

ADVERTISEMENT DATE: **March 21, 2024**

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 498-7030
REQUEST FOR PROPOSAL**

RFP 24-48, DRUG AND ALCOHOL SCREENING

Sealed envelopes containing proposals must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. In the lower left corner of the envelope, print your company name, RFP Bid File Number and the time and date of opening. Proposers must submit and mark an "original" bid, one "copy", and one "USB Flash Drive" in one (1) sealed envelope. Proposal documents may be secured from the Purchasing Department at the above address and on our website at www.hcde.org via vendor registry. Proposals received shall be opened by the Purchasing Department at the time and place designated in the Request for Proposal and/or associated addenda. The opening for the RFP shall not be open to the public.

Proposals must be received in the Purchasing Department prior to the designated time for opening. Proposals received after the designated time of opening will be considered late and shall be considered Non-Responsive.

SOLICITATION NUMBER & TITLE	RFP 24-48, DRUG AND ALCOHOL SCREENING
OPENING/DUE DATE & TIME	April 17, 2024; 1:30pm
LOCATION	3074 Hickory Valley Road, Chattanooga, Tennessee 37421
PROCUREMENT CONTACT	Steven Hodgen
PHONE	423-498-7030
EMAIL	DOE_Purchasing@HCDE.Org
PRE-SOLICITATION MEETING	NO
TYPE	N/A

BIDDER NAME: _____

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 498-7030

REQUEST FOR PROPOSAL

RFP 24-48, DRUG AND ALCOHOL SCREENING

Sealed bids will be received addressed to the **Attention of: Purchasing Department, Hamilton County Department of Education**, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, **until 1:30pm, on April 17, 2024**. Any bid received after the scheduled closing time for receipt of such bid will be considered late and shall be considered Non-Responsive.

TERMS AND CONDITIONS

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

Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the words terms, quote, bid, proposal are used interchangeably and refer to the submission in response to any solicitation. Hamilton County Schools, will be referenced as "HCS".

1. **Quality and Guarantee** - All material on which bids are submitted shall be of the quality and grade specified. Each bid must be accompanied with complete descriptions, catalog cuts, or other illustrations of each item upon which a bid is made. The names of manufacturers and stock numbers shall be clearly indicated. Approximate delivery dates are to be given for each item. Any item bid which does not completely meet stated specifications must be listed as an alternate.
2. **Requirements for Submitting Bids** – Bids made on forms other than the Bid Form will not be considered. No modifications or alterations to the bid documents may be made either by interlineation, supplements or deletions. Documents submitted with modifications of any kind will be ruled non-responsive and the vendor possibly removed or suspended from the bid vendor listing for a period of up to two (2) years. The signature of the person submitting the bid shall be in longhand without erasure.
3. **Bid amendment:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
4. **Bid delivery:** HCS requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Procurement Department shall be the official record of the time. HCS is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
5. **Bid forms:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.
 - a. All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

6. **Bid preparation:** Prospective bidders are solely responsible for their own expenses in Bid preparation and subsequent negotiations with HCS, if any.
7. **Bid pricing:** Any bid, and its associated pricing, shall remain valid for at least ninety (90) days after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
8. **Bid submission and transmission:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.
 - a. All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of HCS. Bids/Bids submitted via e-mail or facsimile machine are unacceptable.
9. **Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples to be submitted by the bidder upon request.
10. **Negotiation** – Hamilton County Department of Education may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Bid shall contain the Proposer’s best terms from a cost or price, experience and technical and service standpoint. Hamilton County Department of Education reserves the right to enter into negotiations with Proposers. If Hamilton County Department of Education and the selected Proposer cannot negotiate a successful agreement, Hamilton County Department of Education may terminate said negotiations and begin negotiations with the other Proposers. Hamilton County Department of Education retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Hamilton County Department of Education arising from such negotiations.
11. **Clarification of Bid Document** - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.
12. **Awarding of Contracts** - Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of HCS. HCS reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best. Where RFP is utilized, the apparent best-evaluated Proposer(s) shall be prepared to enter into a contract with HCS which the proposer shall draft. Notwithstanding, HCS reserves the right to add terms and conditions, deemed to be in the best interest of HCS, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.
13. **Proposer Presentations / Interviews / Site Visits / Demonstrations**
Presentations, interviews, demonstrations, and/or site visits may be required as a part of the evaluation process. Providers will receive adequate notification to prepare. Information provided during these events shall be taken into consideration when evaluating the stated criteria. Vendors may be requested to submit a best and final offer after evaluations, discussions, oral presentations and site visits have been completed.
14. **Tax Exemption** - Hamilton County Board of Education is a tax exempt entity/organization and will only pay those taxes for which it is obligated. Hamilton County Board of Education can provide a Government Certificate of Exemption for purchases where the entity’s tax exemption may apply. All bidders should include in their bids, all sales and use tax which they are obligated to pay when making purchases for material or sub-contractor services. Sales and Use Tax shall be omitted when requesting pricing related to only equipment,

supplies, product or equivalent purchases where the Certificate of Exemption would exempt Hamilton County Board of Education from paying such taxes.

15. **Meeting Specifications** - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise which meets or exceeds the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.
16. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-contractors have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).
 - a. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
17. **Drug-Free Workplace Program**- Note: Required for construction services, encouraged for others. Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Other organizations are encouraged to ensure that their workplace is Drug-Free
18. **Title VI of the Civil Rights Act of 1964** - No person shall, on the grounds 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.
19. **Title IX of the Education Amendments of 1972** - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.
20. **Bid Acceptance**- Bidders shall hold their price and/or discount firm and subject to acceptance by HCS for a period of ninety (90) days from the date of the bid opening, unless otherwise indicated in their bid.
21. **Qualifications of Bidders**- A bidder may be required, before the award, to show to the complete satisfaction of HCS that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified.
22. **Restrictive or Ambiguous Specifications**- It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or Invitation to Bid (Bid) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Procurement Department not less than seventy-two hours prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.

23. **Samples:** Samples of articles, when required, shall be furnished free of cost of any sort to HCS and may be retained for future comparison. Samples which are not destroyed by Screening or which are not retained for future comparison will be returned upon request at bidder expense.
24. **TN Department Of Revenue Requirements:** Any awarded Vendor must be registered with the Department of Revenue for the collection of Tennessee sales and use tax.
25. **No Contact Policy-** After the date and time established for receipt of bids by the HCS Procurement Department, any contact initiated by any bidder with any HCS representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
26. **Pricing:** Vendors are to quote a firm fixed price or discount for the term of the contract; inclusive of any renewals. Upon notice of request for renewal, or in the event of significant industry wide market changes, the Vendor may request a price increase. Proof of price increase must be supplied to the HCS Procurement Department. HCS reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor may:
- Continue with existing prices;
 - Submit a revised request for price increase;
- Or
- not accept the renewal offer.
- a. If a price increase is approved by HCS, the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.
27. **Quantities-** HCS does not guarantee any quantities of items to be purchased. We will buy these items on an as-needed basis.
28. **TN Cooperative Purchasing:** also known as piggybacking, HCDE reserves the right to extend the terms, conditions and prices of this contract to other institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or bids. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that HCDE shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option
29. **Acceptance:** all terms and conditions in this contract are deemed to be accepted by the vendor and incorporated in the bid, except the provision(s) which are expressly excluded by the specifications.
30. **Additional Information:** vendors are cautioned that any statement made by any individual or employee of HCS that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
31. **Alteration or amendments:** no alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.
32. **Assignment:** contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of HCS.
33. **Brand names:** brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

34. **Code Of Ethics:** all suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
35. **Compliance With All Laws:** companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to title vi of the federal civil rights act of 1964, the equal employment opportunity act and the regulations issued there under by the federal government, the Americans with disabilities act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
36. **Declarative Statement:** any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
37. **Default:** in case of default by the vendor, HCS may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to HCS. Prices paid by HCS shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the procurement director.
38. **Deliveries:** must be accompanied by delivery tickets or packing slips. These shall contain the following information for each item delivered: purchase order number; item number; name of article; quantity; and supplier.
39. **Delivery Of Goods And Services** - it is understood and agreed that this bid shall constitute an offer which, when accepted in writing by Hamilton County Schools, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of bidders for at least six (6) months.
40. **Delivery Requirements:** time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by HCS. *Note: time of delivery may be a consideration in the award.*
41. **Contract Approval:** The RFP and the provider selection processes do not obligate HCS and does not create rights, interests, or claims of entitlement in the apparent best-evaluated Proposer or any vendor. No services or goods may be rendered without issuance of a valid HCS Purchase Order.
42. **RFQ, RFP, and Proposal Incorporated into Final Contract:** Any Request for Qualifications and/or Request for Proposal and the provider's response to such, as amended between HCS and the successful provider, will be included as a part of the contract by reference. It should be understood that in the event of a discrepancy or ambiguity regarding the Proposer's duties, responsibilities and performance under this contract, these documents shall govern in the following order of precedence: Request For Qualifications and/or Request for Proposal and associated amendments, the Proposal/Bid Response and any amendments, technical specifications, clarifications and addenda made to the Proposal/Bid response, the Contract and its attachments.
43. **Drug-Free Workplace Program for Construction Services:** law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
44. **Grant Funded Purchases:** for purchases that are grant funded, the grant agreement may contain/require special terms and conditions. If there is a conflict between the terms and conditions of the grant agreement and the general terms and conditions of the bid or bid, the grant agreement terms and conditions shall prevail.

45. **Indemnifications/Hold Harmless:** contractor shall indemnify, defend, save and hold harmless HCDE, the school board, administration, and their agents and employees from any and all suits, claims, actions or damages of any nature brought because of, arising out of, or related to the contractor's performance under the terms of this contract, including the work of any sub-contractor, and without regard to any allegations of fault.
46. **Invoices:** will be returned for correction unless they contain the following information: purchase order number; item numbers; description of item; quantity; unit price; extensions; and total.
47. **New equipment:** the vendor shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *Note: when the bid is for services, this item does not apply.*
48. **Non-Collusion:** vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
49. **Non-Conflict Statement:** vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of HCS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the contractor in connections with any goods provided or work contemplated or performed relative to the agreement.
50. **Non-Discrimination Statement:** supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the fair wage and hour laws, the national labor relations act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
51. **Payment Method-** HCS utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from HCS Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.
- a. The second method is the use of the HCS Credit Card (MASTERCARD). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the HCS Credit Card (MASTERCARD) as a form of payment. Bidders are prohibited to charge HCS any type of merchant fee from their financial institution to accept this type of payment.
52. **Payment Terms:** HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.
53. **Public Access to Procurement Information:** Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or bid has been completed. All public records pertaining to procurement shall be open for inspection during normal business hours as scheduled in advance with the Procurement Department.
54. **Protest of Award:** Any vendor who has submitted a timely bid or bid in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to HCS's Director of Procurement. Any

protest must be submitted in writing and be in the possession of the Procurement Department before noon (ET) of the 2nd working day following the public recommendation of contract award.

FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.

55. **Provision of Database at Contract End:** If applicable and if requested by HCS, upon expiration of the Contract resulting from this RFP, the Proposer shall provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code value, data relationships, keys, and indices, etc., in a format to be determined by the Contract Manager. In addition, the Proposer shall provide read-only licenses for HCS's use for a period of seven (7) years. If any data stored is in a proprietary format, Proposer shall provide a means for translating it to a standard in the public domain.
56. **Right to Audit:** During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of HCS to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid/charged under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for seven (7) years from the date of payment under this Contract for inspection by HCS or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.
57. **Safety Data Sheets:** After award, the successful bidder(s) will be required to provide HCS with a master set of Safety Data Sheets for any applicable products.
58. **Severability:** If any provisions of these Rules or any application thereof to any person or under any circumstance is held to be invalid, such invalidity shall not affect the provisions or applications of these rules which can be given effect without the invalid provision or application, and to this end the provisions of these Rules are declared to be severable.
59. **Termination for Cause:** In the event of any breach of contract by the successful service provider(s), HCS may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then HCS shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to HCS, either at law or in equity.
60. **Termination for Convenience:** Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.
61. **Termination Due To Non-Appropriation:** HCS shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of HCS's future fiscal years unless and until HCS appropriates funds for this Contract in HCS's Budget for each such future fiscal year.
62. **Terms and Conditions:** In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
63. **Warranties:** Vendor warrants to HCS that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Vendor extends to HCS all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the HCS. Return of merchandise not meeting warranties shall be at Vendors expense.

64. **Insurance Requirements:** The Vendor shall maintain the following minimum insurance requirements throughout the duration of the Agreement unless otherwise stated herein. HCS reserves the right to request additional documentation or additional policies be provided at its sole discretion and where deemed in its best interest. HCS in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities.

Vendor shall provide Worker's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based. Vendor shall add Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured. Complete copies of insurance policies must be provided, if requested. A failure to provide said documentation will be considered a contract breach and grounds for termination of contract or pending award recommendation.

Insurance Required	
Coverage	Amount
Workers Compensation	Statutory Limits of Tennessee
Employers Liability	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Errors & Omissions (Professional Services)	\$1,000,000 each occurrence
Auto (Truck) Liability	\$1,000,000 each occurrence

65. **Waiving of Informalities:** HCS reserves the right to waive minor informalities or technicalities when it is in the best interest of HCS.

66. **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 the application of either party the contract will forthwith be physically amended to make such assertion or correction.

67. **Governing Law/Jurisdiction:** **The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees. By submission of a proposal and acceptance of a Purchase Order or Contract, Vendor hereby agrees to adhere to Governing Law/Jurisdiction requirements as described herein.**

HCS DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.

SPECIAL CONDITIONS

1.0 CONTRACT PERIOD

- 1.1 The Vendor shall be responsible for furnishing and delivery to the HCS requesting Departments(s) the commodity or services described herein on an “as-needed basis” for: one (1) two-year (2) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed two (2) years. The increments of renewal shall be at the sole discretion of HCS as deemed in its best interest. The total contract period available shall be four (4) years.
- 1.2 The Contract Period is expected to begin July 1, 2024 or soon thereafter.
- 1.3 HCS reserves the right as part of Vendor negotiations under this solicitation to negotiate the Contract Period with the successful Proposer.

2.0 MASTER CONTRACT NOTICE

- 2.1 This is a “Master” contract, which is not for any specific project or need. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order (PO), by the requesting department. The requesting department reserves the right to provide additional project/order clarification details with the issuance of and within or attached to each PO. Such items shall be minor in nature such as providing for service completion dates, delivery locations, delivery and working hours, number of units, contact information, etc...

3.0 ESTIMATED ANNUAL TESTS & TRAINING

- 3.1 For informational purposes only, HCS provides below the estimated annual number of tests and training to be completed per year as part of this Agreement. Vendor shall be provided for fixed fee pricing of testing and training as requested herein and will be paid on Net 30 terms following services rendered.
 - 40 (estimate) Breath Analysis Testing
 - 150 (estimate) Non-DOT 10 panel testing “expanded opiate”
 - 150 (estimate) DOT 5 panel testing.
 - 300 employees in the random drug testing pool
 - 6 Employee training sessions
 - 6 Supervisory Training Sessions

4.0 DEFINITIONS

The following words and phrases, when used in the solicitation and associated Agreement, shall have the following meanings:

- Adulterated Specimen shall mean a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.
- Alcohol Concentration shall mean the alcohol in a volume of breath expressed in grams of alcohol per 210 liters of breath, as indicated by an evidential breath test. In law enforcement, this is referred to as blood alcohol concentration (BAC).
- Alcohol Screening Device (ASD) shall mean a breath or saliva device, other than EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CDL) for such devices.
- Alcohol Screening Test shall mean an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her saliva or breath specimen.
- Breath Alcohol Technician (BAT) shall mean an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.
- Blind Sample, Blind Performance, or Proficiency Test Specimen shall mean a test submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from driver specimens, and which is spiked with known quantities of specific controlled substances or is blank, containing no controlled substances.

- Chain of Custody shall mean the procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed. The procedure uses the Federal Drug Testing Custody and Control Form (CCF).
- Collector shall mean a person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the CCF.
- Collection Site shall mean a place designated by the employer where individual present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of controlled substances.
- Designated Employer Representative (DER) shall mean an employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements. Service agents cannot act as DERs.
- DHHS shall mean the Department of Health and Human Services.
- DOT, The Department, DOT Agency shall encompass all Department of Transportation (DOT) agencies, including, but not limited to the Federal Motor Carrier Safety Administration (FMCSA) and the National Highway Traffic Safety Administration (NHTSA).
- Evidential Breath Testing (EBT) Device shall mean a device approved by NHTSA for the evidential testing of breath at the .02 and .04 alcohol concentration, placed on NHTSA's Conforming Products List (CPL) for "Evidential Breath Measurement Devices" and identified on the CPL as conforming with the model specification available from NHTSA's Traffic Safety Program.
- Follow-up Test shall mean an unannounced alcohol and/or controlled substances testing given to drivers who previously tested positive for a controlled substances or alcohol and are returning to duty.
- Laboratory shall mean any U.S. laboratory certified by HHS/SAMHSA under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs.
- Medical Review Officer shall mean a licensed physician (M.D. or D.O.) responsible for receiving laboratory results generated by HCDE's controlled substances testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his or her medical history and any other relevant biomedical information.
- NIDA shall mean the National Institute on Drug Abuse.
- OTETA shall mean the Omnibus Transportation Employee Testing Act of 1991. The Act requires alcohol and controlled substances testing for employees in safety-sensitive positions.
- Post-Accident Test shall mean a test administered to a driver in certain commercial motor vehicle (CMV accidents).
- Pre-employment Test shall mean a test given to an applicant or driver who is being considered for a safety-sensitive position.
- Random Test shall mean a test administered to a predetermined percentage of drivers who perform safety-sensitive functions and who are selected on a scientifically defensible random and unannounced basis.
- Reasonable Suspicion Test shall mean a test given to an employee who is reasonably suspected by a trained supervisor of using a controlled substance or misusing alcohol.
- Return-to-duty Test shall mean a controlled substances and/or alcohol test prior to return to duty.
- RFP shall mean Request for Proposals.
- SAMHSA shall mean the Substance Abuse and Mental Health Services Administration.
- Screening Test Technician (STT) shall mean a person who instructs and assists drivers in the alcohol testing process and operates an ASD.
- Split Specimen as it relates to drug testing shall mean a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result; sometimes referred to as the "B" Bottle.
- Substance Abuse Professional (SAP) shall mean a licensed physician (Doctor of Medicine or Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, or a drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse

Counselors Certification Commission (NAADAC); or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse (ICRC); for by the National Board of Certified Counselors Inc. and Affiliates/Masters Addictions Counselor (NBBC).

- Verified Test shall mean a drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

SCOPE OF SERVICES

RFP 24-48, DRUG AND ALCOHOL SCREENING

1.0 SUMMARY OF SCOPE

1.1 Hamilton County Schools (HCS) seeks to contract with a qualified, experienced, and professional Vendor to perform drug and alcohol testing for employees that shall consist of pre-employment, post-accident, return-to-duty, follow-up, random, and reasonable suspicion drug and alcohol testing .

2.0 DETAILED SCOPE OF SERVICES

2.1 Hamilton County Schools (HCS) seeks to contract with a qualified, experienced, and professional Vendor to provide pre-employment, post-accident, return-to-duty, random, and reasonable suspicion drug and alcohol testing. Vendor must be available after-hours and on weekends as needed. Delivery of training for supervisors and employees is also required. The administration of testing must comply with the Omnibus Transportation Employee Testing Act of 1991 (OTETA) and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) and any and all revisions thereto.

2.2 Vendor shall provide supervisor training including a minimum of sixty (60) minutes on training of symptoms of drug/alcohol awareness and sixty (60) minutes on reasonable suspicion of drug and alcohol. Six (6) supervisory training sessions, with unlimited participants, shall be conducted per year.

2.3 Vendor shall provide drug and alcohol testing for System employees. Drug and alcohol testing for employees shall consist of pre-employment, post-accident, return-to-duty, follow-up, random, and reasonable suspicion drug and alcohol testing.

2.4 Vendor will provide a random selection list to the Hamilton County Dept. of Education (HCDE) on the 10th working day of each quarter. (1st quarter January-March, 2nd quarter- April-June, 3rd quarter- July-September, 4th quarter- October-December). The bidder will use a scientifically valid method to select employees for testing which will include a computer-based random number generator that is traceable to a specific employee. All employees in the pool must have an equal chance of being selected and tested in each selection period. Random testing will be conducted monthly August through May unless HCDE and the successful bidder mutually agree to a different schedule. All safety sensitive employees will be randomly selected for 10 panel "expanded opiate" testing. All DOT safety sensitive employees will also be randomly selected for 5 panel DOT testing.

2.5 Vendor shall conduct controlled substance testing using the following procedures including but not limited to:

- A. The procedure for collecting specimens will follow 49 CFR part 40 and DOT regulations as specified in FMCSA Chapter 6, and OTETA. The bidder shall specify the procedures to be utilized to meet controlled substances testing in the RFP.
- B. Collection site personnel are responsible for the integrity of the specimen collection and transfer process and for ensuring the dignity and privacy of the donor. Collection site personnel must follow the steps listed in the collection process specified in 49 CFR 40 subpart E.
- C. Collection site personnel shall be properly qualified according to requirements.
- D. The collection site shall submit "blind" samples to the lab on a regular basis as a quality assurance measure. The blind quality control specimens must not be distinguishable from driver specimens. The bidder shall specify the method of compliance with the blind specimen requirements of the program in the RFP and how often "blind" samples will be submitted to the laboratory.
- E. Chain of custody procedures must ensure that each specimen is monitored throughout the collection and analysis process. The bidder shall specify the method of compliance for chain of custody in the RFP.

- F. The collection site shall ensure that each shipment collected is shipped to a laboratory as quickly as possible, but in any case within 24 hours or during the next business day.
- G. If the specimen will not be shipped immediately, the collector shall ensure its integrity and security. Procedures shall exist that would ensure specimens cannot be subject to tampering.
- H. After specimens are placed into shipping containers that are subsequently sealed, the shipping containers may be placed with other containers or packages that the collection site has waiting to be picked up by the courier. It is expected that collection sites will use reasonable security to ensure that all of their packages are relatively secure and not subject to damage, theft or other actions that would potentially raise questions related to the integrity of the specimens.
- I. HCDE shall have the right to conduct on-site inspections of the collection facilities with or without independent consultants without giving advance notice.
- J. The bidder shall provide a listing of the office hours of proposed collection facilities and the telephone number utilized during non-scheduled hours by each facility.

2.6 Vendor shall conduct alcohol testing using the following procedures including but not limited to:

- A. The procedure for alcohol testing will follow DOT regulations as specified in DOT FMCSA, Chapter 7, OTETA, 49 CFR 40. The bidder shall specify the procedures to be utilized to meet requirements for alcohol testing in the RFP.
- B. Preparation for testing shall be in accordance with 49 CFR part 40 Subpart L.
- C. ASD screening test shall be in accordance with 49 CFR 40.245.
- D. Incomplete tests shall be managed in accordance with 49 CFR part 40 Subpart N.
- E. Test accuracy shall be in accordance with 49 CFR part 40 Subpart N.
- F. The initial sample must be collected through the use of a saliva device, a non-evidential breath test device, or an evidential breath testing device (EBT) that is approved by the National Highway Traffic Safety Administration (NHTSA). The confirmation test shall use an EBT that is approved by NHTSA.
- G. All screening tests shall be performed by a trained breath alcohol technician (BAT). Saliva and non-evidential breath testing must only be performed by a trained screening test technician (STT).
- H. The EBT shall have a manufacturer-developed quality assurance plan approved by NHTSA.
- I. Alcohol tests shall be performed by a breath alcohol technician (BAT) who is trained to proficiency in the operation of the EBT that he/she is using and in the alcohol testing procedures specified in the regulations.
- J. HCDE shall have the right to conduct on-site inspections of the collection facilities with or without independent consultants without giving advance notice.
- K. The bidder shall provide a listing of the office hours of proposed collection facilities and the telephone number utilized during non-scheduled hours by each facility.

2.7 Vendor's laboratory/ies shall meet the rules and regulations listed in 49 CFR Part 40—Procedures for Transportation Workplace Drug and Alcohol Testing Programs, OTETA, and FMCSA including but not limited to:

- A. All controlled substances testing shall be completed in a laboratory certified by the Department

of Health and Human Services (DHHS) and/or the Substance Abuse and Mental Health Services Administration (SAMHSA).

- B. Laboratory equipment shall meet OTETA and Part 40 regulations.
- C. Detection limits shall be consistent with OTETA requirements and 49 CFR Part 40 regulations.
- D. A quality control program shall be established by the laboratory in accordance with OTETA standards and 49 CFR Part 40 regulations.
- E. The laboratory shall provide all data required by DHHS or SAMHSA for inspections and/or to maintain certification.
- F. The laboratory shall test and store all specimens (primary and split specimens) in accordance with OTETA and 49 CFR Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Program.
- G. A minimum of one qualified forensic toxicologist shall be available to provide litigation assistance, expert witness testimony and depositions as needed.
- H. All controlled substances testing laboratory results shall be reviewed by a qualified Medical Review Officer (MRO). The MRO shall be required to perform the functions found in 49 CFR subpart G.
- I. The laboratory shall report the results for each primary specimen as specified in 49 CFR 40.97.
- J. The laboratory shall conduct validity testing as specified in 49 CFR 40.89.
- K. The laboratory shall follow the retention requirements for blind specimens and records of blind specimen tests as specified in 49 CFR 40.
- L. Negative results for drug tests shall be reported to a Medical Review Officer and the Hamilton County Department of Education within twenty-four (24) hours. Confirmed positive results shall be reported to a Medical Review Officer and the Hamilton County Department of Education within twenty-four (24) hours. Failure to provide results within time specified that may result in employee loss of work will be the responsibility of the vendor. Confirmed positive results are to be specifically reported to the Human Resources Director for Classified Personnel within the stated forty-eight (48) hours. Communication is to be by phone and email.
- M. The laboratory shall forward monthly summaries of all test results to the MRO and the DER for HCDE upon request.
- N. The laboratory shall not enter into any relationship with an MRO that creates a conflict of interest or the appearance of a conflict of interest with the MRO's responsibilities for HCDE. The laboratory may not derive any financial benefit by having HCDE use a specific MRO.
- O. The laboratory shall retain all records pertaining to each employee urine specimen as specified by 49 CFR 40.109.
- P. The laboratory shall disclose statistical summaries and other information it maintains as specified in 49 CFR 40.111.
- Q. A collector working for the laboratory shall meet all requirements specified in 40.33. This includes qualification training, initial proficiency demonstration, refresher training, error correction training, and documentation.

- R. The laboratory shall maintain current records on laboratory personnel performing and overseeing the testing effort and made available to HCDE upon request.
- S. The laboratory shall maintain a list of all authorized laboratory personnel including individuals requiring access to those areas used for receiving, testing and storage of urine specimens, laboratory supervisors with the authority to sign for and take control of urine specimens and delivery personnel and shall make available to HCDE upon request.
- T. The credentials of laboratory directors and technicians in each laboratory must be submitted with the RFP. The date the certification will expire must be submitted with the RFP as well as the steps the laboratory will take to renew certification.
- U. The date of certification and proof of certifications by SAMSHA and/or DHHS must be submitted with the RFP.

2.8 The MRO shall fulfill the responsibilities in 49 C.F.R. 40.123 including but not limited to relationships with laboratories including:

- A. Shall not enter into any relationship with the employer's laboratory that creates a conflict of interest or the appearance of a conflict of interest with responsibilities to the employer. May not derive any financial benefit by having an employer use a specific laboratory.
- B. Shall comply with rules and regulations as stated in 49 CFR 40.

2.9 Vendor shall comply with the rules and regulations contained in 49 CFR 40 as relating to the Reporting of Testing.

2.10 Vendor shall comply with the rules and regulations contained in 49 CFR 40 as relating to the Reporting and Record keeping including but not limited to:

- A. All reports and records shall be maintained in accordance with OTETA requirements and 49 CFR 40.
- B. 2. A duplicate off-site records keeping system shall be maintained to ensure the security of all records and reports.

3.0 MINIMUM PERFORMANCE AND VENDOR OBLIGATIONS:

3.1 Vendor shall meet the following performance, facility, and service requirements:

- A. Vendor must have collection points located within the boundaries of Hamilton County.
- B. Vendor pricing must provide for standard hours of operation of 7:00 am to 5:00 pm on all Hamilton County workdays as outlined by the approved HCDE annual calendar.
- C. Vendor collection facilities shall provide service Monday through Friday, five (5) days per week, for a minimum of 10 consecutive hours per day beginning at 7:00 a.m. and extending to 5:00 p.m.
- D. Vendor shall supply and maintain an emergency number at each collection facility and have after-hours collection facilities accessible between the hours of 5:00 p.m. till 7:00 a.m. Monday through Friday and weekends as after-hours samples will be required for post-accident testing and/or reasonable suspicion.
- E. Vendor shall provide for emergency collection facilities on each side of the river (example: Erlanger North, North Park, Parkridge).
- F. Vendors shall provide for pricing for testing outside the normal 7:00 am to 5:00 pm operating

day for post-accident and reasonable suspicion testing.

- G. Collection sites utilized during the contract period must be mutually agreed upon by HCDE and the Vendor.
- H. Collection sites shall be located as close as possible to the work site. No employee shall travel more than 20 minutes from work site to testing site. Where feasible, collection will be conducted at the work location. Vendor must offer at least (3) sites for testing.
- I. The collection sites shall be regularly engaged in the business of providing both drug and alcohol testing and provide an adequate waiting room for HCDE employees. All collection sites as well as emergency collection sites must provide urine and breath/saliva alcohol testing. No employee will be sent from one site to another to complete screening requirements. HCDE employees shall wait no more than thirty (30) minutes for scheduled testing to begin.
- J. Emergency tests shall begin within thirty (30) minutes of arrival at the testing site. Adequate parking near the facility is required.
- K. Vendor shall provide a listing of the office hours of proposed and final collection facilities and the telephone number utilized during non-scheduled hours by each facility.

4.0 REQUIRED TESTING CAPABILITIES

4.1 Vendor must be able to provide the following tests:

- A. Breath Alcohol Screen
- B. Comprehensive Ten (10) Panel Drug Screen with Expanded Opiates
- C. Standard DOT Drug Screen Panel Pre-Employment Drug Screening
- D. Standard DOT Drug Screen Panel Return to Work or SAP Follow-up
- E. Standard DOT Drug Screen Panel Post Accident or Reasonable Suspicion
- F. **The Vendor must have the ability to provide rapid testing and the ability to conduct blood alcohol testing as requested.**

5.0 MEDICAL REVIEW OFFICER (MRO) MINIMUM REQUIREMENTS

5.1 The Medical Review Officer (MRO) must be a licensed physician who has:

- A. Knowledge of and clinical experience in controlled substances abuse disorders.
- B. Detailed knowledge of alternative medical explanations for laboratory confirmed drug tests results.
- C. Knowledge about issues relating to adulterated and substituted specimens as well as the possible medical causes of specimens having an invalid result.
- D. Knowledge of the most current applicable rules and regulations.

5.2 The MRO shall provide evidence of certification from one of the three recognized MRO authorities as part of the RFP submission and where requested at any point by HCS during the term of the Agreement:

- A. The American Association of Medical Review Officers
- B. The American Board of Addiction Medicine
- C. The American College of Occupational and Environmental Medicine.

5.3 The MRO shall be required to have required qualification and requalification training for the following modalities including but not limited to:

- A. Receive training in collection procedures for urine specimens;
- B. Chain of custody, reporting, and recordkeeping;
- C. Interpretation of drug and validity test results;
- D. Role and responsibilities of the MRO in the DOT drug testing program;
- E. Interaction with other participants in the program (e.g. SAPs); and
- F. Rules applying to employers for whom the MRO reviews test results.
- G. Satisfactorily complete an examination administered by a nationally-recognized MRO certification board or subspecialty board for medical practitioners in the field of medical review of DOT-mandated drug tests. The examination must comprehensively cover all the elements of qualification training.
- H. Complete requalification training as required by DOT.
- I. Must have a minimum of three (3) year(s) experience in the field of substance abuse and toxicology drug testing as a MRO.
- J. Proof of qualifications, medical licenses, memberships, and other relevant training and experience to ensure minimum standards are met must be submitted with the RFP.
- K. Methods for remaining informed of MRO policies and practices (e.g., attending conferences, additional training, memberships, reviewing the regulations, etc. must be submitted with the RFP.
- L. Percentage of time MRO maintains a medical practice apart from his/her responsibilities as a MRO must be submitted with the RFP.
- M. Location, hours of operation and emergency telephone number of the MRO must be submitted with the RFP and maintain on file with HCS during the term of Agreement.

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

Interested proposers shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the proposer's response and to ensure each proposal receives full consideration. It is requested that proposers use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links may not be reviewed for evaluation purposes.

Submittal package is requested to not exceed **20 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.

Proposers shall submit one (1) original hard copy (clearly marked as such), one (1) "copy", and one (1) electronic version on a USB flash drive containing the proposal submittal in an unlocked PDF format. HCS may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered HCS in evaluating the Proposal, and the "copy" and electronic version are provided for the agency's administrative convenience only.

Proposals will be evaluated by designated staff members of the Hamilton County Department of Education. Where deemed necessary at the discretion of HCS, outside consultants, experts, or community stakeholders may serve on the evaluation committee.

Select proposals meeting all requirements, and at the request or recommendation of the evaluation committee, may be asked to present an oral presentation in which key areas of the proposal will be discussed. At the presentation meeting, questions and clarifications, if any, will be addressed by the HCS and additional evaluation and/or numerical ranking will be conducted following such presentations. HCS reserves the right to enter into a Best and Final Offer approach amongst proposers deemed qualified by the HCS evaluation committee.

It is the responsibility of the proposer to submit a proposal that best meets the requirements outlined in this Request for Proposal. It is the intent HCS to award a contract for the service described herein as a result of this Request for Proposal. HCS reserves the right to reject any or all such proposals. HCS reserves the right to conduct negotiations with proposing Vendors where it is deemed in its best interest and at HCS's sole discretion.

COVER PAGE: Introduction

- Project RFP Number & Name
- Company's Name & Address
- Company's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

**Cover Page: Introduction does NOT count towards page restriction requested herein. **

TAB 1: Qualifications of Company

- Provide a description of your Company, your Company's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...

TAB 2: Company Relevant Experience & Reference

- Provide details of a maximum of three (3) projects/clients similar in scope and size to that being requested through this solicitation that your Company has completed/serviced recently or currently services. School or Educational references are preferred. Details for each project/client example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - Brief description of work/services provided.
 - Initial costs of work/Contract Award Amount
 - Final costs of work/Final Contract Award Amount
 - Number of change orders
 - Total completion time (From Notice to Proceed to Final Invoice payment) / Term of Contract Held
- Provide a statement of understanding that your Company recognizes that HCS reserves the right to evaluate the proposing Company on their past performance and prior dealings with HCS (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Plan of Approach

- Provide a detailed Plan of Approach that explains how your Company intends to comply with and meet the anticipated deliverables and/or requested Scope of Services as detailed within this solicitation.
- Plan of Approach must include the following requested documents:
 - Sample copies of all reports that will be utilized.
 - A detailed description of record keeping process.
 - Details as to how record keeping process complies with OTETA guidelines.
 - Information related to the off-site record-keeping systems and how they are to be maintained.
 - Number, address, operation hours, and operation days of each facility / service location proposed.
 - Details related to your firm's volume capability.
 - Details related to service approach including specifics related to anticipated wait time.
- Provide all details related to facilities and operational hours as requested and meeting the requirements listed within the Scope of Services provided herein.
- HCS intends to request goods or services received under this contract by way of Purchase Order and all such terms and conditions of this solicitation and those incorporated by negotiation (if any) shall be deemed to be incorporated into such Purchase Order.
 - Where Vendor requests that a supplemental agreement be completed, Vendor shall provide a sample copy of such as part of Vendor submission for HCS review. HCS reserves the right to accept, revise, or reject the use of Vendor supplied supplemental contract documents at its discretion and where deemed in its best interest. All Vendor supplied contract documents are subject to HCS full review.

**Sample agreement does not count towards page restriction requested herein. **

TAB 4: Personnel

- Provide a detailed description of the Company's **specific** project/contract management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the HCS contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate the individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Provide a statement acknowledging your Company's understanding that the project/contract management team/key team members assigned to the HCS contract, as described above, shall not be substituted without the expressed permission of HCS.
- Provide details related to MRO as requested herein (See Section 5.0 of Scope of Services).
- Provide evidence of other certifications such as SAMSHA and/or DHHS and as requested or listed within the described Scope of Services.
- Provide resumes, licensure, and certifications of proposed **specific** project/contract management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the HCS contract.

Resumes, Licensure, and Certifications are not included within page restrictions.

Companies are encouraged to submit valid copies of Licenses, MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration.

TAB 5: Price Scoring:

- Vendor shall provide, on the Bid/Proposal form provided herein, as described herein.
- Pricing shall be inclusive of all incidentals necessary to provide for the services as defined herein.
- Pricing provided as part of the submission shall be utilized for evaluation purposes and may be utilized for award purposes. HCS does however reserve the right to negotiate pricing with the Vendor(s) as a condition of award.

TAB 6: Required Forms

- Forms 1- 8

SCORING CRITERIA & WEIGHT

CRITERIA / TAB	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	Qualifications of Company	10
2	Company Relevant Experience & Reference	15
3	Plan of Approach	30
4	Personnel	25
5	Pricing	20
TOTAL POINTS		100
Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by the evaluation committee when scoring Proposers.		

HAMILTON COUNTY DEPARTMENT OF EDUCATION
Chattanooga, Tennessee 37421
SOLICITATION RESPONSE & BID/PROPOSAL FORM

RFP 24-48, Drug and Alcohol Screening

1. Vendor Name _____
2. Vendor Address _____
3. City _____ State _____ Zip _____
4. Telephone Number _____ Fax Number _____
5. Contact Person _____
6. Contact Person's email address _____
7. By submission of this bid/proposal, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Vendor is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
8. Authorizing Signature _____
(Sign)
9. Authorizing Print Name & Title: _____
10. Vendor's Hamilton County Business License Number _____
(If Applicable) Attach A Copy Of The License.
11. I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____
12. Do you accept the Terms and Conditions of the solicitation/contract? Yes _____ No _____
13. May other Government Agencies in Tennessee purchase these products/services at the same prices as this bid/proposal? Yes _____ No _____
14. Will you accept E-commerce payments? Yes _____ No _____
15. Pricing: Complete following page Bid/Proposal Form

REMINDER:

All questions pertaining to this solicitation must be submitted electronically to doe_purchasing@hcde.org no later than 8 calendar days prior to the Opening/Due date designated herein. Failure to submit a question in the timeframe indicated above may result in the question going unanswered at the discretion of HCS.

An extension to the opening date does not guarantee an extension to the question deadline period. Such will be communicated in associated addendum posting.

It is the sole responsibility of the Vendor to ensure they receive/obtain all solicitation related documentation.



**HAMILTON
COUNTY
SCHOOLS**

BID/PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: RFP 24-48, Drug and Alcohol Screening

Having carefully examined the Solicitation/Contract Documents, Contractor/Vendor proposes to furnish the Scope of Services as described herein and within all applicable proposal submission documents for the fee(s) as presented below.

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Solicitation/Contract Documents. All Unit Prices shall be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices shall prevail and the corrected extension(s) and total(s) will be considered the price.

HCS requests bids/proposals be submitted on bid/proposal forms provided by the HCS for this solicitation. Fee(s) submitted on other forms, other than those provided by the HCS, may be deemed Non-Responsive upon review by and at the sole discretion of the HCS Purchasing Office.

Drug and Alcohol Screening

Item	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Extended Amount
1	Breath Analysis Testing	EA	40	\$	\$
2	Non-DOT 10 Panel Testing; Expanded Opiate	EA	150	\$	\$
3	DOT 5 Panel Testing	EA	150	\$	\$
4	Supervisory Training Session	EA	6	\$	\$
5	Employee Training Sessions	EA	6	\$	\$

BID SUMMARY

ESTIMATED ANNUAL TOTAL \$

***Quantities are not guaranteed. Final payment will be based on actual quantities.*

ESTIMATED ANNUAL TOTAL:

(Use Words to Write Total)

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/bid and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972
4. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

Signed _____ Dated _____

Print Name _____ Email _____

Company _____ Telephone No. _____

Address _____ Fax No. _____

City _____ State _____ Zip _____

Form 3

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I certify and acknowledge that I have reviewed and approved the release of this proposal/bid for HCS's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal/bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

Form 4

Drug-Free Workplace Requirements & Affidavit
TENNESSEE CODE ANNOTATED, § 50-9-113

- (1) Each Contractor or Subcontractor with no less than five (5) employees receiving pay shall submit an affidavit stating that such employer has a drug-free workplace program in effect at the time of submission of bids. Said program shall comply with Title 50, Chapter 9, TCA.
- (2) If it is determined that an employer subject to the provisions of this section has entered into a contract for this Project and does not have a drug-free workplace pursuant to the referenced requirements, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance.
- (3) The written affidavit shall be submitted with the Construction Contractor's Bid Form, and the Bid shall not be considered complete if said affidavit is not included, and the Bid shall be rejected as Non-Responsive. For all other product or service contracts submission of the affidavit is encouraged only.
- (4) For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development.

(To be submitted with bid by construction contractor with 5 or more employees and encouraged for all others)

AFFIDAVIT

I _____, president or other principal

Officer of _____, swear or affirm that the
(Name of Company)

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with the Tennessee Code Annotated, § 50-9-113.

President of Principal Officer

For: _____

STATE OF TENNESSEE}
COUNTY OF _____}

Subscribed and sworn before me by _____, President or
principal officer of _____,

On this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

Instructions for Non-Collusion Affidavit

- (1) This non-collusion affidavit is material to any contract awarded pursuant to this bid.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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, and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

**Non-Collusion Affidavit
(Attachment A)**

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of 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 for the price(s) and the amount of this bid.

I state that:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) _____, its affiliates, subsidiaries, officers, directors and
(Name of my Firm)
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 _____ understands and acknowledges that the
(Name of my Firm)

above representation are material and important and will be relied on by Hamilton County Department of Education 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 Hamilton County Department of Education of the true facts relating to submission of bids for this contract.

(Signature and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF

_____, 20 _____

NOTARY PUBLIC:

My Commission Expires: _____

Form 6

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or bid regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Company Name

Signature of Authorized Official

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or personally known, this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**Hamilton County Board of Education
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

The prospective participant / vendor certifies, by submission of this bid, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

Where the prospective participant / vendor is unable to certify to any of the statements in this Certification, such prospective participant / vendor shall attach an explanation to this bid.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature

Certification of Compliance with Tennessee Public Chapter # 587

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education comply with Tennessee Public Chapter #587 (TPC587).

TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. (The Public Chapter 1080, (D) was amended to: “A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is conducted under the supervision of school officials or employees.”

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

I have read the attached TENNESSEE PUBLIC CHAPTER # 587 and certify compliance with the regulations.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Sealed Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

BID/PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP 24-48
SOLICITATION TITLE:	DRUG AND ALCOHOL SCREENING
OPENING/DUE DATE:	April 17, 2024
TIME DUE:	Prior to: 1:30 PM
SUBMITTED BY:	_____
	(Name of Company)
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Hamilton County Board of Education Attn: Purchasing Department 3074 Hickory Valley Road Chattanooga, TN 37421

*Notices:

- The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the HCS solicitation for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label or other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.
- Submissions received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of HCS.
- Some submissions may require the Vendor to provide the company name, Tennessee Contractor’s license number, expiration date, license classification and company address on the outside of the sealed bid envelope in accordance with TCA 62-6-119. Where this is requested within the project documents the Vendor is solely responsible for compliance with this request.

PLEASE PRINT CLEARLY