

# Anderson County Government

## Request for Bids

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

[purchasing@andersontn.org](mailto:purchasing@andersontn.org)  
<http://andersontn.org/purchasing>

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**RFP No.: 4902**

**Date Issued: July 19, 2018**

**RFPs will be received until  
2:30 p.m. Eastern Time on August 9, 2018**

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

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



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Natalie Erb, Director of Finance

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### BID DESCRIPTION

#### RFP for Transportation Services for Special Education Students

*Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.*

**RFP # 4902**  
**Transportation Services for Special Education Students**

**Section A. Introduction**

Anderson County seeks proposals for transporting Special Education students to and from schools via two routes. Specific route information is considered sensitive information and potential bidders may contact the Anderson County Purchasing Office to obtain a copy the Route Information. Wheelchair access will not be required for these routes.

**General Route Information**

Route One transports students to and from Lake City Elementary School, Fairview Elementary School, Norris Middle School and Andersonville Elementary School.

Route One consists of eleven stops one-way.  
Route One is 45.1 miles one-way.

Route Two transports students to and from Clinton High School, Norris Middle School and Fairview Elementary School.

Route Two consists of nine stops one-way.  
Bus Two Route is 51 miles one-way.

Pick-up and Drop-off times must receive prior approval from the Board of Education's Director of Transportation. Routes may change throughout the school year and subsequent school years. The School Calendar for the current year is incorporated into the RFP as Exhibit 1.

Awards, if made, will be made to the contractor whose proposal is most advantageous to Anderson County.

## **Section B. Proposal Requirements**

Vendor must submit one original hard copy, and one digital copy of the proposal. Responses must be submitted in accordance with the tabs listed below.

### **Tab A. Certification of Compliance with Contract Requirements**

The contract template that will govern any contract awarded from this RFP is included as Attachment 5. Vendor must certify compliance with all requirements listed in the contract template. The County anticipates awarding a four-year contract with four one-year renewal options.

### **Tab B. Fleet Safety and Reliability**

Response must provide the following information:

- Description of fleet to be used to include year, make & model
- Maintenance plan
- Copies of maintenance logs from previous calendar year
- Most recent state bus inspection
- Safety record for the past five years including any accidents
- Description of the vendor's financial health

### **Tab C. Vendor Experience**

Response must demonstrate experience with satisfactory performance of contracts in similar scope and size. Vendor must provide three references from educational institutions. References must include:

- Institution name
- Contact name
- Phone number
- Email address
- Description of services provided

Vendor must provide a summary outlining the screening process for potential drivers, to include drug testing requirements.

Vendor must certify compliance with the requirements listed in Attachment 6, Background Check Compliance Form.

### **Tab D. Required Attachments**

Response must include the following attachments:

- Attachment 1 – Vendor Information Form
- Attachment 2 – Non-Collusion Affidavit
- Attachment 3 – Diversity Business Information Form
- Attachment 4 – Certificate of Liability Insurance
- Attachment 6 – Background Check Compliance Form
- Attachment 7 – Price Sheet

### **Section C. Proposal Evaluation Scoring**

Proposals will be evaluated by an evaluation team. Documents may also be examined by other agencies and consultants of Anderson County Government.

- |                                 |           |
|---------------------------------|-----------|
| 1. Fleet Safety and Reliability | 25 POINTS |
| 2. Vendor Experience            | 25 POINTS |
| 3. Cost                         | 40 POINTS |

**Attachment 1**  
**BID NUMBER: 4902 – Transportation Services for Special Education Students**

**SECTION 1 - BID INFORMATION**

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

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

Subcontractor Information (If applicable)

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

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

City \_\_\_\_\_

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

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

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

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

**SECTION 2 - VENDOR INFORMATION**

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

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

City \_\_\_\_\_

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

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

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

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

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

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

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

**Authorizing Signature:**

\_\_\_\_\_  
(Please sign original in blue ink)

Attachment 2

**Non-Collusion Affidavit**

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

Non-Collusion Affidavit

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

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

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

I STATE THAT:

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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



## DIVERSITY BUSINESS INFORMATION

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

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

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

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

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

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

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

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

**DIVERSITY BUSINESS INFORMATION  
ANDERSON COUNTY GOVERNMENT**

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

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

**SECTION 6 – DIVERSITY INFORMATION**

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

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

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

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

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

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

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

Please provide copy of certification letter or certificate

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

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

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

**NOTARY ACKNOWLEDGEMENT:**

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

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

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

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

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

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



**Attachment 4  
Insurance Requirement Acknowledgment**

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

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

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

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

**Bidders Statement and Certification**

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

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

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

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

\_\_\_\_\_  
Date

**School Transportation Contract Template**

**THIS AGREEMENT** entered into on this 1st day of July, 2018 by and between the Board of Education of Anderson County, Tennessee (hereinafter referred to as "the Board,") and \_\_\_\_\_, (hereinafter referred to as "the Contractor").

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

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

**WITNESSETH**

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

- A. The Contractor agrees to operate a vehicle for the purpose of transporting school special education students to and from school, at the time and along a specified bus route or routes, which is, or are described in Exhibit A hereof. All vehicles shall be provided by the Contractor and it shall be the Contractor's responsibility to maintain such vehicles in good, safe, working order, and in compliance with all laws and regulations applicable thereto. All drivers must be appropriately licensed, competent, responsible individuals and shall be employees of the Contractor and must not be considered for any purpose as employees of the Board. The board assumes no liability for the actions of drivers, trainees, or other employees of the contractor.
  
- B. All replacement vehicles may not be no older than five (5) years, unless such requirements are waived by the Board, for good cause shown. Said bus chassis and body must conform to the rules and regulations of the State Board of Education and comply with all laws and regulations of the State of Tennessee. Maximum age allowed for a vehicle transporting students in Anderson County is eighteen (18) years from the build date.
  
- C. All vehicles used to transport Anderson County School students will be equipped with a minimum of 1 (one) video/audio surveillance camera located at the front of the bus. The camera will cover both the driver and students. Said video will be available upon request by school administrators but will never be shown by the contractor or his/her agent outside school controls (including parents).
  
- D. Liability insurance coverage on each vehicle shall be no less than the minimum required by State law, and shall be provided by and at the expense of the contractor. Contractors transporting students across state lines must carry the minimum insurance for that process. Failure to carry appropriate insurance as contained herein shall be cause for immediate termination of this contract. The Board shall be named as an additional insured party on all such policies, and shall be provided with copies on such policies and certificate of insurance indicating that such insurance is in full force and effect at all times material hereto. The insurer shall be required to give sixty (60) days written notice to the Board prior to cancellation of the contract of liability insurance required herein. Said mandatory notice of cancellation obligation of insurer shall be evidenced by written instrument amendment or other provision in insurance contract.
  
- E. The base contract amount shall be adjusted annually as of the commencement of each school year. The Board shall calculate the adjustment for each school year based upon the "Revised Consumer Price Index" set forth by the United State Department of Labor. The base index shall be January of the previous school year, and the corresponding

index for the successive January shall be the current index. The percentage of increase as bid in the base contract shall be the adjustment required over the base contract price. At no time shall a decrease in the CPI operate to decrease the original contract as bid

- F. It is understood and agreed by the Contractor that officials of the State of Tennessee may conduct one or more vehicle inspections each year. Vehicles shall meet all state guidelines. The inspection clause is meant to include both used and new vehicles. All vehicles must display a current state inspection sticker before transporting students. Age of vehicle shall be governed by the body build date not put into service date.
- G. All drivers used by Contractor in carrying out this contract shall be required to take a driver training program under the supervision of the State Department of Safety, or an equivalent course of training as may from time to time be prescribed by the State Department of Education. Driver information packets will be required each year to include front and back photo of CDL (if required), driver information sheet, copy of TN Official Driving Record report, current medical clearance, and background check to be filed in HR. If at any time the Director of Transportation determines a driver to be disqualified, he/she will not transport Anderson County students.
- H. Contractor shall bear the cost of all maintenance, repair or replacement of any equipment or any vehicles used by the Contractor in the carrying out of contract, and it shall be the responsibility of the Contractor to provide a location for the maintenance, off season storage and after hours parking of vehicles. (If vehicle is allowed to be parked on a school campus by the principal the contractor will assume all liability for their property.)
- I. Contractors will provide parking and maintenance facilities within Anderson County and will continue to hold such site throughout the extent of the contract. All vehicles, parking, and maintenance facilities will be available for inspection by the Director of Transportation 30 days prior to the first day of school.
- J. It is specifically understood and agreed that the Board and the Contractor must and shall abide by any and all federal, state, or local laws, rules and regulations, including such policies as may be enacted from time to time by the Anderson County Board of Education. Such statutes, rules and regulations of the federal government, the State of Tennessee, and the Board are incorporated herein by reference as if the same is set out verbatim, and if the statutes, rules and regulations should conflict with these terms, then it is understood that this contract shall be deemed modified to conform to such statutes, rules and regulations. Additionally, it is understood that strict adherence is required to the provisions of any and

all contracts the Board may award for a bus route, including, but not limited to, starting points, destinations and times of departure and arrival, as necessary to adequately fulfill this agreement. For violations of or failure to adequately fulfill a contract, the Board may, within its sole discretion, terminate said contract. If the Board chooses not to terminate this contract, this shall not constitute a waiver of the Board's right to terminate for subsequent violations of or for failure to adequately fulfill the contract.

- K. Contracts shall be effective as of the date established by the Board and shall remain in effect for four (4) years from said date. Contracts may be extended by one (1) year for four (4) additional years. It is expressly understood that if the Contractor cannot fulfill the terms of their contract, and upon Board approval, the Contractor may assign, sell, sublet or otherwise transfer any rights and obligations that he/she may have under this agreement. All the above referenced assignments and/or sales require the approval of the Board. Any Contractor that notifies the Board by March 31<sup>st</sup> may be relieved of the contract at the end of the school year.
- L. This agreement and all exhibits constitutes the entire agreement of the parties. This agreement shall be binding upon the contractors, sub-contractors, employees and their respective heirs, executor's, administrators and assigns.
- M. Disciplinary actions or measures involving contractors or bus drivers shall involve any of the following: written reprimand, written suspension, written discharge or temporary oral suspension on grounds set forth hereinafter. The Anderson County Board of Education shall not suspend or discharge any contract without good cause. Whenever a suspension or discharge is issued, the Contractor may contest the suspension or discharge by use of the grievance procedure provided in Item R. The Anderson County Board of Education, acting through Director of Transportation, may orally suspend a Contractor temporarily for a period of twenty-four (24) hours pending formal notification through written process of the basis for complaint. Cell phone usage during the operation of a vehicle, unless deemed an emergency, is a class C misdemeanor and will result in immediate dismissal. (T.C.A. 55-8-192)
- N. In any case where the grounds for the grievance arise from a written suspension or discharge of a Contractor, said Contractor shall have the right to appear before the Anderson County Board of Education at its next regularly scheduled meeting to discuss or refute the charges. In all cases of discharge or suspension, written details of the charges will be furnished to the Contractor within fifteen (15) days prior to the hearing. Should the

charges against the Contractor be dismissed after due process the contracted funds will be paid as agreed upon.

- O. It is understood and expressly agreed by the parties to this contract that the Contractor shall be an independent Contractor for all purposes, and the contractor assumes all liability related to the operation of school buses, transportation of students and performance under this contract. In no event shall the Contractor or the Contractor's employees be deemed an agent, servant, or employee of the School Board.
- P. If during the term of this contract, as a result of inclement weather or for any other reason, the Director of Schools should cancel school for a particular day or a particular period of time, every effort will be made to notify the Contractor as soon as possible.
- Q. The Contractor shall be responsible for all licenses, fees and permits required for performance of the contract resulting from this Request for Proposal. All work to be performed under this contract shall be provided at times convenient to Anderson County. Maintenance may only be performed at times which do not interfere with the daily operations of Anderson County Schools. Should a vehicle fail to operate a route as scheduled, payment will be adjusted accordingly.
- R. **Release:** Contractor hereby agrees to indemnify, release and hold Anderson County and the Board of Education harmless from and against any and all claims, lawsuits, or the like associated with Board's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.
- S. **Default:** In the event of default by the Contractor hereto, the County or Board may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.
- T. **No Oral Modification:** No modifications, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.
- U. **Waiver:** A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.
- V. **Severability:** In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

- X. **Multiple Counterparts: Effectiveness:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.
- Y. **Jurisdiction:** Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.
- Z. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.
- AA. **Choice of Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.
- BB. **Notice:** Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.
- CC. **Titles and Subtitles:** Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.
- DD. **Assignment:** This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.
- EE. **Further Documentation:** The parties agree for themselves and their successors and assign to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Attachment 5

which are or may become necessary or proper to carry out the purpose and intent of this Agreement.



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

**CONTRACTOR:**

**ANDERSON COUNTY BOARD  
OF EDUCATION:**

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

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

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

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

\_\_\_\_\_  
Title

**ANDERSON COUNTY  
GOVERNMENT:**

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

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

\_\_\_\_\_  
Address

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

Approved as to Legal Form

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

**BACKGROUND CHECK COMPLIANCE FORM****ANDERSON COUNTY GOVERNMENT**

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

**BID NUMBER** \_\_\_\_\_**CONTRACT NUMBER** \_\_\_\_\_

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

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

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

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

Company or Individuals (Name) \_\_\_\_\_

Address \_\_\_\_\_

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

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

(       )

Contractor License Number (If Applicable) \_\_\_\_\_

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

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_**Printed Name:** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Please Print Clearly) (Month, Day, Year)**INTERNAL OFFICE USE ONLY**Notes \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Attachment 7**

**4902 - Transportation Services for Special Education Students**  
**Price Sheet**

**Vendor Name:** \_\_\_\_\_

**Price Per Mile:** \_\_\_\_\_

Exhibit 1

## ANDERSON COUNTY SCHOOLS 2018-2019 School Year Calendar

*Calendar fulfills 200-day contract  
179 Teaching Days, + 5 Administrative Days  
+ 3 Flexible In-service + 3 Staff Development Days = 11 In-service days, 10 Holidays = 200 days*

July 30	Staff Development Day <i>(No school for students)</i>	Staff Development Day #1
July 31	Administrative Day <i>(No school for Students)</i>	Admin Day #1
August 1	Student Registration <i>(Abbreviated Day – No Buses)</i>	
August 2	Administrative Day <i>(No school for students)</i>	Admin Day # 2
August 3	Classes begin – Wednesday Schedule	August 22 days
Sept 3	Labor Day <i>(District Closed)</i>	September 19 days
Oct 4	1 <sup>st</sup> Grading Period Ends (45 days)	
Oct 5	Staff Development Day <i>(No school for students)</i>	Staff Development Day #2
Oct 8 – 12	Fall Break <i>(Schools Closed)</i>	October 17 days
Nov 6	Staff Development Day <i>(No school for students)</i>	Staff Development Day #3
Nov 21 – 23	Thanksgiving <i>(District Closed)</i>	November 18 days
Dec 21	Semester Ends <i>(Abbreviated Day – No Buses) (semester 91 days)</i>	
Dec 24 – Jan 4	Winter Break <i>(Schools Closed)</i>	December 15 days
Jan 7	Administrative Day <i>(No school for Students)</i>	Admin Day # 3
Jan 8	Classes Resume	January 17 days
Jan 21	Martin Luther King Day Flex In-service Day <i>(No school for Students)</i>	Flex In-service Day #1
Feb 18	President's Day <i>(District Closed)</i>	February 19 days
March 14	3 <sup>rd</sup> Grading Period Ends (46 days)	
March 15	Flex In-service Day <i>(No school for students)</i>	Flex In-service Day #2
March 18 – 22	Spring Break <i>(Schools Closed)</i>	March 15 days
April 19	Good Friday <i>(District Closed)</i>	April 20 days
April 22	Administrative Day* <i>(No school for students)</i>	*Admin Day #4 (Parent Conf.)
May 13	Flex In-service Day <i>(No school for students)</i>	Flex In-service Day #3
May 17	Graduation for CRCS	May 17 days
May 19	Graduation for ACHS & CHS	
May 24	Last Day for Students <i>(Abbreviated Day – No Buses)</i> <i>(semester 88 days) (total year 179 days)</i>	
May 27	Memorial Day <i>(District Closed)</i>	
May 28	Administrative Day <i>(Certified Staff that worked July 25<sup>th</sup> do NOT have to work)</i>	Admin Day #5

**Instructional days canceled due to inclement weather will be rescheduled as follows:**

- a) First 9 days missed: use days earned by extended hours
- b) Day 10 missed: change March 15<sup>th</sup> to instructional day
- c) Day 11 missed: change April 22<sup>nd</sup> to instructional day
- d) Day 12 missed: change May 13<sup>th</sup> to instructional day
- e) Additional days missed: extend the school year

Revised ~ 5.30.18

## General Terms and Conditions

### BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department. Late bids will not be considered.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

ANDERSON COUNTY PURCHASING DEPARTMENT  
100 NORTH MAIN STREET, SUITES 214 AND 218  
CLINTON, TN 37716

Email: [purchasing@andersontn.org](mailto:purchasing@andersontn.org)  
Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone  
(865) 457-6252 Fax

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**Bid documents must be completed in ink or typed, signed in ink,  
and free from alterations, erasures or mark-throughs.**

### SECTION 1 - GENERAL TERMS AND CONDITIONS

**1.1 ALTERATIONS OR AMENDMENTS:** Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

**1.2 NO CONTACT POLICY:** After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

**1.3 QUESTIONS:** Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to [purchasing@andersontn.org](mailto:purchasing@andersontn.org) no less than ninety-six (96) hours before bid opening date.

**1.4 BID CLOCK:** The bid/time clock in the Anderson County Purchasing office will be the time of record.

**1.5 TAXES:** Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

**1.6 CONFLICT OF INTEREST:** If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

**1.7 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 United States law.

**1.8 NON-DISCRIMINATION:** Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**1.9 SAME AS OR EQUIVALENT TO:** Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

**1.10 MULTIPLE BIDS/AWARDS:** Anderson County may consider multiple bid awards.

**1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b):** Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

**1.12 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

**1.13 BID AWARDS:** Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

**1.14 PROTEST:** Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

**VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.**

**1.15 DELIVERY:** Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

**1.16 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

**1.17 VENDOR'S DEFAULT:** Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

**1.18 DUPLICATE COPIES:** Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

**1.19 DRUG-FREE WORKPLACE:** Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

**1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

**1.21 SCHOOL CAFETERIA BIDS:** If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

**1.22 TERMINATION:** Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

**1.23 OSHA SAFETY:** The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

**1.24 PERFORMANCE BOND:** A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

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

**1.26 AWARD RESULTS:** As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at [www.vendorregistry.com](http://www.vendorregistry.com). Individual notices are normally not mailed or e-mailed except to the successful vendor.

**1.27 PRICE INCREASE/DELIVERY CHARGES:** Request for price or delivery charge increases must in be received in writing 30-days prior to implementation. The Anderson County Purchasing Agent will review requests and make a determination to continue or cancel services.

**1.28 INDEMNIFICATION/HOLD HARMLESS:** Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

**1.29 DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

**1.30 WAIVING OF INFORMALITIES:** Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

**1.31 APPROPRIATION:** Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

**1.32 ASSIGNMENT:** Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

**1.33 QUANTITIES:** Anderson County does not guarantee quantities to be purchased off this bid.

**1.34 UNIT PRICE:** In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

**1.35 MODIFICATION OR WITHDRAWAL OF BIDS:** When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.



**1.36 PRE-BID CONFERENCES:** Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative **MUST** be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award.

**1.37 ADDENDUM:** § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

**1.38 OWNERSHIP:** All bids, once received, become property of Anderson County Government and will not be returned.

**1.39 WEATHER AND COURTHOUSE CLOSINGS:** In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

**1.40 IRAN DIVESTMENT ACT OF 2014:** Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.