



ADVERTISEMENT Date: **October 24,2022**

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

**RFP 23-13, For Student Transportation Management Services**

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](http://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.

<b>SOLICITATION NUMBER &amp; TITLE</b>	RFP 23-13, Student Transportation Management Services
<b>OPENING/DUE DATE &amp; TIME</b>	December 1 <sup>st</sup> , 2022 3:00PM Eastern Standard Time (EST)
<b>LOCATION</b>	3074 Hickory Valley Road, Chattanooga, Tennessee 37421
<b>PROCUREMENT CONTACT</b>	Debbie Jackson
<b>PHONE</b>	423-498-7030
<b>EMAIL</b>	doe_purchasing@hcde.org
<b>PRE-SOLICITATION MEETING</b>	<b>YES</b>
<b>TYPE</b>	<b>On-Site/Virtual Non-Mandatory</b>
<b>DATE &amp; TIME</b>	<b>November 3, 2022, 10:00am</b>
<b>LOCATION</b>	<b>2501 Dodds Avenue, Chattanooga, Tennessee 37407</b>

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## ADVERTISEMENT

### HAMILTON COUNTY SCHOOL BOARD STUDENT TRANSPORTATION MANAGEMENT SERVICES

INVITATION FOR PROPOSALS TO FURNISH BUS TRANSPORTATION MANAGEMENT SERVICES AS REQUIRED FOR PUPILS AND PERSONNEL OF HAMILTON COUNTY SCHOOLS, TENNESSEE.

Sealed proposals will be received at the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, Attention: Procurement, until 3:00 PM, Eastern Standard Time (EST), **Thursday, December 1<sup>st</sup>, 2022**, for services as described in the specification Proposal [Bid File 23-13](#) at the Bus Transportation Department. No facsimiles, electronic submissions, or postmarks will be accepted.

Solicitation documents can be reviewed at the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, between the hours of 8:00 AM and 4:30 PM EST, Monday through Friday, and/or a digital copy can be requested by contacting the Procurement Department at [DOE\\_Purchasing@hcde.org](mailto:DOE_Purchasing@hcde.org) or 423-498-7030.

Proposals will address the provision of bus transportation for Hamilton County Department of Education students, including home-to-school, special programs, Special Education students, extracurricular activities, and field trips for a period of four (4) years beginning July 1, 2023, through June 30, 2027. 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 the initial Agreement term of four (4) years. The increments of renewal shall be at the sole discretion of HCDE as deemed in its best interest.

Proposers are encouraged to attend a Pre-Proposal meeting, currently scheduled for **Thursday, November 03, 2022, at 10:00 AM EST**.

All questions must be in writing and submitted to the address shown above or emailed to [DOE\\_Purchasing@hcde.org](mailto:DOE_Purchasing@hcde.org) by 3:00 PM EST on **Thursday, November 10, 2022**. Responses will be published for all registered Proposers by **Wednesday, November 16, 2022**.

The Hamilton County School Board reserves the right to waive any and all guidelines in the solicitation documents, to waive minor irregularities, and to reject any and all proposals if considered to be in the best interest of the Hamilton County Department of Education.

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Date: October 24, 2022

## PROPOSAL SELECTION TIMELINE

ITEM	DATE
Advertisement for Proposals	October 24, 2022
Pre-Proposal Meeting (Virtual attendance option available) *	November 03, 2022
Question Submission Deadline	November 10, 2022
Question Answers Published	November 16, 2022
Submission Deadline	December 01, 2022
Interviews (Optional)	TBD
Notice of Intent to Award	January 13, 2023
Recommendation to School Board	January 19, 2023
School Board Contract Award	February 16, 2023
Contract Start Date	July 01, 2023

**Proposal Selection Timeline is provided as a guideline only and is subject to change at the discretion of HCDE authorized personnel.**

\* Please email [ALLEN BRANDON@HCDE.ORG](mailto:ALLEN_BRANDON@HCDE.ORG) prior to October 31<sup>st</sup>, 2022, to request information for virtual attendance to Pre-Proposal Meeting.

## GENERAL TERMS AND CONDITIONS

These terms and conditions shall be part of the Contract. HCDE 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 "HCDE" or "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:** HCDE 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. HCDE 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 HCDE, if any.
7. **Duration of Offer:** Proposal prices and provisions shall remain firm for 90 calendar days after the submission deadline indicated above. The successful Proposer shall not alter the terms or price of their proposal if said proposal is accepted within 90 days of the submission deadline indicated above. Price increases or changes in terms by others after the acceptance will not be considered. An award of the contract to any Proposer shall not constitute a rejection of any other proposal and the District will remain free to accept other proposals.
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 HCDE. 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 HCDE. HCDE 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 HCDE which the proposer shall draft. Notwithstanding, HCDE reserves the right to add terms and conditions, deemed to be in the best interest of HCDE, 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:** Sales and excise taxes do not apply to the equipment purchased by a board of education. These taxes should not be included when submitting bid prices on the attached Bid Form. The necessary exemption certificate properly executed is to be provided by the successful bidder for signature by a representative of the Owner.
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 HCDE 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 HCDE 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 HCDE and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
24. **TN Department Of Revenue Requirements:** Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. HCDE shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.



25. **No Contact Policy:** After the date and time established for receipt of bids by the HCDE Procurement Department, any contact initiated by any bidder with any HCDE 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 HCDE Procurement Department. HCDE 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 HCDE, 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:** HCDE 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 HCDE 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 HCDE without the prior written approval of HCDE.
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 HCDE.
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, HCDE 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 HCDE. Prices paid by HCDE 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 approved by the school board and accepted in writing by the purchasing department, 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 HCDE. *Note: time of delivery may be a consideration in the award.*
41. **Discounts For Prompt Payment:** vendors may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of net 15. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or bids. If earned, HCDE will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the Successful Bidder within the Stipulated Time Frame.
42. **Contract Approval:** The RFP and the provider selection processes do not obligate HCDE and does not create rights, interests, or claims of entitlement in the apparent best-evaluated Proposer or any vendor. A legally binding contract shall be established only after the contract is signed by the provider, the head of the procuring County agency and/or HCDE Superintendent or other County officials as authorized by applicable state and local laws and regulations.
43. **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 HCDE 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.

44. **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.
45. **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.
46. **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.
47. **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.
48. **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.*
49. **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.
50. **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 HCDE 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.
51. **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.
52. **Payment Method**- HCDE utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from HCDE 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 HCDE 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 HCDE Credit Card (MASTERCARD) as a form of payment. Bidders are prohibited to charge HCDE any type of merchant fee from their financial institution to accept this type of payment.

53. **Payment Terms:** HCDE payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.
54. **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.
55. **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 HCDE'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.**

56. **Provision of Database at Contract End:** If applicable and if requested by HCDE, 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 HCDE'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.
57. **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 HCDE 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 HCDE 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.
58. **Safety Data Sheets:** After award, the successful bidder(s) will be required to provide HCDE with a master set of Safety Data Sheets for any applicable products.
59. **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.
60. **Taxes:** HCDE is a tax-exempt organization. Sales, use or federal excise taxes should not be included in your bid.

61. **Termination for Cause:** In the event of any breach of contract by the successful service provider(s), HCDE 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 HCDE shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to HCDE, either at law or in equity.
62. **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.
63. **Termination Due To Non-Appropriation:** HCDE shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of HCDE's future fiscal years unless and until HCDE appropriates funds for this Contract in HCDE's Budget for each such future fiscal year.
64. **Terms and Conditions:** In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
65. **Warranties:** Vendor warrants to HCDE 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 HCDE all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the HCDE. Return of merchandise not meeting warranties shall be at Vendors expense.
66. **Insurance Requirements:** The Vendor shall maintain the following minimum insurance requirements throughout the duration of the Agreement unless otherwise stated herein. HCDE reserves the right to request additional documentation or additional policies be provided at its sole discretion and where deemed in its best interest. HCDE 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.

<b>Insurance Required*</b>	
<b>Coverage</b>	<b>Amount</b>
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
Auto (Truck) Liability	\$1,000,000 each occurrence + uninsured motorist
*See <a href="#">section XVII</a> for additional list of requirements	

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

68. **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.
69. **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.

HCDE 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.

# SCHOOL DISTRICT INFORMATION AND DEMOGRAPHICS

## I. District Overview (2022/2023)

The Hamilton County Department of Education (HCDE) is in southeastern Tennessee and serves all of Hamilton County, which includes the City of Chattanooga. It is the fifth largest school system in Tennessee with approximately 47,003 students in 78 schools. Geographically, it is the third largest county in the state of Tennessee.

Currently, there are 245 bus routes, composed of 176 regular education routes utilizing 102 independent owner/operator owned buses and 143 private Proposer fleet owned buses and 68 special education student routes utilizing private Proposer fleet owned buses. The above fleet provides transportation for 77 schools.

The current demographics of the HCDE are listed below.

- 77 total schools are included within the scope of this RFP (Reference Appendix A: School Information for School Addresses and 2018-19 Average Daily Membership (ADM) of Students)
- The above schools have been placed into 5 individual Learning Communities to drive more cooperation between schools and build stronger relationships with neighborhoods around the schools (Reference Appendix AA: Hamilton County Schools Learning Communities).
- 245 total buses in the system (Spare buses not included):
  - 101 regular route buses and 64 special education student buses for private Proposer (included in the scope of this RFP).
  - 74 independent owner/operator owned buses (not included within the scope of this RFP)
- 47,003 total enrollments
- 22,000 annual extracurricular miles (estimated)
- 143 number of daily routes required for daily service
- 143 number of daily routes bus drivers required for daily service
- 18 number of spare buses available for daily use
- 12,500 to 14,000 estimated number of students transported daily on private Proposer fleet
- Current private Proposer employs the following staff:
  - 2 full-time employees at 2 of the satellite dispatch centers and 1 full-time at the 3rd location
  - A general manager
  - An assistant manager
  - A full-time safety officer
  - A full-time recruiter
  - A full-time trainer
  - A full-time shop manager
  - 5 full-time mechanics

## II. Bus Routes and Route Management

The HCDE staff is responsible for establishing school bus routes except for any after school routes and field trips. The HCDE works with Proposers for assistance in routing all regular, magnet, and special education bus routes and analyzes routes periodically to identify routes for restructuring to improve efficiencies. Service provided by the Proposer is to include transporting assigned students over established daily routes, field trip activities, and athletic events as established by the HCDE. There are approximately 180 student days in each school year (see Appendix B for the 2022-23 School Year Calendar). The HCDE reserves the right to revise its time schedules, routes, and number of buses to best suit its needs before, during, or after the school year.

Appropriate provisions will be made to transport special education students. The phrase 'special education students', under this contract, shall mean: duly enrolled and so-classified pupils of the HCDE who are unable to ride a regular bus or who are able to ride a regular bus but require special handling or equipment to ride legally and safely. The HCDE reserves the right to identify pupils requiring these services and place special education students on routes. Proposers are required to provide service to these students within three (3) days of receiving written notice of this placement by the HCDE.

## III. HCDE Transportation Facilities and Bus parking

HCDE provides existing administration and bus yard facilities for use by Proposers to the HCDE.

Facilities include office space for the driver supervisors at each bus yard facility at no cost to the Proposer. HCDE can provide additional facilities as needed; however, Proposers provide fencing, any paving, and any office trailer as needed. HCDE does not provide permanent telephone lines.

Parking for buses is provided at HCDE-owned facilities in accordance with local regulations, provided space is available.

Transportation facilities are currently located at three sites:

- **Dodds Avenue Facility, 2501 Dodds Avenue, Chattanooga, Tennessee 374074:** 13,000 square foot administrative office and garage services building and a small portable building that serves as a driver training facility; also includes a 10,000 square foot bus parking area
- **Hixson High School Dispatch Center, 5705 Middle Valley Road, Hixson, Tennessee 37343:** 1,800 square foot dispatch office and a 5,111 square foot bus parking area
- **Temporary location – Old School located at 901 Altamont Road, Red Bank, Tennessee, 37405**
- **A new facility being built. It will be located across the street from the Sequoya High School that is located at; 9517 Ridge Tral Drive, Soddy Daisy, TN 37379**



## **OBJECTIVE AND PURPOSE OF RFP**

### **I. Objective of RFP**

The objective of this RFP is to offer experienced, professional transportation management companies the opportunity to present a thoroughly detailed proposal of their expertise and qualifications to the Hamilton County Department of Education (HCDE). This proposal will detail the company's proficiency in assisting other county school districts of similar size and scope as the HCDE with its student transportation outsourcing process.

This proposal specifically requests that Proposers present their qualifications and experience in student transportation management (see the Proposal Instructions section).

### **II. Purpose of RFP**

The Hamilton County Board of Education will select one or more experienced and qualified transportation management company (or companies) from those submitting proposals per the evaluation criteria set forth in this RFP. The selected Proposer will proceed with the negotiation process. A major portion of the negotiations will include the financial terms of the contract. HCDE reserves the right to reject any and all final offers and to make any other arrangements that is in the best interest of the HCDE.

# **SPECIAL TERMS AND CONDITIONS**

## **I. Scope of Service**

The Proposer will provide full contracted and management services for the following based on the information detailed in the School District Information and Demographics section with additional information in Appendix A: School Information.

- A. Safe, on-time delivery of students to and from school daily within district-defined parameters.
- B. Assistance in managing an efficient operation of all regular, magnet, special education, and other transportation needs of the Hamilton County Department of Education (HCDE) as outlined in the contract.
- C. Maintenance of the private Proposer-run buses.
- D. Operation of the bus maintenance facilities and substations.
- E. Timely selection, evaluation, training, compensation, and retention of transportation employees, including staff, drivers, trainers, receptionist, and mechanics.
- F. Student discipline in cooperation with and as mandated by federal, state, and school district protocol.
- G. Effective communication with the school district, parents, students, and the community by providing and maintaining open and adequate internal and external communications with the HCDE.

## **II. Equipment**

- A. The Proposer shall provide and maintain an adequate number of school buses, including spares to transport safely and efficiently all students designated by the HCDE during the contract period. Such transportation will be provided in accordance with bus routes, schedules, and events approved by the HCDE. There are approximately 180 student days in each school year. HCDE reserves the right to revise its time schedules, routes, and number of buses to best suit its needs before, during, or after the school year.
- B. The Proposer shall furnish buses with no single bus in service to this contract to be older than 5 years at the start and with no single bus older than 10 years in the fourth (4<sup>th</sup>) year of this contract. No bus shall exceed 10 years old.  

The Proposer shall provide approximately 12 percent spare buses of each type that shall conform to all specifications contained here within. The 12 percent spare buses will not include any buses used primarily for charter bus operation.
- C. The fleet of special education student buses require type A wheelchair, C.E. White seats SS-CR 36 (integrated seating) or equivalent, and must be equipped with heating, air conditioning, and all equipment required in state specifications at time of installation.
- D. The Proposer shall only use buses, which shall meet state inspection standards and specifications for the HCDE. The Proposer shall be responsible for all repairs and maintenance on all buses during the life of this agreement. The Proposer shall maintain all vehicles as to ensure that each vehicle under service to this contract is washed a minimum of twice per month and is in clean and sanitary condition. The Proposer shall notify District staff and complete a written report on every accident involving any bus providing service to this contract. The Proposer shall not fuel any vehicle while students are on board the vehicle. The Proposer shall provide student and mileage information in order to assist the District in complying with applicable regulations. In addition, the Proposer shall provide reasonable assistance to the HCDE to assist with completing and filing necessary reports to governmental bodies.

- E. All buses shall be equipped with 800 MHz two-way radios on the P25 State System with identifiers in working condition and installed according to manufacturer specifications. The Proposer shall provide and own the mobile radios.
- F. The Proposer shall also equip all buses with GPS technology that enables support staff to monitor the path and speed of each bus. District staff will be provided with access to this system.
- G. The Proposer shall equip all buses with alternating headlights when the stop sign is extended (Wig Wag Flasher) and a clear strobe light located on top of the bus at the rear mounted behind the roof hatch that must be flashing and on when transporting any student.
- H. During the contract, the Proposer shall install and maintain mounted and active digital camera systems and ignition-activated dual infrared cameras in all Proposer buses to be used in the service of this contract. A minimum of six (6) cameras is required on each bus, as follows: the first camera will be pointed down the aisle of the bus; the second camera will be pointed down the stairs of the bus; the third camera will be mounted in the rear of the bus to view the back seats; the fourth camera will be pointed on the driver; the fifth camera will be a stop sign camera focused on vehicles passing the bus when the stop sign is deployed; and the sixth camera will be pointed out from the front of the bus. The Proposer will, at a minimum, randomly view route digital recordings on a daily basis of an amount of five (5) percent of total daily routes in service for this contract. All digital recordings shall be maintained for at least thirty days for District viewing purposes. The Proposer shall maintain all radios and cameras, so they are operational at all times; the Proposer is expected to establish a replacement cycle for this equipment, which will be purchased by the Proposer. Upon the arrival of one of the three bus locations, digital recordings must be automatically uploaded to the video server daily.
- I. The Proposer shall allow Wi-Fi installation on all buses upon HCDE request.
- J. The Proposer shall provide a free downloadable app that will allow parents of students being transported by Proposer to be able to track in real time the location of the bus that is transporting their student or students upon HCDE request. The Proposer will also assist HCDE in the implementation of the app with parents and instructions for its use upon HCDE request. The routes in the app must be maintained and updated when a route is changed to allow parents to see live accurate route information.
- K. The Proposer shall allow configuration of all buses with wiring, USB ports, and a base near the driver's station, to which a student identification device can be installed upon HCDE request.
- L. Buses shall be maintained in good operating order, and all equipment shall function properly, as required by state law. The interior, exterior, and windows of all buses shall be kept clean.
- M. Each bus transporting HCDE students must be signed on both sides with "Hamilton County Schools". Buses must be numbered consecutively beginning with "200". Numbers should be clearly identified and placed on the front, rear, and both sides of each bus.
- N. Tennessee Transportation Law 49-6-2116 (d) (3) requires that each school bus serving the district or charter school be equipped with the phone number for reporting complaints on the rear bumper. "Comment On My Driving – Call XXX-XXXX" message will be placed on the rear bumper of the bus in accordance with Tennessee Transportation Law 49-6-2109 (d).
- O. The Proposer shall have a formal complaint tracking system for complaints from parents, principals, and the public at large. Such system will comply with all applicable school board policies, state and federal law. The system will easily allow for the reporting, investigating, and timing requirements per Tennessee Title 49 Education, Chapter 6 Elementary and Secondary Education 49-6-2116 (d).
- P. The Proposer shall allow the HCDE, upon reasonable notice, to inspect all buses and facilities used in support of Hamilton County Schools, as well as the Proposer's accounting books, maintenance and operational procedures, and driver training, as well as other areas pertaining to compliance with terms and/or required methods of transporting students. If equipment is

found by such inspection to not comply with legal or contract requirements, the Proposer shall, at its expense, immediately remove such equipment from service and supply substitute compliant equipment. Equipment removed from service as the result of an inspection shall not be placed back into service without complete correction of deficiency and authorization of the HCDE.

### **III. Fuel Procurement**

The Proposer shall be responsible for providing the fuel required during the performance of this agreement. The Proposer shall be responsible for all taxes on fuel used. The Proposer shall pay for all fuel used in regular, charter, activity, and athletic trips. The Proposer compensation for services rendered hereunder shall be adjusted monthly to reflect increases or decreases in the District's wholesale cost of fuel plus transportation fees and state taxes. The contract "Base Fuel Cost" encompassing all fuel costs shall be based on United States Department of Energy Information spot prices for Ultra Low Sulfur Diesel for the Gulf Coast per gallon each month during the contract period. Should the average cost per gallon differ from the "Base Fuel Cost" by more than \$.10 cents per gallon plus or minus, the Proposer shall adjust to reflect the actual cost of fuel by providing a credit or invoicing for the change in cost. The amount to be either credited or invoiced for shall be based on an average of 6.5 miles per gallon and based on the loaded route miles as established each year by the Hamilton County Schools Transportation Department. The Proposer will be required to provide fuel storage.

### **IV. Facilities Use**

The Proposer will be entitled to lease the facilities outlined in the School District Information and Demographics section of this RFP for the amount of \$1.00 per year per facility and will be subject to the following:

- A. At each location, the Proposer shall have the right to use available bus yard space to park buses and available office space for the use of the Proposer's supervisory personnel. If, at any point during the term of the contract, the Proposer finds existing space is inadequate, the Proposer shall request the HCDE to provide it with additional space. Upon such request, the HCDE shall use its best efforts to accommodate the Proposer's request provided that the Proposer, at its sole expense, provides fencing, paving, and installation of any necessary portable buildings.
- B. The Proposer shall be responsible for maintaining and repairing all facilities to the District's reasonable satisfaction, including but not limited to painting, cleaning, and waste disposal. The Proposer shall assume the responsibility of properly disposing of all used oil, fuel, and other environmental waste whether hazardous or semi-hazardous in nature. The Proposer is also responsible for the maintenance of any and all shop and office equipment that the District provides.
- C. The Proposer has the right to use the facilities in any manner consistent with its obligation to provide transportation management services to HCDE, provided that the District reserves the right to designate reasonable restrictions on the use of the property, which shall not interfere with the Proposer's operations or increase the operation costs for the Proposer. Any fixture installed by the Proposer becomes property of the District upon its installation and may not be removed without express written consent of the Superintendent or designee.
- D. The Proposer shall not be permitted to use the premises for any unlawful, disreputable, or ultra-hazardous purpose or activity or conduct business in a manner constituting a nuisance of any kind.
- E. The Proposer will be responsible for any and all utilities for the premises.
- F. The Proposer will allow the District to staff its Transportation personnel on the leased premises and to occupy such space as the District may designate.

G. The Proposer will be responsible for all taxes and insurance for facilities and use.

## **V. Bus Routing and Schedules**

The HCDE Transportation staff will be responsible for establishing all school bus routes, special education routes, and school bell schedules per the School District Information and Demographics section of this RFP. The Proposer shall be expected to route after school and field trip routes to ensure efficiencies can be realized. The HCDE currently utilizes the Edulog Computerized Routing system and the Proposer is expected to have an experienced Edulog Route Specialist on staff for this RFP.

*Note: The HCDE is continually analyzing routes and envisions it may increase or reduce the number of routes over the duration of any contract.*

## **VI. Staff**

It must be understood that this RFP provides for the selection of a professional company to provide student transportation management services, including any applicable extracurricular activity and field trip transportation, for all eligible HCDE students.

The Proposer is responsible to provide:

- A. All day-to-day Transportation management staff
- B. An individual Point of Contact for each Learning Community within Hamilton County Schools
- C. Regular route school bus drivers
- D. Special education school bus drivers
- E. Bus drivers for extracurricular and special program routes
- F. Bus aides/monitors for special education routes
- G. Bus mechanics

The Proposer shall be responsible for providing acceptable substitute drivers for both regular education and special education student routes whenever necessary to meet the terms of the contract. Individual drivers shall not be allowed to provide their own substitutes.

The Proposer shall identify one or more individuals in its employ who will serve as driver trainer(s) and will notify the HCDE Transportation Department in writing of the so appointed individual(s).

The Proposer shall provide new drivers with appropriate training and licensing. The training program shall include instruction in transportation safety and welfare of the children being transported and with full knowledge of and conformance with existing local and state laws governing the operation of motor vehicles upon all highways.

The Proposer shall equip all employees with picture identification badges and vests. Driver personnel must maintain a neat, presentable presence in attire and personal appearance.

Any current school bus staff will be given first right of refusal for employment with the Proposer in positions for which they qualify. The Proposer is expected to staff appropriate numbers for maintenance, support, drivers, and substitutes as to provide for uninterrupted service and long-term sustainability of transportation management services.

Proposer shall have starting pay for drivers at \$21.00 per hour. Proposer shall have a salary schedule for drivers with the top being a minimum of \$23.00 per hour. Newly hired drivers are to be added to the schedule commensurate with experience. Any drivers retained from previous school bus service providers shall be brought in at the minimum of the same rate of hourly pay as they were paid with previous school bus service provider.

## **VII. Reporting**

### **A. DISCIPLINE AND HEALTH:**

The Proposer shall provide the District on the day of the incident, student incident reports of behavioral, disciplinary, or health problems that arise during bus trips. For urgent situations, telephone contact with the District will be made immediately.

### **B. ACCIDENT:**

- i. The Proposer shall follow all federal, state, and local laws pertaining to accidents, i.e. drug testing.
- ii. The Proposer shall notify the designated District Administrator or designee immediately by telephone of any vehicle accident or injury.
- iii. The Proposer shall work with the District to determine the plan for parental notification. In some cases, depending on the accident and injuries sustained, the District shall be responsible for notifying parents immediately. In situations involving minor accidents and either minimal to no injuries, the Proposer shall be responsible for notifying parents immediately. Additional protocols will be determined between the Proposer and the District Facilities Director.
- iv. The Proposer shall provide, within thirty minutes of an accident, the number of students and staff on the bus at the time of the accident, their full names, and their seating position on the bus, where applicable.
- v. The Proposer shall provide any additional information to the District as required per District policies and/or procedures.
- vi. The Proposer shall forward, within 24 hours of each accident where an injury is sustained, a written report describing all details of such accident. All other accident reports shall be submitted within 48 hours of each accident and filed according to Tennessee state law and regulations.

### **C. DAILY LATE ARRIVAL REPORTING:**

Student arrival at school and throughout the routes should achieve acceptable on-time rates to the maximum extent possible. The Proposer shall have a process to track on-time rates for all bus routes and will daily as soon as known report any late arrivals to the Transportation Director.

### **D. DAILY BUS REPORT (DBR):**

The Proposer shall use and have drivers complete a DBR. The DBR will form the basis of rate base fees to the District. Reports shall be completed for each individual bus movement by date and route. These shall remain on file at the Transportation facility and be available for District audit and review on request. Final form design is to be approved by the District.

### **E. BUS DRIVER INFORMATION REPORTS:**

The Proposer shall have in its files and made available to the District upon request information such as but not be limited to drivers' names, dates of birth, dates of license issuance and expiration, school bus to which assigned, and dates and types of training.

### **F. BOOKS/RECORDS:**

The District retains the unrestricted right to inspect the Proposer's buses, records, maintenance, and operational procedures and driver training, as well as other areas pertaining to compliance with the contractual terms and/or required methods of transporting students.

### **G. INSPECTION/CERTIFICATION REPORTS:**

The Proposer shall, by July 1 of each year, provide written lists of all Contract buses and vehicles, including year, make, size, and specifications to be used for student transportation by the Proposer, or a letter from a manufacturer committing that buses will be available in Hamilton County, Tennessee by July 15 of the subject year. Prior to District approval, the Proposer shall pre-inspect all of the above buses and provide the District with complete copies of Inspection by no later than ten (10) working days prior to their use by the Proposer for student transportation. The Proposer shall correct all discrepancies within two (2) weeks and notify the District in writing of the same.

H. MONTHLY REVIEW:

The Proposer's on-site Manager shall formally meet with District-designated personnel at least once a month (at the District's discretion) to report on achievements, areas of concern, activities performed in compliance with the Contract, and information of interest regarding news and changes in the school transportation industry. The Proposer shall make such special reports, studies, and surveys regarding student transportation as are reasonably necessary to or requested by the District.

I. MONTHLY SUMMARY/KEY PERFORMANCE INDICATOR REPORT:

By the tenth (10<sup>th</sup>) calendar day of the month, the Proposer shall supply the District with a monthly summary report. The report will include but not be limited to:

- i. Number of open routes
- ii. Current number of assigned drivers
- iii. Current number of substitute/cover drivers
- iv. Number of drivers in training and estimated completion date
- v. Number of accidents
- vi. Number of preventable accidents
- vii. Miles between accidents - Total number of transportation accidents that were, divided by total number of miles driven
- viii. Miles between preventable accidents - Total number of transportation accidents that were preventable, divided by total number of miles driven
- ix. Number of vehicle breakdowns
- x. Number of routes/runs combined or covered by a different bus route, indicating date and time per incident
- xi. Late buses, indicating what school, route, date, day, time and reason
- xii. Percentage of buses arriving on time daily
- xiii. Bus capacity and estimated daily ridership by route - AM, mid-day, and PM

J. DISTRICT MEETINGS:

The Proposer's on-site Manager shall be available for attendance at District meetings and Board of Education meetings as needed and requested by the District.

K. ANNUAL PRESENTATION:

The Proposer shall be available to make a presentation annually to HCDE designated personnel and/or to the Hamilton County Board of Education summarizing the prior year's activities, latest developments within the field of student transportation, the Proposer's company, other items of interest to the District, and plans for the year ahead. The District will attempt to provide a minimum of 30 days' notice to the Proposer of such presentations and will include any specific requests for information required as part of the presentation.

L. CUSTOMER SATISFACTION SURVEY:

The Proposer's shall conduct an annual customer satisfaction survey by April 30 of each year. The proposed survey questions shall be submitted to the District by January 5 of each year for review and approval by the HCDE prior to release of the survey.

M. MONTHLY BILLING:

The Proposer will provide to the District, accompanying the monthly billing, a computer spreadsheet file in Microsoft Excel of the billing work-up. The spreadsheet details and design are to be coordinated between the Proposer and the District and approved by the District.

## VIII. Cooperation

Student transportation has great visibility in the community and plays a key part in the District's relationship with the community and in the community's perceptions of the District. It is crucial to the maintenance of a positive and cooperative community environment, and it is an essential ingredient to the District's achievement of its educational goals, that the Proposer becomes a positive and supportive partner in communicating and conveying true interest and concern to the public. This need is so important that it constitutes a major factor by which Proposer performance will be judged by the District.

A. INQUIRIES ABOUT DRIVERS AND STUDENT PROBLEMS:

The Proposer will be responsible for answering inquiries from the public regarding drivers and student problems, schedules, and other various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the designated District official or, in his/her absence or unavailability, to another appropriate District Office administrator.

B. INQUIRIES ABOUT ROUTES AND BUS STOPS:

The Proposer will be responsible for answering inquiries from the public regarding routes, schedules, and other various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the designated District official or, in his/her absence or unavailability, to another appropriate District Office administrator.

C. COURTESY AND PATIENCE:

The HCDE believes its students are the number one priority. Therefore, all contact with parents and staff must be professional and friendly at all times. The District is dedicated to its community role as a customer service organization. District patrons must find positive responsiveness in contact with the Proposer and all of its personnel.

D. STAFF/DRIVER MEETINGS:

Joint meetings for training and open exchange between District staff and drivers will be held annually at a minimum. It is mandatory that all Proposer drivers and staff attend these meetings unless excused by the District. The Proposer and its drivers shall work in support of District policies and strategies regarding interaction with students and handling of behavioral problems. It is absolutely essential that the District and the Proposer establish open and constructive communications. This important relationship will also be a major factor in the District's evaluation of Proposer performance.

## IX. Safety

The absolutely critical aspect of any student transportation program is the safety of the students. The HCDE expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicles, communication with the terminal, high quality maintenance of buses, and support of District policy regarding rider behavior and behavioral problems.



- A. The Proposer shall operate transportation management services, buses, bus drivers, and all other related functions in accordance with all federal and state laws related to education transportation and motor vehicle operations. (See Appendix C for Tennessee Student Transportation Law references.)
- B. Proposer shall administer a satisfactory safety program, which shall conform to the requirements of the State of Tennessee and includes but is not limited to a regularly scheduled safety meeting for the Proposer's personnel. It shall also include a school bus safety and training program for students.
- C. The Proposer shall prohibit any driver from operating a school bus as defined by Tennessee Code Ann. § 55-8-101 anywhere in the state while using a portable electronic device per Tennessee Code Ann. § 55-8-192. (See Appendix C for Tennessee Student Transportation Law references.)
- D. The Proposer shall only allow drivers of school buses who meet the requirements of the Tennessee Code Ann. § 49-6-2107 Certification of drivers and equipment and adhere to any HCDE-adopted rules concerning bus drivers. (See Appendix C for Tennessee Student Transportation Law references.)
- E. Prior to the beginning of each school year, all drivers will have to satisfactorily pass a pre-trip inspection and behind the wheel test. During the school year, any new drivers must also satisfactorily pass a pre-trip inspection and behind the wheel test.
- F. The Proposer will develop and maintain, with District approval, a written emergency crisis plan that addresses transportation emergencies in conjunction with the District's Emergency Plan. The Proposer will instruct all of its employees in the content of both the Proposer's and the District's emergency plans. The Proposer shall develop procedures for handling student emergencies during transport to be provided to the drivers and kept on all buses at all times.
- G. The Proposer shall be available to make a bus safety presentation to classes of students in grades K through 12 within the District as advised and directed by the District. In addition, assemblies and large group presentations will be presented as requested by individual principals.

## **X. Student Discipline**

### **A. DRIVER TRAINING AND CONSISTENCY:**

The District pursues diligently the consistent handling of student behavior issues so that students know what to expect. It is important that school bus drivers also work for consistent treatment and expectations of students to jointly maintain sound District-wide codes of conduct. The District shall share District procedures and policies and the Proposer will develop and share its procedures relative to student conduct and shall provide adequate training to its drivers in these standards. The Proposer shall maintain a continuing program to assure and promote driver adherence to District procedures and standards.

### **BEHAVIOR PROBLEMS:**

The Proposer shall follow District procedures in reporting student behavior problems relative to the buses to the building principal or his/her office. All disciplinary matters will be handled in strict accordance with the District policy, including acts of vandalism to the buses. It is the responsibility of the Proposer to implement and follow through with all student disciplinary action, including but not limited to issuing misconduct citations, following through with revoked bus riding privileges, meeting with parents, and communicating with Principals and school district Counselors concerning student behavior. For behavior issues involving students on an Individualized Education Program (IEP), the Proposer shall follow due process, including a meeting with the student's parents and the District to determine the relationship of the student's disability to the behavior before the student is removed from the bus for more than ten (10) school days. Drivers are responsible for filling out bus citations, communicating with the District

on the day of the incident, supporting principals' actions, and meeting with Principals and parents when necessary. A procedure shall be developed, subject to the approval of the District, to report defined cases of student misbehavior on buses to the building Principal or his office. For all students transported to alternative placements outside of the District, the Proposer shall report student behavior problems to the District's Office of Student Services on the day of the incident.

**B. COMMUNICATIONS:**

- i. In addition to, and as an important supplement to other forms of communication between the Proposer and the District, the Proposer's drivers and the District's Principals shall establish direct communications to assure timely awareness of and solution to any problems.
- ii. The Proposer shall be responsible for answering all calls related to drivers and student problems. The Proposer is expected to work with building staff in individual school buildings in resolution of problems with students. District personnel will be available for calls that cannot be satisfactorily resolved by the Proposer. For students in alternative placements outside of the District, the Proposer shall work with the District's Office of Student Services.

**XI. Inclement Weather**

The Proposer shall monitor all available federal, state, and local emergency notification systems for warnings, watches, and advisories. The Proposer shall give contact information for the on-site Manager and Assistant Manager, including all email addresses and cell phone numbers to the County Emergency Management department.

The Proposer shall operate during inclement weather conditions unless routes are canceled by the District. The Proposer shall provide, in a timely manner, for appropriate equipment and trained personnel and shall design and implement alternate routes as necessary to operate under such conditions. The District shall have the sole responsibility for the decision to alter bus routes to snow routes or cancel bus service for any given day. To ensure that the District is able to make a sound decision pertaining to the cancellation or alteration of bus routes, the Proposer is required to have personnel travel and inspect each area (north, south, east, and west) and all designated roads during inclement weather by 4:30 AM EST and consult with the District-designated Administrator regarding road conditions prior to 5:00 AM EST. Should bus services be required, the Proposer agrees that it will abide by the decision of the District and will operate the routes as normally as possible. During the fall of each year, the Proposer shall meet with the District to determine any changes in routes that should be made during inclement weather so that students and parents may be notified in advance of such weather occurring. District shall pay Contractor the full daily rate per bus for days when District fails to notify the Proposer by 5:00am of school cancelation.

**XII. Performance Infractions and Penalties**

- A. The HCDE will impose penalties for performance infractions of the contracted services. Such penalties may not be imposed for situations beyond the control of the Proposer, e.g., accidents, traffic conditions, unforeseeable street closings, impassable streets, and delays due to extremely poor weather. Assessment of performance penalties in no way limits the right of the HCDE to institute termination proceedings. The HCDE reserves the right to terminate the contract if the Proposer fails to comply, or repeatedly fails to comply, with the terms and conditions of the contract and/or specifications.
- B. The decision to impose any penalties rests with HCDE and will be based on an investigation of each incident. The Proposer will be notified in writing of performance infractions and provided an opportunity to respond. The Proposer must provide a written response by the tenth (10<sup>th</sup>) business day of written notification from the HCDE. Assessed penalties will be credited against the next invoice from the contractor following the completed investigation.

C. The following infractions and penalties are effective on the first (1<sup>st</sup>) student transport date of each school year:

Driver transporting student(s) prior to return of background check results	\$500 per day per bus
Employing driver personnel with unsatisfactory background history	\$1000 per day per bus
Student left on unattended bus	\$1000 per incident
Driver not possessing a current CDL	\$1000 per incident
Failure to comply with vehicle operation laws (including failure to wear seat belt, verifiable speeding and failure to stop at railroad crossings)	\$500 per incident
Failure to provide up to date drivers' list	\$500 per incident
Failure to provide Monthly Summary Report	\$250 per incident
Failure to provide Daily Bus Reports	\$150 per day
Failure to Conduct Annual Customer Satisfaction Survey	\$500
Failure to inspect and maintain vehicle	\$1000 per incident
Driver improperly uniformed	\$150 per day
Failure to adhere to approved route	\$1000 per incident
Route required to be doubled due to the absence of the regular driver and non-availability of a sub driver	= cost of incident bus type per day
Route late to school in the morning, by the following definition: A late bus is defined as a bus that is shown on GPS to have arrived at the school and open its doors to let off passengers less than ten minutes before the designated school start time	= cost of incident bus type per day
Route late in dropping off students for pm routes. A late bus is defined as a bus that is shown on GPS to have dropped off students at assigned stop in excess of 15 minutes from designated drop off time.	= cost of incident bus type per day
Number of students riding bus exceeds safe capacity per manufacturer's specifications	\$150 per day per bus
Failure to pick up or deliver a student with disabilities	\$150 penalty per incident
Bus which is late because of a need to refuel, or because it runs out of fuel in route	\$150 per incident
Early departure of a bus from a scheduled stop	\$100 per incident
Driver misses a stop on a route or fails to pick up student	\$100 per incident
Failure of a driver to keep an up-to-date route sheet on board and on file with Contractor	\$100 per day
Bus without a two-way radio as required or a two-way radio not in proper working condition for any reason for three (3) working days	\$100 per incident
Failure by dispatcher to immediately notify the District of an accident	\$1000 per incident
Failure to clean bus interior and exterior after two days' notice	\$100 per incident
Improper usage of cell phone in the operation of a school bus as defined by TCS (Tennessee Code Annotated)	\$1000 per incident
Failure to stop and use proper procedures at a railroad crossing as defined by TCA (Tennessee Code Annotated)	\$1000 per incident
School possesses documentation which indicates confirmation of a field trip was received but no bus(es) arrived. Students were unable to attend the event	\$500 per bus per incident

*\*Note: The HCDE Transportation Director and the Proposer company General Manager will meet weekly to review GPS data for each bus arrival at each school that week. The HCDE*

*Transportation Director will create a form that lists all late buses and enclose a hard copy of the GPS screen shot validating the late bus, and both the HCDE Transportation Director and the Proposer company General Manager will sign the weekly form. Buses judged by the HCDE Transportation Director and the Proposer company General Manager to be late due to situations beyond the control of the contractor will not be assessed the fine. The form will be submitted to the HCDE Finance Department, and the payment to the Proposer will be decremented accordingly.*

### **XIII. Withdrawal of Routes**

If the Proposer fails to perform, as defined in this paragraph, on any route of the District for a total of five (5) school days in any 30 calendar day period beginning from the first day of each school year, the District may, without terminating the contract, withdraw the route from the Proposer and utilize a substitute contractor to serve such route for the remainder of the school year. For a route to be withdrawn, the failures to perform can be any one or more of the failures to perform specified in this paragraph and need not be the same failure to perform. If a route is withdrawn, the HCDE will not be charged for the route withdrawn and in the event that the cost for serving the route charged by the substitute contractor exceeds the amount that the District would have paid to the Proposer for servicing such route had the withdrawal not occurred, the Proposer shall be charged the excess amount the District is required to pay the substitute contractor for services performed as liquidated damages. As used herein, the term "failure to perform" shall mean the occurrence of any one or more of the following events on a route:

- Failure to run the service on the route contracted for in the manner required by the contract
- Combining a route schedule without prior approval of the HCDE Transportation Director
- Failure to maintain buses as required by the contract.

### **XIV. Definitions**

- **AGREEMENT** – Contract between the District and the successful Proposer
- **DISTRICT** – Hamilton County Board of Education, Hamilton County Schools, or HCDE all used interchangeably
- **PROPOSER** – An individual or company, experienced and qualified in the area of school bus operations, which elects to provide the District with a proposal for providing bus transportation services
- **PROPOSAL** – Detailed information provided by a Proposer outlining the manner in which Proposer intends to provide bus transportation services to the HCDE
- **SCHOOL BUS or BUSES** – A regulation School Bus that meets or exceeds State of Tennessee minimum standards and meets the specification of equipment as laid out as standards in the Specific Terms and Conditions: Equipment section (Bid File 23-13)

### **XV. Term of Contract**

The term of the initial contract period shall be four (4) service years from July 1, 2023, through June 30, 2027. 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 the initial Agreement term of four (4) years. The increments of renewal shall be at the sole discretion of HCDE as deemed in its best interest.

### **XVI. District Policies**

The HCDE shall have the exclusive right and obligation to set standards or policies for District operations. Policies include those regarding student transportation in general, and in particular as to the beginning and ending time schedules of schools, walking distances to school, the establishment of bus

stops, bus arrivals and departure times, railroad crossings, current route descriptions, student discipline and all other pertinent policies relating to transportation.

The HCDE shall designate the students for whom the Proposer shall provide regular route service and for those who are defined for special education route service. The Proposer shall provide regular service for such students for each day that school is in session during the term of this agreement and shall provide other special service for such students and authorized District staff as the District may require.

## **XVII. Insurance**

### **A. Certificate of Insurance:**

The Proposer, at its sole expense, shall procure and furnish the District with a Certificate of Insurance naming the HCDE, including its Board Members, Officers, Agents, Employees and Volunteers, acting on behalf of the HCDE, as additional insured. The Certificate of Insurance shall be provided annually and maintained on file continuously, for the term of the Agreement, at the District Office. The insurance minimums satisfactory to the District shall be as set forth below. The insurance shall be kept current during the Agreement and the District requires a 30-day written notification prior to any cancellation of the required insurance should a change in insurance carriers take place.

### **B. Coverage:**

The Proposer shall provide and pay premiums on insurance against bodily injury liability and property damage protecting the District, its Board Members, and the individual members thereof, the owners of the buses, drivers of the buses, and supervisory personnel with the following coverage and sums:

- i. Commercial General Liability – The Proposer shall obtain, at the Proposer’s expense, and keep in effect during the term of this contract Commercial General Liability insurance covering bodily injury and property damage. This insurance shall include products/completed operations liability coverage, personal injury liability coverage, and contractual liability coverage for the indemnity provided under this contract.

Combined single limit per occurrence shall not be less than \$1,000,000 or equivalent. Each annual aggregate limit shall not be less than \$2,000,000 where applicable.

- ii. Automobile Liability – The Proposer shall obtain, at the Proposer’s expense, and keep in effect during the term of this contract Automobile Liability insurance covering bodily injury and property damage.

Combined single limit per occurrence shall not be less than \$1,000,000 or equivalent.

- iii. Umbrella/Excess Liability – The Proposer shall obtain, at the Proposer’s expense, keep in effect during the term of this contract Umbrella/Excess Liability insurance.

Combined single limit per occurrence shall not be less than \$10,000,000. Aggregate limit shall not be less than \$10,000,000.

- iv. Additional Insured – Hamilton County Board of Education and Hamilton County Schools, its elected officials (Board Members), departments, employees, volunteers, and agents shall be named as additional insureds on said policies.

- v. Hold Harmless – The Proposer shall also defend, indemnify, and hold harmless the District from and against any and all claims, suits, judgements, and demands whatsoever, including without any limitation, cost, litigation expense, counsel fees, and liability with respect to injury to or death of any person by reason of negligent operation of the buses of the Proposer.

- vi. Workers’ Compensation Insurance shall be maintained as required by law.

C. Confidentiality:

The HCDE and the Proposer agree to comply with applicable laws relating to protected health information (HIPPA) and protected student information (FERPA). Both parties shall ensure that its personnel, employees, affiliates, and agents maintain the individual confidentiality of all persons served by this agreement as well as each entity's business information.

D. CYBER SECURITY:

The HCDE and the Proposer acknowledge that it may be necessary to electronically transfer data regarding students, staff, and general business information to ensure the Proposer is able to provide the services required by this Agreement. It is the expectation of the HCDE that the Proposer has taken industry accepted and appropriate steps to ensure the security and confidentiality of electronic data. The HCDE is not responsible for any third-party injury (or injuries) and/or claim(s) that may arise in connection with proposer's actions or inactions in this area.

E. SEXUAL ABUSE AND MOLESTATION:

The Proposer's General Liability policy must not specifically exclude coverage for sexual abuse and molestation. If sexual abuse and molestation coverage is excluded under the General Liability policy, evidence of separate sexual abuse and molestation coverage of not less than \$2,000,000 per occurrence and \$3,000,000 aggregate each claim, incident, or occurrence must be provided to the HCDE in the form of a certificate of insurance and must be approved by the HCDE prior to the execution of this agreement.

## **XVIII. Force Majeure**

- A. In the event the Proposer is unable to provide transportation because of Acts of God, fire, flood, riot, war, picketing, civil commotion, strikes, labor disputes, the HCDE shall excuse the Proposer from performance hereunder and shall have the right, but not be required, to take over the safe and legal operation of such buses that the Proposer is prevented from running with school employees, or other persons as the HCDE may deem appropriate until the Proposer is able to resume operations, provided however, the insurance and hold harmless indemnification clauses herein shall not apply in such a situation. In this event, the District shall pay to the proposer for buses used, same amount specified in the rate schedule applicable for that year, less all reasonable expenses and cost incurred by the District in securing the services of such operating personnel. The Proposer shall not be released from contractual obligation because of the above-mentioned conditions until satisfactorily established that the nonperformance is not due to the fault or neglect of the Proposer.
- B. If neither the District nor the Proposer operates the buses, the District is not obligated to any payments.
- C. The Proposer agrees to make every reasonable effort to provide transportation in the event of a strike by the District's employees.

## **XIX. Arbitration**

Any disagreement regarding the interpretation, meaning or effect of any provision of the Agreement may be settled by arbitration if so requested by both parties in writing. In case of such a written request, the parties agree that within 60 days, binding arbitration will be entered into, with each party having selected an arbitrator, and the two having selected a third. The decision of the majority of the arbitrators shall be binding upon each of the parties hereto. The cost of such arbitration shall be shared equally between the parties.

## **XX. Funding**

The parties recognize that revenue needed to fund this Agreement must be approved by established budget procedures. The parties also recognize that the revenue received by the District is sometimes affected by circumstances outside the control of the District. This Agreement, therefore, is entered into contingent upon the ability of the District to fund this Agreement. Should the District experience an unexpected shortfall, which would affect the District's ability to fund this Agreement the compensation for any partial periods shall be prorated, based upon a daily basis consistent with the compensation terms of the Agreement. If funding inadequacies require a reduction in payments, corresponding reductions in service shall be negotiated between the District and the Proposer.

## **XXI. Disclosure of Independence and Relationship**

Prior to the establishment of any Agreement, the potential Proposer shall certify in writing to the District that no relationship exists between the potential Proposer and the contracting officer or the District that interferes with fair competition or is a conflict of interest, and that no relationship exists between the potential Proposer and another person or organization that constitutes a conflict of interest with respect to an Agreement with the District. The District may waive this provision, in writing, if these relationships of the potential Proposer will not be averse to the interests of the District.

## **XXII. Failure to Meet Established Performance Standards**

If the Proposer fails to meet the established performance standards, the District may:

- a) Reduce or withhold payment
- b) Require the Proposer to perform at proposer's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c) Declare a default, terminate the public contract and seek damages and other relief available under the terms of the public contract or other applicable law.

## **XXIII. Termination or Suspension of Proposer Services**

- A. The District may terminate this Agreement immediately in the event that the District's Board of Education or Superintendent reasonably concludes that the Proposer's performance under this Agreement has endangered the health, safety, or welfare of the District's pupils so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by the District to the Proposer by either delivery of written notice of such termination to the Proposer's local office or facility or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by the Proposer to the District for the purposes of delivering notices under the Agreement.
- B. The District may otherwise terminate this Agreement with the Proposer, without cause, by giving 180 days written notice of termination to proposer. Said notice to be delivered by either delivery of written notice of such termination to the Proposer's local office or facility or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by the Proposer to the District for the purposes of delivering notices under the Agreement.
- C. The District may terminate this Agreement if the District gives written notice to the Proposer of its intent to terminate this Agreement if the Proposer is in default under the Agreement for any of the reasons set forth below in this section and the Proposer should fail within 60 days after receiving such notice from the District to remedy said default set forth in the notice from the District. The following events shall be a default by the Proposer and shall be subject to this 60-day notice requirement:
  - i. Should proposer be or become insolvent.
  - ii. Should proposer make a general assignment for the benefit of creditors.
  - iii. Should proposer file for protection under the bankruptcy laws of the United States.
  - iv. Should proposer repeatedly refuse or fail to supply sufficient properly qualified drivers or buses to perform the transportation services requirements for the District as set forth in this Agreement.
  - v. Should proposer regularly fail to perform the transportation services required under this Agreement in compliance with the required time schedule.
  - vi. Should proposer regularly fail to comply with the District's transportation policies.



vii. Should proposer willfully disregard laws, ordinances, governmental rules or regulations or should repeatedly disregard the instructions of the District, which are consistent with this Agreement.

viii. Should proposer commit any other material breach of this Agreement.

D. In the event of termination under any provision herein, the District, at its sole discretion, may elect to purchase from the Proposer all or selected transportation vehicles then in use in the District. The purchase of vehicles under this provision shall be at the then current fair market value. The District must give written notice to the Proposer of its intent to purchase vehicles at the time the termination notice is provided and must specifically identify vehicles to be purchased within 30 days of the notice of termination or intent to terminate.

## **XXIV. Risk of Loss and Damage**

The Proposer **will be liable for all damages arising out of the proposer's negligence or fault in connection with this RFP.** The District will not be responsible for the loss or damage of any items during the RFP process, unless negligence on the part of the District has been established in a court of law.

## **XXV. Background Check**

The General Assembly of the State of Tennessee requires any person, corporation, or other entity that enters into or renews a contract with a local board of education comply with Tennessee Code Ann. Sec. 49-5-413(d).

Tennessee Code Ann. Sec. 49-5-413(d) 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. TPC587 provides guidance for employees who have been convicted of an offense.

## **XXVI. Bid Bond**

A Bid Bond equating to 10% of the first years estimated cost (see page 55 for Estimate) must be submitted with the proposal. Failure to provide a valid Bid Bond at time of proposal submission shall deem Vendor Non-Responsive and therefore ineligible for evaluation and award.

## **XXVII. Performance Bond**

The Vendor shall furnish a valid Performance Bond for the full estimated annual amount of the contract prior to commencing any work. Such Performance Bond shall be updated/re-issued annually to remain current and capture the full estimated annual amount of the contract for the corresponding service year.

## **COST/FEES TERMS AND CONDITIONS**

Charges are based upon the Hamilton County Department of Education (HCDE) operating academic and supplemental education programs listed in the RFP and those listed in the Proposer's response to the RFP. The number of vehicles for this calculation is 143 buses as outlined. In the event the service requires fewer daily buses and/or routes than the established base of 143, then the Proposer shall reduce its charges by the applicable daily per bus per day rate. If the service requires more daily buses and/or routes than the established base of 143, then the Proposer shall increase its charges by the applicable daily per bus per day rate. The District shall make the final determination for adding or reducing the number of buses or routes. The Proposer will assist in evaluating all routes as an on-going program to initiate recommendations to the District to effect cost savings. The Proposer shall be paid for the base in 12 monthly equal payments payable on the last day of the month starting on July 1, 2023. Extra and additional activities will be billed and approved by the District separately. These invoices will be paid within 30 days of submission.

All quotes for services and invoices shall reflect the Proposer's final contracted pricing. Failure to do so may result in delay in payment or non-payment.

## **LAW AND JURISDICTION**

Any contract awarded as a result of responding to this RFP shall be governed by the laws of the State of Tennessee. The parties agree to submit to the jurisdiction of the State Courts of Hamilton County, Tennessee and to waive any right to remove any dispute to Federal Court.

# PROPOSAL INSTRUCTIONS

## I. Proposal Format

Proposers must provide information outlined below in the order outlined below for proposal consideration. Any missing information will cause the proposal to be rejected from consideration. Vendor qualifications are required for all proposers.

*Note: Proposers must meet all regulatory laws, codes, and requirements of local, state, and federal laws and any violations of such in any state should be disclosed up front.*

All proposals shall be sealed in an opaque envelope/container and addressed as follows:

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
REQUEST FOR PROPOSALS  
FOR  
STUDENT TRANSPORTATION  
MANAGEMENT SERVICES  
RFP FILE 23-13

ATTENTION: Purchasing Department  
Hamilton County Department of Education  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421

All proposals must be received by the Purchasing Department at the Hamilton County Department of Education (HCDE) no later than **Thursday, December 1, 2022, at 3:00 PM**, Eastern Standard Time (EST).

Proposers should follow the outline below in the order listed. Responses should be concise and provide the requested information in a manner to give the HCDE a complete answer, without being repetitive or redundant. 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 11 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.

- I. Cover (include the following)
  - a. RFP File Number
  - b. Name of RFP
  - c. Name of Company
  - d. Date
  - e. Contact Information, Address of Company, and Point of Contact
- II. Introduction Letter (one-page only)
  - a. Brief Introduction to Company
  - b. Operation Headquarters
  - c. Contact Information
- III. Proposer Questionnaire (as provided) with additional sheets as required
- IV. Further Description of Proposed Services

- a. Staff Recruitment Program
  - b. Reporting: Frequency and Type of Reporting
  - c. Edulog Computerized Routing Experience
  - d. Additional Resources
- V. Reference Sheet (provided)
- VI. Further Vendor Data
- a. 100% Performance Bond Proof - The Vendor must submit with their proposal a Letter of Bondability from their Surety Company showing their bonding capacity. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Tennessee, with an A.M. Best rating of B or better.
  - b. Bid Bond equating to 10% of the first years estimated cost – See [Page 55](#) for Estimate
  - c. Must provide Insurance Requirements listed in [Section XVII](#)
- VII. All Other Forms Provided
- a. DECLARATION/STATEMENT BY PROPOSER
  - b. CERTIFICATE OF COMPLIANCE
  - c. CERTIFICATION OF COMPLIANCE WITH TENN. CODE Ann. Sec. 49-5-413(d)
  - d. CERTIFICATION OF COMPLIANCE WITH TENNESSEE PUBLIC CHAPTER # 587
  - e. NON-COLLUSION AFFIDAVIT
  - f. DRUG-FREE WORKPLACE REQUIREMENTS & AFFIDAVIT TENNESSEE CODE ANNOTATED, § 50-9-113
  - g. HAMILTON COUNTY BOARD OF EDUCATION CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
  - h. FUNDING NOTICE & PROVISIONS
  - i. CERTIFICATION REGARDING LOBBYING
  - j. DISCLOSURE OF LOBBYING ACTIVITIES
  - k. ATTACHMENT: IMMIGRATION LAW AFFIDAVIT CERTIFICATION
  - l. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT
- VIII. Cost Proposal (provided)

Proposers must provide one (1) bound original hard copy of the proposal with items I through VIII above and one (1) bound hard copies, marked each as “original” or “copy”, along with a digital copy of the proposal with items I through VIII above on a flash drive formatted in a PDF version. All Proposal items should be sealed in an envelope and sent with the above bound proposal items. The Proposal sealed envelope should be marked as follows:

HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 REQUEST FOR PROPOSALS  
 FOR  
 STUDENT TRANSPORTATION  
 MANAGEMENT SERVICES  
 RFP FILE 23-13  
**COST PROPOSAL**

Facsimile (FAX) transmissions of proposals will not be accepted.

It is understood that the HCDE reserves the right to reject any or all proposals or waive any informality in a proposal and it is expressly contemplated that no contract exists on the part of the HCDE and the Proposer until formal written notice has been given or until a contract is executed. It is understood that the HCDE reserves the right to award a contract for the proposal in the manner deemed to be in the best interest of the HCDE.

The HCDE will ensure compliance by checking references listed in the proposals, as well as any other sources to confirm any vendor requirement.

The District may choose to conduct interviews, company visits, or proceed to the negotiations process based on the written proposal only. Therefore, all Proposers are advised to submit a thorough and complete proposal document.

## **II. Prohibition of Alterations**

Proposals which are incomplete or conditioned, or which contain any erasures, alterations, addition of items not called for in the Proposal Format section above, or which contain irregularities of any kind, or which are not in conformity with the law may be rejected, as well as proposals that take exception to specifications or those that place conditions on the contracted services, unless specifically indicated as acceptable.

## **III. Acceptance of Conditions**

Each Proposer, by the submission of a proposal, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

## PROPOSAL EVALUATION

The proposals shall be subjectively evaluated by the Hamilton County Board of Education with points assigned based upon desirable features. Those proposals submitted that do not meet mandatory requirements will not be rated.

Each Proposer submitting a proposal should understand that the nature of the Hamilton County Department of Education (HCDE) student transportation operation is so complex that detailed specifications of services to be performed are not detailed in this RFP. Rather, the intent is for the Proposer to document their expertise, experience, and capability outlined in the Proposal Instructions section. To reiterate, the proposal must be complete, clear, and concise. The following categories, not listed by rank, are the principal criteria by which proposals will be evaluated. All proposals from qualified transportation companies that provide the entire minimum required qualifications and that pass the financial strength tests will then be evaluated and weighted on the following criteria:

1. **Cost:** Cost of proposal per costing sheet and indicated by the references in the proposal and throughout all negotiations process.
2. **Business Stability:** Stability of the business operated by the Proposer based on references provided by the Proposer in the proposal, as well as references of financial institutions.
3. **Financial Strength:** Financial ability of the Proposer to operate their company in a way as to provide uninterrupted sustainable bus transportation management services to the HCDE.
4. **Quality of Service:** Quality level of service and professionalism of staff provided to other school systems based on references and interviews.
5. **Human Resources Management:** Qualifications and experience of management and staff, driver selection programs and training including pupil management, and ability to retain qualified employees to include substitute drivers to ensure uninterrupted and sustainable bus transportation management services to the HCDE.
6. **Performance:** Ability to meet or exceed the performance goals and requirements of District as set forth in this RFP including on responsiveness, on time service, professionalism, public relations, and detail to safety.
7. **Fleet Management:** Replacement plan for equipment and quality of maintenance program to ensure safe and up to date equipment to ensure uninterrupted and sustainable bus transportation management services to the HCDE.
8. **Safety:** Documented safety program, safety history, and references provided on safety practices of the company for student, staff, and public safety.

Item	Evaluation Point Value
1. Cost	20 points
2. Business Stability	10 points
3. Financial Strength	10 points
4. Quality of Service	10 points
5. Human Resources Management:	5 points
6. Performance	10 points
7. Fleet Management	5 points
8. Safety	30 points
<b>TOTAL</b>	<b>100 points</b>

The Hamilton County Board of Education will evaluate the proposals based on the above criteria, as well as on the following factors:

- a. Motivation

- b. Professionalism
- c. Philosophy of Service
- d. Flexibility

The Hamilton County Board of Education will select the company that it deems most qualified to serve the interests of the District, then proceed to the negotiations process.



## DECLARATION/STATEMENT BY PROPOSER

The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-contractors have \_\_\_\_\_ have not \_\_\_\_\_ violated or participated in a violation of (please indicate appropriate answer and be specific) 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 \_\_\_\_\_ have not \_\_\_\_\_ (please indicate appropriate answer) been debarred by any governmental agency (Federal, state, or local). If your response is affirmative, please explain circumstances and the occasion. Failure to complete this statement shall be cause for your RFP being considered non-responsive to this Bid Proposal Form and subject to rejection.

Vendor \_\_\_\_\_

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

## 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 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## **CERTIFICATION OF COMPLIANCE WITH TENN. CODE Ann. Sec. 49-5-413(d)**

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 Code Ann. Sec. 49-5-413(d).

Tennessee Code Ann. Sec. 49-5-413(d) 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.

Tennessee Code Ann. Sec. 49-5-413(d) 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 Code Ann. Sec. 49-5-413(d) and certify compliance with the regulations.**

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature

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Date

## **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

## **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: \_\_\_\_\_

**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: \_\_\_\_\_

**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.

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Organization Name

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

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Signature



## **FUNDING NOTICE & PROVISIONS**

NOTICE: the services being requested and the associated Agreement are funded in whole or in part with Federal funds in addition to general funds of the agency. As such, the applicable federal provisions of Appendix II, supported and enforced by the 2 CFR Part 200.327, and provided within this Funding Notice & Provisions section shall apply to the Agreement and where/as applicable to the Work performed.

Consultant/Contractor/Vendor agrees, through signature and certification provided below, to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated herein and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or equivalent business relationships the Consultant/Contractor/Vendor creates to support the Consultant/Contractor/Vendor's servicing to HCS.

When the funding source or the applicability of any provision provided herein is not clear, it shall be the sole responsibility of the Consultant/Contractor/Vendor to clarify any such items with the HCS authorized Project Manager or Sponsoring Department prior to omitting or not performing any action or requirement.

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Name & Address of Consultant/Contractor/Vendor

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Name & Title of Submitting Authorized Official

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Signature of Authorized Official

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Date

## CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards and that all sub recipients shall certify and disclose accordingly to undersigned.

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Name & Address of Consultant/Contractor/Vendor

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Name & Title of Submitting Authorized Official

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Signature of Authorized Official

---

Date

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
4040-0013

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____		
<b>6. * Federal Department/Agency:</b> _____	<b>7. * Federal Program Name/Description:</b> _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
<b>b. Individual Performing Services (including address if different from No. 10a)</b> Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: _____ * Name: Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

## ATTACHMENT: IMMIGRATION LAW AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed by an authorized principal of the Consultant/Contractor/Vendor and submitted with HCS Procurements where applicable. Further, Consultant/Contractor/Vendor are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by HCS personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

HCS will not intentionally award HCS contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

HCS may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by HCS.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by HCS.

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Name & Address of Consultant/Contractor/Vendor

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Name & Title of Submitting Authorized Official

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Signature of Authorized Official

---

Date

## FUNDING PROVISIONS

### 1. EQUAL EMPLOYMENT OPPORTUNITY:

1.1 During the performance of this contract, the contractor agrees as follows:

- A. The Consultant/Contractor/Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant/Contractor/Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant/Contractor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Consultant/Contractor/Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor/Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Consultant/Contractor/Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant/Contractor/Vendor's legal duty to furnish information.
- D. The Consultant/Contractor/Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant/Contractor/Vendor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Consultant/Contractor/Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Consultant/Contractor/Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Consultant/Contractor/Vendor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant/Contractor/Vendor may be declared ineligible for further Government contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The Consultant/Contractor/Vendor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant/Contractor/Vendor. The Consultant/Contractor/Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant/Contractor/Vendor becomes involved in, or is threatened with, litigation with a sub-Consultant/Contractor/Vendor as a result of such direction, the Consultant/Contractor/Vendor may request the United States to enter into such litigation to protect the interests of the United States.

## **2. MAINTENANCE OF RECORDS:**

- 2.1. The Consultant/Contractor/Vendor will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the Consultant/Contractor/Vendor for a minimum of seven (7) years from the date of termination of this agreement, or for such period is required by law.
- 2.2. Consultant/Contractor/Vendor shall provide, when requested, access by HCS, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant/Contractor/Vendor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 2.3. Consultant/Contractor/Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 2.4. Consultant/Contractor/Vendor agrees to provide the Grant Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 2.5. Consultant/Contractor/Vendor shall retain all records associated with this Agreement for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 2.6. HCS and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as HCS deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Consultant/Contractor/Vendor and at the expense of HCS.

## **3. DHS SEAL, LOGO, AND FLAGS**

- 3.1. The Consultant/Contractor/Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Grant Agency pre-approval.

## **4. LOCAL VENDOR PREFERENCE EXCLUSION**

- 4.1. Local Vendor Preference is not applicable to this Agreement and subsequent contract and/or purchase order(s).

## **5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS**

- 5.1. This is an acknowledgment that Grant Agency financial assistance will be used only to fund the services requested. The Consultant/Contractor/Vendor will comply with all applicable federal law, regulations, executive orders, Grant Agency policies, procedures, and directives.

## **6. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

- 6.1. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant/Contractor/Vendor, or any other party pertaining to any matter resulting from the Agreement.

## **7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS**

- 7.1. The Consultant/Contractor/Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant/Contractor/Vendors actions pertaining to this Agreement.

## **8. SUBCONTRACTS**

- 8.1. The selected firm must require compliance with all federal requirements of all sub-Consultant/Contractor/Vendors performing work for Prime Consultant/Contractor/Vendor under this Agreement, by including these federal requirements in all contracts with sub-Consultant/Contractor/Vendors.

## **9. CONFLICT OF INTEREST:**

- 9.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from Consultant/Contractor/Vendors or parties to subcontracts.

## **10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):**

- 10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.
- 10.2. Sub-Consultant/Contractor/Vendor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-Consultant/Contractor/Vendors.
- 10.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- 10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

## **11. ENERGY POLICY AND CONSERVATION ACT**

- 11.1. Consultant/Contractor/Vendor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

## **12. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

- 12.1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- 12.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 12.3. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 12.4. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 12.5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 12.6. Requiring the prime Consultant/Contractor/Vendor, if subcontracts are to be let, to take the five previous affirmative steps.

## **13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)**

- 13.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its Grant Agency award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that Consultant/Contractor/Vendor should review.
- 13.2. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)**

- 14.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending Grant Agency Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

## **15. TERMINATION FOR CAUSE AND/OR CONVENIENCE:**



- 15.1. HCS, by written notice to the Consultant/Contractor/Vendor, may terminate this Agreement with or without cause (for convenience), in whole or in part, when HCS determines in its sole discretion that it is in HCS's best interest to do so. In the event of termination the Consultant/Contractor/Vendor will not incur any new obligations for the terminated portion of the Agreement after the Consultant/Contractor/Vendor has received notification of termination.
- 15.2. If the Agreement is terminated before performance is completed, the Consultant/Contractor/Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of HCS and shall be turned over promptly by the Consultant/Contractor/Vendor.

## **16. SUSPENSION AND DEBARMENT**

- 16.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant/Contractor/Vendor is required to verify that none of the Consultant/Contractor/Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 16.2. The Consultant/Contractor/Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 16.3. This certification is a material representation of fact relied upon by the awarded Consultant/Contractor/Vendor. If it is later determined that the Consultant/Contractor/Vendor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to HCS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 16.4. The Consultant/Contractor/Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **17. RECOVERED MATERIALS**

- 17.1. In the performance of this contract, the Consultant/Contractor/Vendor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:
  - Competitively within a timeframe providing for compliance with the contract performance schedule;
  - Meeting contract performance requirements; or
  - At a reasonable price.
- 17.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

## **18. REMEDIES**

- 18.1. In the event the Consultant/Contractor/Vendor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, HCS may, upon fifteen (15) calendar days written notice to the Consultant/Contractor/Vendor and upon the

Consultant/Contractor/Vendor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- 18.1.1. Withhold or suspend payment of all or any part of a request for payment.
- 18.1.2. Require that the Consultant/Contractor/Vendor refund to HCS any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- 18.1.3. Exercise any corrective or remedial actions, to include but not be limited to:
- 18.1.4. Requesting additional information from the Consultant/Contractor/Vendor to determine the reasons for or the extent of non-compliance or lack of performance;
- 18.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- 18.1.6. Advising the Consultant/Contractor/Vendor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- 18.1.7. Requiring the Consultant/Contractor/Vendor to reimburse HCS for the amount of costs incurred for any items determined to be ineligible.

**19. OTHER REMEDIES AND RIGHTS:**

- 19.1 Pursuing any of the above remedies will not keep HCS from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If HCS waives any right or remedy in this Agreement or fails to insist on strict performance by the Consultant/Contractor/Vendor, it will not affect, extend or waive any other right or remedy of HCS, or affect the later exercise of the same right or remedy by HCS for any other default by the Consultant/Contractor/Vendor.
- 19.2 Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between HCS and the Consultant/Contractor/Vendor arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Tennessee law. If such dispute is in state court, venue shall be in the courts of Hamilton County.

**20. CONTRACT WORK HOURS & SAFETY STANDARDS:** For Agreements exceeding \$100,000 with use of mechanics or laborers.

- 20.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 20.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

20.3. Withholding for unpaid wages and liquidated damages. The State of Tennessee Division of Emergency Management or equivalent office shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

20.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**21. CLEAN AIR ACT:** For Agreements exceeding \$150,000.

21.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

21.2. The contractor agrees to report each violation to the Grant Agency and the Regional Office of the Environmental Protection Agency and understands and agrees that the Grant Agency and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to HCS, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

21.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Grant Agency.

**22. FEDERAL WATER POLLUTION CONTROL ACT**

22.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

22.2. The contractor agrees to report each violation to the Grant Agency and the Regional Office of the Environmental Protection Agency and understands and agrees that the Grant Agency and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to HCS, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

22.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Grant Agency.

**23. BYRD ANTI-LOBBYING AMENDMENT:**

23.1. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Consultant/Contractor/Vendors who apply or bid for an award of \$100,000 or more shall file the required certification.

**24. CONTRACT CHANGES OR MODIFICATIONS**

- 24.1. 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.

## **25. RIGHTS TO INVENTIONS MADE UNDER AN AGREEMENT**

- 25.1. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and HCS enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Agreement must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations.

## **26. CIVIL RIGHTS ASSURANCE STATEMENT**

- 26.1. The vendor hereby agrees that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
7. Where USDA applies: All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
9. Where USDA applies: Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
10. Where USDA applies: The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

## **27. WHERE USDA APPLIES:**

- (1) This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or

donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

- (2) Food service staff will be funded by School Nutrition funds, a non-federal entity subject to the provisions in 2 CFR 200. Therefore, the fees for food service positions cannot be quoted using cost plus a percentage of cost, per 2 CFR 200.324(d). The proposer must provide pricing for food service staff using a cost plus fixed-fee method. Other position types may be quoted using either pricing method.

# PROPOSER QUESTIONNAIRE

FOR  
Hamilton County Department of Education  
Student Transportation Management Services RFP  
Bid File 23-13

**TO THE PROPOSER:**

The information provided here in will be used to assist Hamilton County Department of Education (HCDE) in evaluating the qualifications of the Proposer to satisfactorily provide a student transportation management services. The questionnaire must be filled out accurately and completely and submitted to the District with the Proposer's bid response. The failure to complete the form and return it by the time specified, or any other errors, omissions, or misrepresentation in the questionnaire may result in the Proposer being excluded from bidding or may be considered as a basis for the rejection of the Proposer's bid. Any incorrect or false information submitted may also be considered a default of any subsequent contract executed by the Proposer and the District.

Additional sheets may be attached to this questionnaire by the Proposer if there is not adequate room on this form.

**I. Description of the Proposer's Organization.**

A. Name of Organization (also include any trade names utilized by the Proposer).

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B. Type of Organization

1. Corporation:  Yes  No

a. State of Incorporation:

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b. Name and Titles of Principal Officers:

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c. If Proposer corporation is a subsidiary, give name and address of the parent corporation.

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2. Limited Liability Company  Yes  No

a. State of Organization

b. Name of Members:

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c. Name of Managers (if any):

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d. If the Proposer company is a subsidiary, give name and address of parent corporation or company.

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3. Partnership?  Yes  No

a. State whether a general or limited partnership.

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b. List general partner's names and residence addresses.

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4. Proprietorship?  Yes  No

**II. Nature of Operations.**

A. Is your firm currently engaged in transportation of school services?  Yes  No State the number of years you have been engaged in school transportation services: \_\_\_\_\_

B. List all transportation contracts involving more than 200 buses that you are currently serving or that you have served in the previous three (3) years. For each contract show the name and address of the school served, the name of the personnel of the school district in charge of transportation the approximate average daily number students transported, and the approximate average daily number of buses utilized (Attach and use additional sheet if necessary).

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C. Have you ever had a student transportation contract cancelled or terminated before its expiration?  Yes  No

If Yes, give the reasons for cancellation or termination and the name and address of the school district cancelling or termination the contract (Attach and use additional sheet if necessary).

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**III. Vehicle Data.**

If awarded this Bid, do you intend to purchase new buses for the performance of the contract? If not, list the buses by make, size, year, model, and type of fuel that you intend to use (Attach and use additional sheet if necessary).

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**IV. Management and Advisory Personnel.**

Give name, title, and a brief resume of the person that propose to be responsible for the overall management of student transportation operations for the Hamilton County Department of Education (HCDE), during performance of this contract (Attach and use additional sheet if necessary).

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**V. Driver Personnel.**

A. The approximate number of full or part time school bus drivers now in your regular employment.

1. Full Time

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2. Part Time

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B. What procedures do you have to verify information on employment applications? (Attach and use additional sheet if necessary)

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C. Do you use any pre-employment driver test procedures?  Yes  No

Describe briefly (Attach and use additional sheet if necessary).

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D. Please describe the background check procedures you utilize for prospective employees (Attach and use additional sheet if necessary).

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**VI. Preventative Maintenance and Mechanical Repair.**

A. Briefly describe your preventive maintenance program (Attach and use additional sheet if necessary).

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B. Do you a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.)  Yes  
 No

C. If Yes, please describe (Attach and use additional sheet if necessary).

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D. What qualification and experience requirements do you have for employment of your mechanical personnel (Attach and use additional sheet if necessary)?

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**VII. Driver Training and Safety.**

A. Do you have an established and continuing driver training program in your present operation?   
Yes  No

If Yes, describe the program briefly (Attach and use additional sheet if necessary):

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B. Do you have an established, continuing safety program?  Yes  No

If Yes, outline the essential features of your safety program (Attach and use additional sheet if necessary).

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C. Give name, title, and a brief resume of the person(s) charged with the responsibility of this program (Attach and use additional sheet if necessary).

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D. How often are safety meetings required to be held?

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**VIII. Financial and Credit Data**

Please attach completed audited financial statements including the auditor's notes, for its last three (3) years. If the Proposer has not had its financial statements audited by an independent accounting firm, the Proposer must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:

- a. Recently audited (or best available) financial statements
- b. Dunn and Bradstreet Rating
- c. Lines of credit
- d. Evidence of a successful financial track record
- e. Evidence of adequate working capital

Please identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with HCDE (Attach and use additional sheet if necessary).

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Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

**PROPOSER REFERENCE FORM**

**1.**

Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
Date(s) of service: \_\_\_\_\_  
Contact Name & Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**2.**

Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
Date(s) of service: \_\_\_\_\_  
Contact Name & Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**3.**

Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
Date(s) of service: \_\_\_\_\_  
Contact Name & Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**PROPOSER REFERENCE FORM**  
*(continued)*

**4.**

Client Name: \_\_\_\_\_

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

Services Provided: \_\_\_\_\_

Date(s) of service: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**5.**

Client Name: \_\_\_\_\_

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

Services Provided: \_\_\_\_\_

Date(s) of service: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## COST PROPOSAL

Name / Contractor:		Date:			
VEHICLE TYPE	NUMBER OF DAYS PER YEAR	COST PER BUS PER DAY			
SCHOOL YEARS		2023-2024	2024-2025	2025-2026	2026-2027
Vehicle Type:					
Regular Transportation- Bus Types: 84 passengers	Approx. 75				
Bus Aides/Monitors	Approx. 32				
Special Education Transportation Bus Types:	Approx. 68				
Bus Aides/Monitors	Approx. 68				
Misc. Transportation Programs					
Summer School	50				
Saturday School	0				
After School	50				
Noon Day	25				
Sports/Activity Trips- Cost per mile					
Sports/Activity Trips- Cost per hour					
Sports/Activity Trips- Minimum charge per trip					
<b>Estimated Total Annual Pricing</b>					

# 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 bidder proposal 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.

\_\_\_\_\_  
Printed Respondent Name Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

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

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

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## APPENDIX A: SCHOOL INFORMATION

### Hamilton County Schools ADM 2022-2023

School	ADM	Grade	Address/City	Zip
Allen Elementary School	447	K-5	9811 Dallas Hollow Road, Soddy Daisy	37379
Alpine Crest Elementary School	319	K-5	4700 Stagg Road, Chattanooga	37415
Apison Elementary School	652	K-5	10433 E. Brainerd Road, Apison	37302
Barger Academy	320	K-5	4808 Brainerd Road, Chattanooga	37411
Battle Academy for Teach/Learning	487	K-5	1601 Market Street, Chattanooga	37408
Bess T. Shepherd Elementary School	500	K-5	7126 Tyner Road, Chattanooga	37421
Big Ridge Elementary School	492	K-5	5210 Cassandra Smith Road, Hixson	37343
Brainerd High School	644	9-12	1020 N Moore Road, Chattanooga	37411
Brown Middle School	342	6-8	5716 Highway 58, Harrison	37341
Calvin Donaldson Environmental Science Academy	391	K-5	927 West 37th Street, Chattanooga	37410
Central High School	754	9-12	5728 Highway 58, Harrison	37341
Chattanooga Charter School of Excellence	391	K-5	2029 E. 23rd St, Chattanooga	37404
Chattanooga Charter School of Excellence High	32	9-12	200 E. 37th Street, Chattanooga	37410
Chattanooga Charter School of Excellence Middle	177	6-8	1912 South Willow Street, Chattanooga	37404
Chattanooga Girls Leadership Academy	355	6-12	1802 Bailey Avenue, Chattanooga	37404
Chattanooga High Center for Creative Arts	651	6-12	1301 Dallas Road, Chattanooga	37405
Chattanooga Preparatory School	372	6-12	1849 Union Avenue, Chattanooga	37404
Chattanooga School For The Arts and Sciences Lower	372	K-5	865 East Third Street, Chattanooga	37403
Chattanooga School For The Arts and Sciences Upper	683	6-12	865 East Third Street, Chattanooga	37403
Chattanooga School for Liberal Arts	793	K-12	6579 East Brainerd Road, Chattanooga	37421
Clifton Hills Elementary School	670	K-5	1815 East 32nd Street, Chattanooga	37407
Daisy Elementary School	377	K-5	620 Sequoyah Road, Chattanooga	37379
Dalewood Middle School	259	6-8	1300 Shallowford Road, Chattanooga	37411
DuPont Elementary School	238	K-5	4134 Hixson Pike, Chattanooga	37415
East Brainerd Elementary School	1211	K-5	7660 Goodwin Road, Chattanooga	37421
East Hamilton High School	1269	6-12	2015 Ooltewah Ringgold Road, Ooltewah	37363
East Hamilton Middle School	1006	6-8	3550 Bentwood Cove Drive, Apison	37302
East Lake Academy of Fine Arts	524	6-8	2700 East 34th Street, Chattanooga	37407
East Lake Elementary School	593	K-5	3600 13th Avenue, Chattanooga	37407
East Ridge Elementary School	996	K-5	1014 John Ross Road, East Ridge	37412
East Ridge High School	1008	9-12	4320 Bennett Road, East Ridge	37412
East Ridge Middle School	710	6-8	4400 Bennett Road, East Ridge	37412
East Side Elementary School	552	K-5	1603 Lyerly Street, Chattanooga	37404
Hamilton County Collegiate High at Chatt State	132	9-12	4501 Amnicola Highway C-75, Chattanooga	37406
Hamilton County Virtual School	339	K-12	Chattanooga	
Hardy Elementary School	433	K-5	2100 Glass Street, Chattanooga	37406
Harrison Elementary School	1012	K-5	8098 Ferdinand Piech Way, Chattanooga	37416
Hixson Elementary School	402	K-5	5950 Winding Lane, Hixson	37343
Hixson High School	939	9-12	5705 Middle Valley Road, Hixson	37343
Hixson Middle School	610	6-8	5681 Old Hixson Pike, Hixson	37343

### Hamilton County Schools ADM 2022-2023

School	ADM	Grade	Address/City	Zip
Howard Connect Academy	253	6-8	100 25th Street, Chattanooga	37408
Hunter Middle School	743	6-8	6810 LeBron Sterchi Drive, Ooltewah	37363
Ivy Academy	442	6-12	8520 Dayton Pike, Soddy Daisy	37379
Ivy Academy's Skillern Elementary	66	K-5	8447 Springfield, Soddy-Daisy	37379
Loftis Middle School	593	6-8	8611 Columbus Road, Hixson	37343
Lookout Mountain Elementary School	224	K-5	321 Bragg Avenue, Lookout Mountain	37350
Lookout Valley Elementary School	269	K-5	701 Browns Ferry Road, Chattanooga	37419
Lookout Valley Middle/High School	316	6-12	350 Lookout High Street, Chattanooga	37419
McConnell Elementary School	458	K-5	8629 Camp Columbus Road, Hixson	37343
Middle Valley Elementary School	780	K-5	1609 Thrasher Pike, Hixson	37343
Montessori Elementary at Highland Park	267	K-5	700 S. Hawthorne Street, Chattanooga	37404
Nolan Elementary School	733	K-5	4435 Shackelford Ridge Road, Signal Mountain	37377
Normal Park Museum Magnet	820	K-8	1009 Mississippi Avenue, Chattanooga	37405
North Hamilton County Elementary School	388	K-5	601 Industrial Blvd., Sale Creek	37373
Ooltewah Elementary School	872	K-5	8890 Snowy Owl Road, Ooltewah	37363
Ooltewah High School	1265	9-12	6123 Mountain View Road, Ooltewah	37363
Ooltewah Middle School	516	6-8	5100 Ooltewah-Ringgold Road, Ooltewah	37363
Orchard Knob Elementary School	463	K-5	2000 E. 3rd Street, Chattanooga	37404
Orchard Knob Middle School	340	6-8	500 North Highland Park Avenue, Chattanooga	37404
Red Bank Elementary School	595	K-5	1100 Mountain Creek Road, Chattanooga	37405
Red Bank High School	821	9-12	640 Morrison Springs Road, Chattanooga	37415
Red Bank Middle School	537	6-8	3701 Tom Weathers Drive, Chattanooga	37415
Rivermont Elementary School	378	K-5	3330 Hixson Pike, Chattanooga	37415
STEM School Chattanooga	279	9-12	4501 Amnicola Highway, Chattanooga	37406
Sale Creek Middle/ High School	610	6-12	211 Patterson Road, Sale Creek	37373
Sequoyah High School	227	9-12	9517 W Ridge Trail Road, Soddy Daisy	37379
Signal Mountain Middle/High School	1370	6-12	2650 Sam Powell Trail, Signal Mountain	37377
Snow Hill Elementary School	660	K-5	9042 Career Lane, Ooltewah	37363
Soddy Daisy High School	1093	9-12	618 Sequoyah Road, Soddy Daisy	37379
Soddy Daisy Middle School	464	6-8	200 Turner Road, Soddy Daisy	37379
Soddy Elementary School	509	K-5	260 School Street, Soddy Daisy	37379
Spring Creek Elementary School	643	K-5	1100 Spring Creek Road, Chattanooga	37412
The Howard School	1532	9-12	2500 South Market Street, Chattanooga	37408
Thrasher Elementary School	582	K-5	1301 James Blvd, Signal Mountain	37377
Tommie F. Brown International Academy	342	K-5	718 East 8th Street, Chattanooga	37403
Tyner Academy	564	9-12	6836 Tyner Road, Chattanooga	37421
Tyner Middle Academy	392	6-8	6837 Tyner Road, Chattanooga	37421
Wallace A. Smith Elementary School	615	K-5	6930 Teal Lane, Ooltewah	37363
Westview Elementary School	605	K-5	9629 E Brainerd Road, Chattanooga	37421
Wolftever Creek Elementary School	600	K-5	5080 Ooltewah-Ringgold Road, Ooltewah	37363
Woodmore Elementary School	297	K-5	800 Woodmore Lane, Chattanooga	37411



## APPENDIX AA: LEARNING COMMUNITIES

### Harrison Bay

Executive Director: Dr. Timothy “Chip” Dale

#### Elementary

[Apison Elementary](#)  
[Chattanooga Schools for the Liberal Arts](#)  
[East Brainerd Elementary](#)  
[Harrison Elementary](#)  
[Ooltewah Elementary](#)  
[Snow Hill Elementary](#)  
[Smith, Wallace A. Elementary](#)  
[Westview Elementary](#)  
[Wolftever Creek Elementary](#)

#### Middle

[Brown Middle](#)  
[East Hamilton Middle](#)  
[Hunter Middle](#)  
[Ooltewah Middle](#)

#### High

[Central High](#)  
[Hamilton County Adult High](#)  
[Ooltewah High](#)  
[Battle Academy](#)  
[Brown Academy](#)  
[Hillcrest Elementary](#)  
[Collegiate High](#)

### MidTown

Executive Director: Chief Jill Levine

#### Elementary

[Calvin Donaldson Academy](#)  
[Hardy Elementary](#)  
[Orchard Knob Elementary](#)  
[Woodmore Elementary](#)

#### Middle

[Dalewood Middle](#)  
[Orchard Knob Middle](#)

#### High

[Brainerd High](#)

### Missionary Ridge

Executive Director: Dr. Jason Vance

#### Elementary

[Barger Academy](#)  
[Shepherd, Bess T.](#)  
[Clifton Hills Elementary](#)  
[East Lake Elementary](#)  
[East Ridge Elementary](#)  
[East Side Elementary](#)  
[Spring Creek Elementary](#)

#### Middle

[East Lake Middle Academy](#)  
[East Ridge Middle](#)  
[Tyner Middle Academy](#)

#### High

[East Ridge High](#)  
[Tyner Academy](#)  
[The Howard School](#)

## North River

**Executive Director: Elaine Harper**

### Elementary

[Allen Elementary](#)

[Big Ridge Elementary](#)

[Daisy Elementary](#)

[Hixson Elementary](#)

[McConnell Elementary](#)

[Middle Valley Elementary](#)

[North Hamilton County](#)

[Soddy Elementary](#)

### Middle

[Hixson Middle](#)

[Loftis Middle](#)

[Soddy Daisy Middle](#)

### High

[Hixson High](#)

[Sale Creek Middle/High](#)

[Sequoyah High](#)

[Soddy Daisy High](#)

## Rock Point

**Executive Director: Dr. Shane Harwood**

### Elementary

[Alpine Crest Elementary](#)

[DuPont Elementary](#)

[Nolan Elementary](#)

[Lookout Mountain Elementary](#)

[Lookout Valley Elementary](#)

[CSAS Lower](#)

[Normal Park Lower](#)

[Red Bank Elementary](#)

[Rivermont Elementary](#)

[Thrasher Elementary](#)

### Middle

[Normal Park Upper](#)

[Red Bank Middle](#)

### High

[Center for Creative Arts](#)

[CSAS-Upper](#)

[Lookout Valley Middle/High](#)

[Red Bank High](#)

[Signal Mountain Middle/High](#)

## APPENDIX B: SCHOOL CALENDAR

# 2022 - 2023

Board Approved

### Color Key

#	Admin In-Service *	6
#	Full Student Day	176
#	PD Day (Stockpile)	4
#	Paid Holiday	5
#	Winter Break (Paid)	10
<b>TOTAL:</b>		<b>201</b>
#	Unpaid Holiday - 12	
#	End of Quarter	
#	Half-day for students; buses run early release schedule.	

### August

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

### September

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

### October

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

### November

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

### December

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

### January

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

1 <sup>st</sup> SEMESTER (84 Days)	
Q1	42 Days
Q2	42 Days

2 <sup>nd</sup> SEMESTER (96 Days)	
Q3	48 Days
Q4	48 Days

### February

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

### March

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

### April

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

### May

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

- Admin In-Service: August 4 - 5 & 8 - 9
- First Day for Students: August 10
- Labor Day: September 5
- Fall Break: October 10 - 14
- PD Day: October 17
- Thanksgiving Break: November 23 - 25
- Winter Break: December 19 - 30
- PD Day: January 2 - 3
- MLK Day: January 16
- Presidents Day: February 20
- PD Day: March 13
- Spring Break: April 3 - 6
- Spring Holiday: April 7
- Last Day for Students/Report Cards: May 24
- Last Day for Teachers/Admin In-Service: May 25

\* The 6th in-service day is an additional Half-day added within a six-week window each semester. These extended days are for Parent-Teacher Conferences.

