management Team and provide a main point of contact(s) that will be available during needed times to communicate immediate

adjustments in bus schedules in case of inclement weather or other reasons. Proposals shall describe the vetting the Contractor employs during the hiring process. Proposals shall provide the Contractor's retention rate.

**Tab 5 - Cost (30 Points)**

Vendors may bid on individual routes or multiple routes as outlined on the routing bid sheet. Vendors are to price out the routes as listed on Exhibit B and may make alternate cost-saving proposals for combined routes.

**Tab 6 – Additional Required Forms** (pass/fail)

- Attachment 1, Non-Collusion Affidavit
- Attachment 2, Diversity Business Information Sheet (If applicable)
- Attachment 3, Vendor Information Sheet
- Attachment 4, Certificate of Liability Form
- Attachment 5, Background Check Form

**CONTRACTOR CONSTRAINTS**

The vendor shall be responsible for all licenses, fees and permits required for performance of the contract resulting from this Request for Proposal. All work to be performed under this contract shall be provided at times convenient to Anderson County. Maintenance may only be performed at times which do not interfere with the daily operations of Anderson County Schools. Should a bus fail to operate a route as scheduled, payment will be adjusted accordingly.

**SCHOOL BUS ROUTES CONTRACT**  
**REGULAR TRANSPORTATION PROGRAM**

Contractor: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Route No.: \_\_\_\_\_ Contract Period: \_\_\_\_\_  
Minimum Capacity: \_\_\_\_\_ Amount: \_\_\_\_\_

**THIS AGREEMENT** (the "Contract") is made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_, (hereinafter referred to as "the Contractor").

For and in consideration of the consideration and agreements set forth hereinafter, the sufficiency of which is hereby acknowledged by both parties, the Board and the Contractor hereby recite and agree to the following:

1. The Board is charged with the responsibility of providing education for the children of Anderson County, Tennessee and student transportation to and from Anderson County Schools as required by law, and pursuant to those obligations, the Board desires to make arrangements for the transportation of students to and from school each school day.
2. The Contractor is desirous of entering into an agreement with the Board whereby the Contractor, for agreed compensation, will provide such transportation for the Board and carry out the responsibility of transporting such school students to and from school each day, as the Board through its authorized agents may designate, in accordance with the terms and conditions of this Contract, utilizing appropriate and authorized personnel and equipment to be provided by the Contractor.
3. Both parties to this Contract are aware that various laws, rules, regulations, and Board policies control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and the Contractor to be in compliance with any such laws, rules, regulations and policies which apply to the services to be provided under this Contract.
4. Both parties to this agreement are aware that such laws, rules, regulations and policies may be changed, amended, deleted or created during the term of this Contract.

## Exhibit A

In view of the foregoing, and in consideration of the mutual promises and conditions contained herein, the Board and the Contractor have agreed, and by the execution of this Contract do intend to set their agreement down in writing, as hereinafter set out.

- A. The Contractor agrees to operate school buses for the purpose of transporting school students to and from school, at the time and along a specified bus route or routes described in Exhibit A hereof. All buses used shall be provided by the Contractor and it shall be the Contractor's responsibility to maintain such buses in good, safe, working order, and in compliance with all laws and regulations applicable thereto. All bus drivers must be appropriately licensed, competent, responsible individuals and shall be employees of the Contractor and must not be considered for any purpose as employees of the Board. The Board assumes no liability for the actions of school bus drivers, trainees, or other employees of the Contractor.
- B. The base compensation to be paid to the Contractor (the "Base Contract Price") by the Board for these services shall be calculated on the basis of the Contractor's bid price for the attached route(s). The base contract mileage shall be the mileage from the place where the first student is picked up in route to the school, or other location to where the last student is delivered. Mileage between runs is not to be included in determining mileage. In the event of a change in the base contract mileage, the Base Contract Price shall be calculated according to the following formula:
- $$\frac{40\% \times \text{Bid Price} / \text{Specified Contract Miles per Day} + 176 \times \text{Number of Miles Increased (or Decreased) for the year or the amount of days remaining on the contract.}}{176}$$
- C. For the purpose of calculating mileage under this Contract, the miles identified in the attached route description shall be controlling unless mileage is increased or decreased by Board action subsequent to the execution of contracts. In the event of such increase or decrease, a written amendment to this Contract shall be entered into by the parties, and the mileage shown in said amendment shall be controlling.
- D. For the purpose of determining the Base Contract Price, it shall be assumed that the school year lasts for a period of no less than 180 days, but should the school year be less than 180 days, then the contractor shall still receive guaranteed payment for 176 days. The Base Contract Price for the 176 guaranteed days shall be calculated at the daily rate set forth in Item B, above. The Board shall pay to the Contractor ten (10) equal monthly installments of the Base Contract Price to be paid on or before the 25<sup>th</sup> day of each month beginning in August and ending in May of the following year.

Exhibit A

- E. The Base Contract Price (excluding fuel) shall be adjusted annually as of the commencement of each school year. The Board shall calculate the adjustment for each school year based upon the "Revised Consumer Price Index" (referred to herein as the "CPI") set forth by the United State Department of Labor. The date of the CPI for Base Contract Price adjustments shall be January 12 of the previous school year, and the corresponding index for the successive January 12<sup>th</sup> shall be the current index. The percentage of increase as bid in the base contract shall be the adjustment required over the Base Contract Price. At no time shall a decrease in the CPI operate to decrease the original Contractor's bid. The increased adjustment of the Base Contract Price shall not be less than 2% or greater than 4% even if the CPI change is less or more than these amounts.
- F. In addition to the Base Contract Price, as adjusted from year to year, the Board will pay the Contractor for increases in diesel fuel costs ("Fuel Increase Compensation") as provided herein. The base price will be based on the lowest price of diesel at I-75, exit 122 on July 1, and will be calculated daily. The Fuel Increase Adjustment shall be based on the difference between the average price of diesel fuel on July 1 and the daily price. For each \$0.15 increase in cost, the Board will pay the Contractor an additional \$0.05 cents per mile, with the mileage calculated as provided in Section C above.
- G. All buses must be Type I, and all replacement buses must be no older than five (5) years, unless such requirements are waived by the Board in its sole and absolute discretion, for good cause shown. Said bus chassis and body must conform to the rules and regulations of the State Board of Education and comply with all laws and regulations of the State of Tennessee. All buses used in the performance of this Contract must comply with all regulations, guidelines and requirements of the State of Tennessee and any other state in which the bus is operated. The Contractor may use no buses in the performance of this Contract that are older than eighteen (18) years from the build date not the put-into-service date.
- H. All buses used to transport Anderson County School students will be equipped with a minimum of one (1) video/audio surveillance camera located at the front of the bus. The camera will cover both the driver and students on the bus and shall record video and audio at all times during bus operations. Said video will be available upon request by school administrators but will never be shown by the Contractor or its agent to any other person, including parents, without advance written permission from the Board.
- I. Liability insurance coverage on each bus shall be no less than the minimum required by state law, and shall be provided by and at the expense of the

## Exhibit A

Contractor. If the Contractor transports students across state lines, the Contractor must also carry the minimum insurance required by the adjacent state. Failure to carry appropriate insurance as contained herein shall be cause for immediate termination of this Contract. The Board shall be named as an additional insured on all such policies, and shall be provided with copies on such policies and a certificate of insurance indicating that such insurance is in full force and effect at all times material hereto. The insurer shall be required to give sixty (60) days written notice to the Board prior to cancellation of the contract of liability insurance required herein. Said mandatory notice of cancellation obligation of the insurer **shall** be evidenced by written amendment or endorsement or other provision in insurance contract.

- J. The Contractor acknowledges and agrees that officials of the State of Tennessee shall conduct one or more bus inspections each year, that buses shall meet all state guidelines and that no bus shall ever be used by the Contractor which fails the state bus inspection. This inspection clause is meant to include both used and new buses. All buses must display a current state inspection sticker before transporting students.
- K. All drivers used by Contractor in carrying out this contract shall be required to take a driver training program under the supervision of the State Department of Safety, or an equivalent course of training as may from time to time be prescribed by the State of Tennessee Department of Education and approved by the Board. All drivers shall have a current school bus endorsed Commercial Driver License ("CDL"). The Contractor shall provide the Board each year with driver information packets that include the front and back photograph of the CDL, a driver information sheet, a copy of the TN Official Driving Record report, current medical clearance for the driver, and a background check for the driver. The driver information packet for each driver shall be filed with, and maintained by the Anderson County Human Resources department.. If at any time the Anderson County Director of Transportation determines, in his or her sole and absolute discretion, that a driver is disqualified from performing services under this Contract, then said driver will immediately be removed from such duties and will not transport Anderson County students.
- L. The Contractor shall bear the cost of all maintenance, repair or replacement of any equipment or any school buses used by the Contractor in the carrying out of the Contract, and it shall be the responsibility of the Contractor to provide a location for the maintenance, off season storage and after hours parking of school buses. If a bus or buses are allowed to be parked on a school campus by the principal the Contractor will assume all liability for such buses and any equipment or property so stored.

## Exhibit A

- M. The Contractor shall be responsible for all licenses, fees and permits required for performance of the Contract. All work to be performed under this Contract shall be provided at times directed by the Board or the Director of Transportation, or their employees or agents. Maintenance may only be performed at times which do not interfere with the daily operations of the performance of this Contract and Anderson County Schools. Should a bus fail to operate a route as scheduled, payment will be adjusted accordingly.
- N. The Contractor will provide parking and maintenance facilities within Anderson County and will continue to maintain such facilities throughout the term of the Contract. All buses, parking, and maintenance facilities will be available for inspection by the Director of Transportation thirty (30) days prior to the first day of school.
- O. The Contractor understands and agrees that it must and shall abide by any and all federal, state, or local laws, rules and regulations, including such policies as may be enacted from time to time by the Board. Such laws, rules and regulations of the federal government, the State of Tennessee, and the Board are incorporated herein by reference as if the same is set out verbatim, and if the laws, rules and regulations should conflict with these terms, then it is understood that this Contract shall be deemed modified to conform to such laws, rules and regulations. The Contractor shall strictly comply with this Contract and the Board's policies and procedures, including, but not limited to, starting points, destinations and times of departure and arrival, as necessary to adequately fulfill the performance of services hereunder. The Board may terminate this Contract for any violations of or failure to adequately fulfill its terms or the Board's policies and procedures. The Board's election not to terminate this Contract shall not constitute a waiver of the Board's right to terminate for subsequent violations of or for failure to adequately fulfill the terms hereof..
- P. This Contract shall be effective as of the date established by the Board and shall remain in effect for six (6) years from said date. After the expiration of the six-year term, the Board, in its sole and absolute discretion, may exercise its option to extend the term of this Contract each year for one (1) additional year not to exceed six (6) one-year extensions. If the Contractor cannot fulfill the terms of the Contract, the Contractor may assign, sell, sublet or otherwise transfer any rights and obligations hereunder, with the Board prior written consent in its sole and absolute discretion; provided, the Contractor notifies the Board of such intent on or before March 31 of any year of the term of this Contract. Any attempted transfer without the Board's prior written consent is void ab initio. The Board may impose reasonable conditions on its approval of the transfer of the Contractor's rights and duties hereunder, including but not limited to the new contractor signing such agreements and understandings necessary to obligate it to this Contract and the current Contractor remaining liable as guarantor. Any transfer duly



## Exhibit A

made and approved pursuant to the provisions of this Section P shall not take effect until the next school year.

- Q. This Contract constitutes the entire agreement of the parties. This Contract shall be binding upon the Contractor, any approved sub-contractors, employees and their respective heirs, executor's, administrators, successors and assigns.
- R. In the event of a violation of the terms and intentions of this Contract, or the Board's policies and procedures, the Board, in addition to any and all remedies available at law or in equity, may impose disciplinary actions or measures upon the Contractor, or any of its approved sub-contractors, employees or agents, including but not limited to: written reprimand, written suspension, written discharge or temporary oral or written suspension. The Board shall not suspend or discharge Contractor, sub-contractor, employee or agent without good cause. The Board, acting by or through the Director of Transportation, may orally suspend a Contractor, sub-contractor, employee or agent temporarily for a period up to seventy-two (72) hours without notice of the cause substantiating the suspension; provided, the Board furnishes written notice of the good cause substantiating the suspension within that period of time. The Board may withhold any Base Contract Price or other payments otherwise due under this Contract during any period of suspension or discharge. Cell phone usage during the operation of a school bus, unless deemed an emergency, is a class C misdemeanor pursuant to Tenn. Code Ann. section 55-8-192 and will result in immediate dismissal.
- S. Upon any suspension or discharge as provided in Section R above, the Contractor shall have the right to appear before the Board at its next regularly scheduled meeting to discuss or refute the basis for suspension or discharge. In all cases of discharge or suspension, written details of the charges will be furnished to the Contractor at least fifteen (15) days prior to the hearing. If the Board decides in its sole and absolute discretion that good cause does not exist for the suspension or discharge, any withheld Base Contract Price or other compensation for the suspension or discharge period shall be paid to the Contractor.
- T. It is understood and expressly agreed by the parties to this contract that the Contractor shall be an independent contractor for all purposes, and the Contractor assumes all liability related to the operation of school buses, transportation of students and performance under this Contract. In no event shall the Contractor or the Contractor's employees be deemed an agent, servant, or employee of the Board or Anderson County.
- U. If during the term of this Contract, as a result of inclement weather or for any other reason, the Director of Schools should cancel school for a

Exhibit A

particular day or a particular period of time, every effort will be made to notify the Contractor as soon as possible.

- V. Only students currently enrolled in Anderson County Schools, school system employees or Contractor staff will be transported by buses operating under the terms of this Contract, unless otherwise approved in advance by the Board.
- W. The Contractor agrees to indemnify and hold harmless the Board, Anderson County, and their employees, agents and representatives (the "Indemnified Parties"), from all lawsuits, claims, actions, causes of action, demands, or liabilities of any nature, resulting from any and all loss, harm, death, damage, personal injuries, property damage or otherwise (including to but not limited to attorneys' and expert witness or consulting fees and medical expenses) that may be asserted at any time against the Indemnified Parties and caused in whole or in part by the Contractor or its subcontractors, employees or agents. .
- X. In the event of default of this Contract by the Contractor, the Board may avail itself of any and all remedies provided herein or provided by law or in equity, including but not limited to injunctive relief and specific performance, all at the option of the Board in its sole and absolute discretion. In the event the Board pursues any relief as a result of the Contractor's default hereunder, the Contractor agrees to pay the Board all resulting reasonable attorneys' fees and expenses incurred by the Board.
- Y. No modifications, amendments, supplements to or waiver of this Contract or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.
- Z. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.
- AA. In the event any one or more of the provisions of this Contract is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.
- BB. Notwithstanding other provisions of this Contract, in the event any party materially breaches, defaults or fails to perform hereunder, this Contract may be terminated by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.
- CC. Any Exhibits attached hereto or incorporated herein are made a part of this Contract for all purposes. The expression "this Contract" means the body of this Contract and the Exhibits.

Exhibit A

- DD. This Contract may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Contract. This Contract shall become effective when executed and delivered by all the parties.
- EE. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Contract shall lie exclusively in such courts.
- FF. This Contract shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.
- GG. This Contract shall be governed and construed in accordance with the laws of the State of Tennessee.
- HH. Any notice required or provided pursuant to this Contract shall be in writing and sent or delivered to the parties at their respective addresses shown on the first page of this Contract.
- II. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Contract.
- JJ. In the event of assignment or succession as provided herein, the terms and conditions of this Contract shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.
- KK. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Contract.
- LL. The Board's obligation to pay the Base Contract Price or any other compensation under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the Anderson County Board of Commissioners. Any contract, including this Contract, requiring appropriated funds beyond the current fiscal year may be canceled without notice in the event that funding to support the Contract is unavailable in the subsequent fiscal year.
- MM. The Contractor shall comply with the Tennessee Human Rights Act, T.C.A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

## Exhibit A

**NN.** It shall also be an unlawful employment practice for the Contractor:  
(1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Exhibit A

**IN WITNESS WHEREOF THE PARTIES DO HEREUNTO SET THEIR HANDS**  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR:**

**ANDERSON COUNTY BOARD  
OF EDUCATION:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Director of Schools

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Board of Education Chairman

\_\_\_\_\_  
Title

**ANDERSON COUNTY  
GOVERNMENT:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City, State, Zip

Approved as to Legal Form

\_\_\_\_\_  
N. Jay Yeager  
Anderson County Law Director

### SCHOOL SCHEDULE

SCHOOL NAME	OPEN DOOR TIME	SCHOOL START BELL TIME	REGULAR DISMISSAL BELL TIME
Anderson County High	7:45 AM	8:35 AM	3:45 PM
Andersonville Elementary	7:15 AM	7:50 AM	3:00 PM
Briceville Elementary	7:30 AM	8:00 AM	3:10 PM
Claxton Elementary	7:20 AM	7:50 AM	3:00 PM
Clinton Middle School	7:45 AM	8:30 AM	3:40 PM
Clinton High School	7:55 AM	8:45 AM	3:55 PM
Dutch Valley Elementary	7:20 AM	8:00 AM	3:10 PM
Fairview Elementary	7:20 AM	7:55 AM	3:05 PM
Grand Oaks Elementary	7:30 AM	8:05 AM	3:15 PM
Lake City Elementary	7:35 AM	8:00 AM	3:10 PM
Lake City Middle School	7:20 AM	8:00 AM	3:15 PM
Norris Elementary	7:15 AM	7:50 AM	3:00 PM
Norris Middle School	7:25 AM	8:05 AM	3:15 PM
Norwood Elementary	7:20 AM	7:55 AM	3:05 PM
Norwood Middle	7:15 AM	8:00 AM	3:10 PM
Clinch River Community School	7:55 AM	8:35 AM	3:45 PM
Anderson County Career & Technical Center	7:55 AM	8:36 AM	3:45 PM

Prices over 6.5% of Current Prices will be Rejected.

Exhibit B - RFP #2419 PRICE SHEET

Bus Route #	Bus Capacity	Total Route Miles *	Miles/Year	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
4	66	33	5808	\$	NWES, NWMS		CES Clinton Elementary School
5	66	52	9152	\$	NWES, NWMS, GOES		CMS Clinton Middle School
8	66	81	14256	\$	DVES	CMS, CHS	CRCS Clinch River Community School
9	72	63	11088	\$	CES	CMS, CHS	DVES Dutch Valley Elementary School
10	78	48	8448	\$	CES	CMS, CHS	FES Fairview Elementary School
14	78	50	8800	\$	CES	CMS, CHS	GOES Grand Oaks Elementary School
20	84	53	9328	\$	DVES	CMS, CHS	LCES Lake City Elementary School
21	78	29	5104	\$		CMS, CHS	LCMS Lake City Middle School
23	78	48	8448	\$	NEW, NWM, GOES	CMS, CHS	NES Norris Elementary School
24	72	42	7392	\$	DVES	CMS, CHS	NMS Norris Middle School
26	78	66	11616	\$	NES, NMS	ACHS	NWMS Norwood Middle School
27	66	18	3168	\$		CMS, CHS	

VENDOR NAME:

Bus Route #	Bus Capacity	Total Route Miles *		Cost Per Year	1st Run Schools	2nd Run Schools	Legend
29	78	52	9152	\$	AES, NMS	ACHS	ACHS Anderson County High School
30	78	41	7216	\$	NWES, NWMS		AES Andersonville Elementary School
37	66	56	9856	\$	AES, NMS	ACHS	CMS Clinton Middle School
40	78	84	14784	\$	GOES	CMS, CHS	CHS Clinton High School
42	66	55	9680	\$	FES, NMS	ACHS	CRCS Clinch River Community School
45	78	95	16720	\$	AES, NMS	ACHS	GOES Grand Oaks Elementary School
46	78	78	13728	\$	GOES	CMS, CHS	LCMS Lake City Middle School
52	66	76	13376	\$	FES, NMS	ACHS	NWMS Norwood Middle School
54	78	70	12320	\$	AES, NMS	ACHS	
62	72	30	5280	\$	NWES, NWMS		
63	66	33	5808	\$	AES, NMS		

VENDOR NAME:

Bus Route #	Bus Capacity	Total Route Miles *		Cost Per Year	1st Run Schools	2nd Run Schools	Legend
74	72	64	9856	\$	GOES	CMS, CHS	BES Briceville Elementary School
76	78	34	5984	\$	NWES, NWMS	GOES, CHS	CMS Clinton Middle School
81	78	56	9856	\$	FES, NMS, ACHS	???	DVES Dutch Valley Elementary School
82	66	66	11616	\$	FES, NMS	ACHS	FES Fairview Elementary School
<b>28TOTAL ROUTES</b>							GOES Grand Oaks Elementary School
							LCES Lake City Elementary School
							LCMS Lake City Middle School
							NES Norris Elementary School
							NMS Norris Middle School
							NWES Norwood Elementary School
							NWMS Norwood Middle School
<b>ANDERSON COUNTY CAREER &amp; TECHNICAL BUS RUNS</b>							
CTE Run	66	12		\$	CRCS/CHS		CTE Career & Technical Education
CTE Run	78	12		\$	CHS/ACCTC		**Number of runs depends on student enrollment

\* Total Route Miles Calculated ONLY while students are on the bus

VENDOR NAME:

Attachment 1

**Non-Collusion Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I state that I am (Title) \_\_\_\_\_ of (Name of My Firm) \_\_\_\_\_ and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) \_\_\_\_\_ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
Representative's Signature Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_



## Attachment 2



### DIVERSITY BUSINESS INFORMATION

#### Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

**"MINORITY"** means a person who is a citizen or lawful permanent resident of the United States and who is:

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

**"MINORITY BUSINESS ENTERPRISE"** shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**"WOMEN BUSINESS ENTERPRISE"** shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

Attachment 2

**DIVERSITY BUSINESS INFORMATION  
ANDERSON COUNTY GOVERNMENT**

**NOTE:** This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

**IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED**

**SECTION 6 – DIVERSITY INFORMATION**

**VENDOR/CONTRACTOR NAME:** \_\_\_\_\_

**Type of Company:** (Check One)

( ) Corporation ( ) Partnership ( ) Limited Liability ( ) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes \_\_\_ No \_\_\_

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native \_\_\_%
- African American \_\_\_%
- Hispanic \_\_\_%
- Asian/Pacific Islander \_\_\_%
- Other \_\_\_% \_\_\_\_\_ (please indicate)

Please name the entity of certification: \_\_\_\_\_

Please provide copy of certification letter or certificate

**I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

**Signature:** \_\_\_\_\_ **OFFICER OF THE COMPANY**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT:**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_

PERSONALLY APPEARED \_\_\_\_\_, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: \_\_\_\_\_

PRINTED FULL NAME OF NOTARY: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**Attachment 3**  
**BID NUMBER: 2350 – School Bus Contractor Routes**

**SECTION 1 - BID INFORMATION**

Acknowledgment of Addenda:  
(Write "Yes" if received)

Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_

**SECTION 2 - VENDOR INFORMATION**

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Contact Person *(Please Print)* \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Taxpayer Identification Number, Social Security or  
Employer Identification Number: \_\_\_\_\_

State of Tennessee Business License Number:  
License # \_\_\_\_\_

**I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.**

**Authorizing Signature:** \_\_\_\_\_

**(Please sign original in blue ink)**

**Attachment 4  
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- |    |                                     |                                                                                                                                                                                                                                                                 |                                                   |
|----|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 1. | <input checked="" type="checkbox"/> | <b>Workers Compensation<br/>Employers Liability</b>                                                                                                                                                                                                             | Statutory limits<br>100,000/100,000/500,000       |
| 2. | <input checked="" type="checkbox"/> | <b>Commercial General Liability</b>                                                                                                                                                                                                                             | \$500,000 per occurrence<br>\$1,000,000 aggregate |
|    | <input checked="" type="checkbox"/> | Occurrence Form Only                                                                                                                                                                                                                                            |                                                   |
|    | <input checked="" type="checkbox"/> | Include Premises Liability                                                                                                                                                                                                                                      |                                                   |
|    | <input checked="" type="checkbox"/> | Include Contractual                                                                                                                                                                                                                                             |                                                   |
|    | <input checked="" type="checkbox"/> | Include XCU                                                                                                                                                                                                                                                     |                                                   |
|    | <input checked="" type="checkbox"/> | Include Products and Completed Operations                                                                                                                                                                                                                       |                                                   |
|    | <input checked="" type="checkbox"/> | Include Personal Injury                                                                                                                                                                                                                                         |                                                   |
|    | <input checked="" type="checkbox"/> | Include Independent Contractors                                                                                                                                                                                                                                 |                                                   |
|    | <input checked="" type="checkbox"/> | Include Vendors Liability                                                                                                                                                                                                                                       |                                                   |
|    | <input checked="" type="checkbox"/> | Include Professional or E&O Liability                                                                                                                                                                                                                           |                                                   |
| 3. | <input type="checkbox"/>            | <b>Business Auto</b>                                                                                                                                                                                                                                            |                                                   |
|    | <input type="checkbox"/>            | Include Garage Liability                                                                                                                                                                                                                                        |                                                   |
|    | <input type="checkbox"/>            | Include Garage Keepers Liability                                                                                                                                                                                                                                |                                                   |
|    | <input type="checkbox"/>            | Copy of Valid Driver's License                                                                                                                                                                                                                                  |                                                   |
|    | <input type="checkbox"/>            | Copy of Current Motor Vehicle Record                                                                                                                                                                                                                            |                                                   |
|    | <input type="checkbox"/>            | Copy of Current Auto Liability Declarations Page                                                                                                                                                                                                                |                                                   |
| 4. | <input type="checkbox"/>            | <b>Crime Coverages</b>                                                                                                                                                                                                                                          |                                                   |
|    | <input type="checkbox"/>            | Employee Dishonesty                                                                                                                                                                                                                                             |                                                   |
|    | <input type="checkbox"/>            | Employee Dishonesty Bond                                                                                                                                                                                                                                        |                                                   |
| 5. | <input type="checkbox"/>            | <b>Property Coverages</b>                                                                                                                                                                                                                                       |                                                   |
|    | <input type="checkbox"/>            | Builders Risk                                                                                                                                                                                                                                                   |                                                   |
|    | <input type="checkbox"/>            | Inland Marine                                                                                                                                                                                                                                                   |                                                   |
|    | <input type="checkbox"/>            | Transportation                                                                                                                                                                                                                                                  |                                                   |
| 6. | <input type="checkbox"/>            | Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This <u>MUST</u> be submitted before purchase order issued. |                                                   |

**Certificate Holder Shall Be:** Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

**Bidders Statement and Certification**

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Bid Representative Name (Please Print)

\_\_\_\_\_  
Date

Attachment 5

Rev. December 6, 2007

**BACKGROUND CHECK COMPLIANCE FORM**

**ANDERSON COUNTY GOVERNMENT**

PURCHASING DEPARTMENT  
 100 N. MAIN STREET, ROOM 214 or 218  
 CLINTON, TN 37716  
 (865) 457-6251  
 (865) 457-6252 (Fax)

**BID NUMBER**

**CONTRACT NUMBER**

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

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

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

(       )

Contractor License Number (If Applicable)

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print Clearly) (Month, Day, Year)

**INTERNAL OFFICE USE ONLY**

Notes \_\_\_\_\_