

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@andersoncountyttn.gov

Bid No.: 2350

Date Issued: May 19, 2023

**Bids will be received until
2:30 p.m. Eastern Time on June 5, 2023**

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 BIDS AND TO ACCEPT THE BID DEEMED
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Robert J. Holbrook, Director of Finance

| BID DESCRIPTION |
|-----------------|
|-----------------|

| |
|---|
| Bid for Eleven Bus Routes. Vendors are to provide one original and five copies. Bid envelopes must have the Bid # on the cover. |
|---|

This is a second re-bid. This bid has the same pricing cap language as the first re-bid. Reason for re-bid: no one bid on these routes.

Questions are to be emailed to purchasing@andersoncountyttn.gov and kajmeri@andersoncountyttn.gov

RFP # 2336
School Bus Contractor Routes
Specifications

Anderson County (herein after "The County") is seeking proposals for School Bus Contractor Routes. By submitting proposals the Contractor agrees that their prices will remain as quoted (or less) until at least July 1, 2023. The County anticipates issuing a six-year contract with six one-year renewal options. By submitting proposals the Contractor agrees to comply with all the terms in Exhibit A, the standard School Bus Routes Contract template. Exhibit A serves as the Scope of Work for this RFP.

Proposal Requirements

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

Tab 1. Fleet and Maintenance (25 Points)

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

Tab 2. Vendor History/Experience (25 points)

Proposals must provide the following:

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

Tab 3. Location of Facility (20 Points)

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

Tab 4 – Vendor Team (20 Points)

Proposals shall list the Contractor's Management Team and provide a main point of contact(s) that will be available during needed times to communicate immediate adjustments in bus schedules in case of inclement weather or other reasons. Proposals shall describe the vetting the Contractor employs during the hiring process. Proposals shall provide the Contractor's retention rate.

Tab 5 - Cost (30 Points)

Vendors may bid on individual routes or multiple routes as outlined on the routing bid sheet. However, no single vendor will be awarded more than 25% of the routes. Vendors are to price out the routes as listed on Exhibit B and may make alternate cost-saving proposals for combined routes.

Tab 6 – Additional Required Forms (pass/fail)

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

CONTRACTOR CONSTRAINTS

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

SCHOOL SCHEDULE

| SCHOOL NAME | OPEN DOOR TIME | SCHOOL START BELL TIME | REGULAR DISMISSAL BELL TIME | WEDNESDAY EARLY DISMISSAL BELL TIME |
|---|-----------------------|-------------------------------|------------------------------------|--|
| Anderson County High | 7:45 AM | 8:35 AM | 3:45 PM | 2:15 PM |
| Andersonville Elementary | 7:15 AM | 7:50 AM | 3:00 PM | 1:30 PM |
| Briceville Elementary | 7:30 AM | 8:00 AM | 3:10 PM | 1:35 PM |
| Claxton Elementary | 7:20 AM | 7:50 AM | 3:00 PM | 1:25 PM |
| Clinton Middle School | 7:45 AM | 8:30 AM | 3:40 PM | 2:10 PM |
| Clinton High School | 7:55 AM | 8:45 AM | 3:55 PM | 2:25 PM |
| Dutch Valley Elementary | 7:20 AM | 8:00 AM | 3:10 PM | 1:35 PM |
| Fairview Elementary | 7:20 AM | 7:55 AM | 3:05 PM | 1:25 PM |
| Grand Oaks Elementary | 7:30 AM | 8:05 AM | 3:15 PM | 1:45 PM |
| Lake City Elementary | 7:35 AM | 8:00 AM | 3:10 PM | 1:30 PM |
| Lake City Middle School | 7:20 AM | 8:00 AM | 3:15 PM | 1:40 PM |
| Norris Elementary | 7:15 AM | 7:50 AM | 3:00 PM | 1:30 PM |
| Norris Middle School | 7:25 AM | 8:05 AM | 3:15 PM | 1:45 PM |
| Norwood Elementary | 7:20 AM | 7:55 AM | 3:05 PM | 1:35 PM |
| Norwood Middle | 7:15 AM | 8:00 AM | 3:10 PM | 1:35 PM |
| Clinch River Community School | 7:55 AM | 8:35 AM | 3:45 PM | 2:00 PM |
| Anderson County Career & Technical Center | 7:55 AM | 8:36 AM | 3:45 PM | 2:15 PM |

SCHOOL BUS Routes CONTRACT
REGULAR TRANSPORTATION PROGRAM

Contractor:

Phone No.:

Route No.:

Contract Period:

Minimum Capacity:

Amount:

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

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

Exhibit A

to be paid on or before the 25th of each month beginning in August and ending in May.

- E. The base contract amount (excluding fuel) shall be adjusted annually as of the commencement of each school year. The Board shall calculate the adjustment for each school year based upon the "Revised Consumer Price Index" set forth by the United State Department of Labor. The base index shall be January 12th of the previous school year, and the corresponding index for the successive January 12th 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. The increase will not go below 2% or above 4% even if the CPI change is less or more than these amounts.
- F. The Board will meet with each contractor separately on a quarterly basis to adjust fuel payments based on the average price of diesel in Anderson County. For each \$0.15 increase in cost the Board will pay an additional \$0.05 cents per mile. Should diesel prices increase \$0.50 or more prior to the quarterly meeting, the Board will meet with the contractor to make an immediate adjustment. Said adjustment will be considered in the quarterly figures. Adjustment meetings will be scheduled the first business day in July, October, January and April.
- G. All replacement buses must be Type I, and all replacements must 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 school bus operating in Anderson County is eighteen (18) years from the build date.
- H. All buses 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 on the bus. 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 to parents)
- I. Liability insurance coverage on each bus shall be no less than the minimum required by State law, and shall be provided by and at the expense of the 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 provide with copies on such

Exhibit A

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.

- J. It is understood and agreed by the Contractor that officials of the State of Tennessee shall conduct one or more bus inspections each year, buses shall meet all state guidelines and that no bus shall ever be used by a Contractor which fails the State Bus Inspection. The inspection clause is meant to include both used and new buses. All buses must display a current state inspection sticker before transporting students. Age of bus shall be governed by the body build date not put into service date.
- K. All drivers used by Contractor in carrying out this contract shall be required to take a driver training program under the supervision of the State Department of Safety, or an equivalent course of training as may from time to time be prescribed by the State Department of Education. All drivers shall have a current school bus endorsed CDL. Driver information packets will be required each year to include front and back photo of CDL, 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.
- L. Contractor shall bear the cost of all maintenance, repair or replacement of any equipment or any school buses used by the Contractor in the carrying out of a contract, and it shall be the responsibility of the Contractor to provide a location for the maintenance, off season storage and after hours parking of school buses. (If a bus or buses are allowed to be parked on a school campus by the principal the contractor will assume all liability for their property.)
- M. The vendor shall be responsible for all licenses, fees and permits required for performance of the contract resulting from this Request for Proposal. All work to be performed under this contract shall be provided at times convenient to Anderson County. Maintenance may only be performed at times which do not interfere with the daily operations of Anderson County Schools. Should a bus fail to operate a route as scheduled, payment will be adjusted accordingly.
- N. Contractors will provide parking and maintenance facilities within Anderson County and will continue to hold such site throughout the extent of the contract. All buses, parking, and maintenance facilities will be

Exhibit A

available for inspection by the Director of Transportation 30 days prior to the first day of school.

- O. 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.
- P. Contracts shall be effective as of the date established by the Board and shall remain in effect for six (6) years from said date. Contracts may be extended by one (1) year for six (6) 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 subject to Item FF. Any Contractor that notifies the Board by March 31st may be relieved of the contract at the end of the school year.
- Q. This agreement 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.
- R. 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

Exhibit A

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 school bus, unless deemed an emergency, is a class C misdemeanor and will result in immediate dismissal. (T.C.A. 55-8-192)

- S. 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.
- T. It is understood and expressly agreed by the parties to this contract that the Contractor shall be an independent Contractor for all purposes, and the contractor assumes all liability related to the operation of school buses, transportation of students and performance under this contract. In no event shall the Contractor or the Contractor's employees be deemed an agent, servant, or employee of the School Board.
- U. If during the term of this contract, as a result of inclement weather or for any other reason, the Director of Schools should cancel school for a particular day or a particular period of time, every effort will be made to notify the Contractor as soon as possible.
- V. Only students currently enrolled in Anderson County Schools, school system employees or contractor staff will be transported while bus is under system contract unless otherwise agreed upon by the Board.
- W. **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.
- X. **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.

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- Y. **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.
- Z. **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.
- AA. **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.
- BB. **Cancellation:** In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.
- CC. **Exhibits:** Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.
- DD. **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.
- EE. **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.
- FF. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.
- GG. **Choice of Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.
- HH. **Notice:** Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.
- II. **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.

Exhibit A

- JJ. **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.
- KK. **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.
- LL. **Appropriated Funds:** The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.
- MM. **Non-discrimination:** The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.
- NN. **Equal Employment Opportunity:** It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.
- OO. **Anti-Boycott of Israel:** By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

Exhibit A

IN WITNESS WHEREOF THE PARTIES DO HEREUNTO SET THEIR HANDS
on this the _____ day of _____, 20__.

CONTRACTOR:

Signature Date

Printed Name

Title

Name of Company

Address

City, State, Zip

**ANDERSON COUNTY BOARD
OF EDUCATION:**

Director of Schools

Board of Education Chairman

**ANDERSON COUNTY
GOVERNMENT:**

Finance Director

Approved as to Legal Form

N. Jay Yeager
Anderson County Law Director

PROPOSED COST MAY NOT EXCEED 10% OF CURRENT COST

Exhibit B - RFP #2350 PRICE SHEET

| Bus Route # | Bus Capacity | Total Route Miles * | Cost Per Year | 1st Run Schools | 2nd Run Schools | Legend |
|--------------------|---------------------|----------------------------|----------------------|------------------------|------------------------|-------------------------------------|
| 1 | 36 | 37 | \$ | LCES, LCMS | | ACHS Anderson County High School |
| 2 | 36 | 40 | \$ | BES, LCES, LCMS | | AES Andersonville Elementary School |
| 3 | 66 | 32 | \$ | LCES, LCMS | | BES Briceville Elementary School |
| 25 | 66 | 53 | \$ | LCES, LCMS | ACHS | NWES Norwood Elementary School |
| 35 | 66 | 67 | \$ | LCES, BES | LCMS, ACHS | CES Clinton Elementary School |
| 43 | 66 | 47 | \$ | LCES, LCMS | ACHS | DVES Dutch Valley Elementary School |
| 44 | 66 | 61 | \$ | BES, LCES | LCMS, ACHS | FES Fairview Elementary School |
| 66 | 66 | 36 | \$ | BES, LCMS | | AES Andersonville Elementary School |
| 75 | 66 | 57 | \$ | LCES, LCMS | ACHS | CES Clinton Elementary School |
| 77 | 66 | 33 | \$ | LCES, LCMS | | CHS Clinton High School |
| 80 | 66 | 51 | \$ | LCES, LCMS | ACHS | CRCS Clinch River Community School |

VENDOR NAME: _____

Attachment 1

Non-Collusion Affidavit

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

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

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

I STATE THAT:

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

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

Representative's Signature

Title

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public

My commission expires _____

Attachment 2



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

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

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

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

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

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

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

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

Attachment 2

**DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT**

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

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

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

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

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

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

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

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

Signature: _____ **OFFICER OF THE COMPANY**

Name: _____ **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

ON _____, 20____, BEFORE ME, _____.

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISSION EXPIRES: _____

Attachment 3
BID NUMBER: 2350 – School Bus Contractor Routes

| | |
|---|-----------------|
| SECTION 1 - BID INFORMATION | |
| Acknowledgment of Addenda: (Write "Yes" if received) | |
| Addenda 1 _____ | Addenda 2 _____ |
| Addenda 3 _____ | Addenda 4 _____ |

| | |
|--|-----------|
| SECTION 2 - VENDOR INFORMATION | |
| Vendor Name _____ | |
| Vendor Address _____ | |
| City _____ | |
| State _____ | Zip _____ |
| Telephone Number _____ | |
| Contact Person <i>(Please Print)</i> _____ | |
| E-Mail Address _____ | |
| Taxpayer Identification Number, Social Security or Employer Identification Number: _____ | |
| State of Tennessee Business License Number: License # _____ | |
| <u>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.</u> | |
| <u>Authorizing Signature:</u> _____ | |
| (Please sign original in blue ink) | |

**Attachment 4
Insurance Requirement Acknowledgment**

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

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

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

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

Bidders Statement and Certification

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

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date

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 _____