

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

January 5, 2021

RFP File 21-23

INVITATION TO BID

Drug Alcohol Testing Program

Envelopes containing bids must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. In the lower left corner of the envelope, print your company name, RFP File Number and the time and date of opening. Proposers must submit Original and one copy of the technical and cost proposal. Proposers must also include technical and cost proposal on a thumb drive. All bids will be opened publicly via a digital meeting. Bid documents may be secured from the Purchasing Department at the above address or on website @ www.hcde.org via vendorregistry.

Bid must be received in the Purchasing Department prior to the designated time for bid opening. Bids received after the designated time of opening will be considered late and will not be accepted. Bid opening date will be February 18, 2021 at 2:00 pm.

Bidder _____

(Company Name)

(Company Address)

(Contact Name/Phone Number)

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
423-498-7030
January 5, 2021

Sealed bids, addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, Attention: Purchasing Department, will be opened at 2:00 pm. on February 18, 2021.

SECTION I GENERAL TERMS AND CONDITIONS

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

1. **Quality and Guarantee** - All material on which bids are submitted shall be of the quality and grade specified. Each bid must be accompanied with complete descriptions, catalog cuts, or other illustrations of each item upon which a bid is made. The names of manufacturers and stock numbers shall be clearly indicated. Approximate delivery dates are to be given for each item. Any item bid which does not completely meet stated specifications must be listed as an alternate.
2. **Requirements for Submitting Bids** – Bids made on forms other than the Proposal Form will not be considered. No modifications or alterations to the bid documents may be made either by interlineation, supplements or deletions. Documents submitted with modifications of any kind will be ruled non-responsive and the vendor possibly removed or suspended from the bid vendor listing for a period of up to two (2) years. The signature of the person submitting the proposal shall be in longhand without erasure.
3. **Exceptions**: Bidders taking exceptions to any part or section of this invitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply with and/or supply the requirements as written in the bid document.
4. **Bid amendment**: If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
5. **Bid delivery**: HCS requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Procurement Department shall be the official record of the time. HCS is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.

6. **Bid forms:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

7. **Bid preparation:** Prospective bidders are solely responsible for their own expenses in BID preparation and subsequent negotiations with HCS, if any.
8. **Bid pricing:** Any bid, and its associated pricing, shall remain valid for at least ninety (90) days after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
9. **Bid submission and transmission:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.

All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of HCS. Bids/Proposals submitted via e-mail or facsimile machine are unacceptable.

10. **Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples to be submitted by the bidder upon request.
11. **Negotiation** – Hamilton County Department of Education may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Proposal shall contain the Proposer's best terms from a cost or price, experience and technical, and a service standpoint. Hamilton County Department of Education reserves the right to enter into negotiations with Proposers. If Hamilton County Department of Education and the selected Proposer cannot negotiate a successful agreement, Hamilton County Department of Education may terminate said negotiations and begin negotiations with the other Proposers. Hamilton County Department of Education retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Hamilton County Department of Education arising from such negotiations.
12. **Clarification of Bid Document** - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.

13. **Awarding of Contracts** - Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of HCS. HCS reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
14. **Tax Exemption** - Sales and excise taxes do not apply to the equipment purchased by a board of education. These taxes should not be included when submitting bid prices on the attached Proposal Form. The necessary exemption certificate properly executed is to be provided by the successful bidder for signature by a representative of the Owner.
15. **Meeting Specifications** - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise which meets or exceeds the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.
16. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-contractors have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).

In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense - or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

17. **Drug-Free Workplace Program**- Note: Required for construction services, encouraged for others. Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Other organizations are encouraged to ensure that their workplace is Drug-Free

18. **Title VI of the Civil Rights Act of 1964** - No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
19. **Title IX of the Education Amendments of 1972** - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.
20. **Proposal Acceptance**- Bidders shall hold their price and/or discount firm and subject to acceptance by HCS for a period of ninety (90) days from the date of the bid opening, unless otherwise indicated in their bid.
21. **Qualifications of Bidders**- A bidder may be required, before the award, to show to the complete satisfaction of HCS that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified.
22. **Restrictive or Ambiguous Specifications**- It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or request for proposal (RFP) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Procurement Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
23. **Samples**: Samples of articles, when required, shall be furnished free of cost of any sort to HCS and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
24. **Tn Department Of Revenue Requirements**: Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. HCS shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.
25. **No Contact Policy**- After the date and time established for receipt of bids by the HCS Procurement Department, any contact initiated by any bidder with any HCS representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

26. **PRICING:** Vendors are to quote a firm fixed price or discount for the next twelve months. At renewal time, the vendor may request a price increase. Proof of price increase must be supplied to the HCS Procurement Department. HCS reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor may:

Continue with existing prices;

Submit a revised request for price increase;

Or not accept the renewal offer.

If a price increase is approved by HCS, the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally. Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers. However, vendor must submit proof of price increase.

27. **QUANTITIES-** HCS does not guarantee any quantities of items to be purchased. We will buy these items on an as-needed basis.
28. **TN Cooperative Purchasing:** also known as piggybacking, HCDE reserves the right to extend the terms, conditions and prices of this contract to other institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or proposals. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that HCDE shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

1. **ACCEPTANCE**: All terms and conditions in this contract are deemed to be accepted by the vendor and incorporated in the bid, except the provision(s) which are expressly excluded by the specifications.
2. **ADDITIONAL INFORMATION**: Vendors are cautioned that any statement made by any individual or employee of HCS that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
3. **ALTERATION OR AMENDMENTS**: No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.
4. **ASSIGNMENT**: Contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of HCS.
5. **BRAND NAMES**: Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
6. **CODE OF ETHICS**: All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
7. **COMPLIANCE WITH ALL LAWS**: Companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to Title VI of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act and the regulations issued there under by the federal government, the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
8. **DECLARATIVE STATEMENT**: Any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.

9. **DEFAULT:** In case of default by the vendor, HCS may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to HCS. Prices paid by HCS shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Procurement Director.
10. **DELIVERIES:** Must be accompanied by Delivery Tickets or Packing Slips. These shall contain the following information for each item delivered: Purchase Order Number; Item Number; Name of Article; Quantity; and Supplier.
11. **DELIVERY OF GOODS AND SERVICES** - It is understood and agreed that this bid shall constitute an offer which, when approved by the School Board and accepted in writing by the Purchasing Department, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of bidders for at least six (6) months.
12. **DELIVERY REQUIREMENTS:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by HCS. *Note: Time of delivery may be a consideration in the award.*
13. **DISCOUNTS FOR PROMPT PAYMENT:** Vendors may include an option for cash discounts off of their quoted price, with terms of payment to be a minimum of Net 15. If a discount for prompt payment is offered by the bidder, it must be shown in the bidder's response; however, discounts for prompt payment will not be considered in the evaluation of bids or proposals. If earned, HCS will take all discounts offered for prompt payment, provided correct and proper invoices, prepared in accordance with the terms of the purchase order or contract, are processed and payment is issued or post-marked to the successful bidder within the stipulated time frame.
14. **DRUG-FREE WORKPLACE PROGRAM FOR CONSTRUCTION SERVICES:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
15. **GRANT FUNDED PURCHASES:** For purchases that are grant funded, the Grant Agreement may contain/require special terms and conditions. If there is a conflict between the terms and conditions of the Grant Agreement and the General Terms and Conditions of the Bid or RFP, the Grant Agreement Terms and Conditions shall prevail.

16. **INDEMNIFICATIONS/HOLD HARMLESS**: The vendor shall hold HCS, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against HCS or himself because of the unauthorized use of such articles.
17. **INVOICES**: Will be returned for correction unless they contain the following information: Purchase Order Number; Item Numbers; Description of Item; Quantity; Unit Price; Extensions; and Total.
18. **NEW EQUIPMENT**: The vendor shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
19. **NON-COLLUSION**: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
20. **NON-CONFLICT STATEMENT**: Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of HCS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.
21. **NON-DISCRIMINATION STATEMENT**: Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.

22. **PAYMENT METHOD**- HCS utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from HCS Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.

The second method is the use of the HCS Credit Card (MASTERCARD). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the HCS Credit Card (MASTERCARD) as a form of payment. Bidders are prohibited to charge HCS any type of merchant fee from their financial institution to accept this type of payment.

23. **PAYMENT TERMS**: HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.

24. **PUBLIC ACCESS TO PROCUREMENT INFORMATION**: Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or proposal has been completed. All public records pertaining to procurement shall be open for inspection during normal business hours as scheduled in advance with the Procurement Department.

25. **PROTEST OF AWARD**: Any vendor who has submitted a timely bid or proposal in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to HCS's Director of Procurement. Any protest must be submitted in writing and be in the possession of the Procurement Department before noon (ET) of the 2nd working day following the public recommendation of contract award.

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

26. **SAFETY DATA SHEETS**: After award, the successful bidder(s) will be required to provide HCS with a master set of Safety Data Sheets for any applicable products.

27. **TAXES**: HCS is a tax-exempt organization. Sales, use or federal excise taxes should not be included in your bid.

28. **TERMINATION FOR CAUSE**: In the event of any breach of contract by the successful service provider(s), HCS may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then HCS shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to HCS, either at law or in equity.

29. **TERMINATION FOR CONVENIENCE**: Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.
30. **TERMINATION DUE TO NON-APPROPRIATION**: HCS shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of HCS's future fiscal years unless and until HCS appropriates funds for this Contract in HCS's Budget for each such future fiscal year.
31. **TERMS AND CONDITIONS**: In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
32. **WARRANTIES**: Vendor warrants to HCS that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Vendor extends to HCS all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the HCS. Return of merchandise not meeting warranties shall be at Vendors expense.
33. **WAIVING OF INFORMALITIES**: HCS reserves the right to waive minor informalities or technicalities when it is in the best interest of HCS.

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

CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972
4. that to the best of its knowledge and belief that each proposer/bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
5. the Drug Free Workplace statement;
6. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

Signed _____ Dated _____
Print Name _____ Email _____
Company _____ Telephone No. _____
Address _____ Fax No. _____
City _____ State _____ Zip _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT
(Attachment A)

State of _____

County of _____

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

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries,
(Name of my Firm)

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:

Non-Collusion Affidavit (Cont.)

I state that _____ understands and
(Name of my Firm)

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

(Signature and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20_____

NOTARY PUBLIC _____
My commission expires: _____

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

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

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

Certification Requirements.

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

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

CERTIFICATION:

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

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

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

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

STATE OF _____

COUNTY OF _____

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

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

HAMILTON COUNTY DEPARTMENT OF EDUCATION
Chattanooga, Tennessee 37421
January 5, 2021
PROPOSAL FORM

SECTION III Contract for Drug Alcohol Testing Program
Contract Period: Initial July 1, 2021 to June 30, 2024. Optional Renewal July 1, 2024 to June 30, 2025

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

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
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(423) 498-7030

PROPOSAL FORM

Sealed proposals will be received by the Hamilton County Board of Education to award a contract to provide a drug and alcohol testing program and to provide supervisory training to supervisors of CDL drivers and employees in safety sensitive positions. Programs shall comply with the Department of Transportation rules and regulations and specifically with the Omnibus Transportation Employee Testing Act of 1991 (OTETA) and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

Supervisor training shall be a minimum of sixty (60) minutes on training of symptoms of drug/alcohol awareness and sixty (60) minutes on reasonable suspicion of drug and alcohol. Six (6) supervisory training sessions, with unlimited participants, shall be conducted per year. Six (6) employee training sessions, with unlimited participants, shall be conducted per year. Seven (7) types of drug and alcohol testing shall be conducted, during the contract period. Tests required are:

1. Pre-employment for safety sensitive positions
2. Random, 5 panel DOT
3. Random, 10 panel "expanded opiate"
4. Post-accident
5. Return-to-duty
6. Follow-up
7. Reasonable suspicion (applies to all HCDE employees—not just employees in safety sensitive positions)

Outlined below are estimated numbers of annual tests and trainings to be completed per year during the contract period. Contract shall be awarded on an all-or- none basis.

- 150 (estimate) DOT 5 panel testing.
- 40 (estimate) Breath Analysis Testing
- 170 (estimate) Non-DOT 10 panel testing "expanded opiate"
- 6 (estimate) Employee training sessions
- 6 (estimate) Supervisory Training Sessions

PROPOSAL FORM

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	150 ea. (Est)	DOT 5 Panel Testing	\$	\$
2	40 ea. (Est)	Breath Analysis Testing	\$	\$
4	170 ea. (Est)	Non DOT 10 Panel Testing "expanded opiate"	\$	\$
3	6 ea. (Est)	Supervisory Training Sessions	\$	\$
5	6 ea. (Est)	Employee Training Sessions	\$	\$
Total: All or None				\$

Bid proposal may not be withdrawn for sixty (60) days from date of the proposal opening. All bidders must show unit prices and extensions. Lump sum bids will not be considered.

Independent Contractor:

Contractor shall acknowledge that it, and its employees, serves as independent contractors and that HCDE shall not be responsible for any payment, insurance or incurred liability.

Indemnification:

Contractor shall indemnify, defend, save and hold harmless HCDE, the School Board, Administration, agents and employees from all suits, claims actions or damages of any nature brought because of, or arising out of, or due to breach of agreement by contractor, its sub-contractors, suppliers, agents or employees due to any negligent act or occurrence or any omission of commission of contractor, its sub-contractors, suppliers, agents or employees.

PROPOSAL FORM**Insurance:**

Contractor shall provide Certificate of Insurance for the following:

Coverage	Amount
Workers Compensation	Statutory limits of Tennessee
Employers Liability	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 each occurrence, \$2,000,000 aggregate
E & O	\$1,000,000 each occurrence
Auto Liability (if applicable)	\$1,000,000 each occurrence + uninsured motorist

Questions regarding this proposal shall be addressed to: HCDE Purchasing Department via email: doe_purchasing@hcde.org

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to provide a drug and alcohol testing program that complies with the Omnibus Transportation Employee Testing Act of 1991 (OTETA) and any and all revisions thereto.

It is the bidder's responsibility to examine this RFP to determine that the requirements are clearly stated, and to submit its proposal in a timely, complete, and procedurally correct manner. A contract, if awarded, shall be in written form to the qualified and responsive bidder whose proposal is determined to be most advantageous for HCDE/HCBE, taking into consideration the price and other criteria set forth herein.

SCOPE OF WORK

This RFP is for the purpose of soliciting proposals from bidders offering drug and alcohol testing to district employees. The successful bidder is to provide pre-employment, post-accident, return-to-duty, follow-up, random, and reasonable suspicion drug and alcohol testing. The successful bidder will provide supervisor and employee training sessions.

PERSONNEL TO BE TESTED

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

Successful bidder will provide a random selection list to the Hamilton County Dept. of Education (HCDE) on the 10th working day of each quarter. (1st quarter January-March, 2nd quarter- April-June, 3rd quarter- July-September, 4th quarter- October-December). The bidder will use a scientifically valid method to select employees for testing which will include a computer-based random number generator that is traceable to a specific employee. All employees in the pool must have an equal chance of being selected and tested in each

selection period. Random testing will be conducted monthly August through May unless HCDE and the successful bidder mutually agree to a different schedule. All safety sensitive employees will be randomly selected for 10 panel “expanded opiate” testing. All DOT safety sensitive employees will also be randomly selected for 5 panel DOT testing.

TECHNICAL SPECIFICATIONS

CONTROLLED SUBSTANCES TESTING PROCEDURES

1. The procedure for collecting specimens will follow 49 CFR part 40 and DOT regulations as specified in FMCSA Chapter 6, and OTETA. The bidder shall specify the procedures to be utilized to meet controlled substances testing in the RFP.
2. Collection sites utilized during the contract period must be mutually agreed upon by HCDE and the contractor.
3. Collection sites shall be located as close as possible to the work site. No employee shall travel more than 20 minutes from work site to testing site. Where feasible, collection will be conducted at the work location. Bidder must offer at least (3) sites for testing.
4. Collection facilities shall provide service Monday through Friday, five (5) days per week, for a minimum of 10 consecutive hours per day beginning at 7:00 a.m. and extending to 5:00 p.m. The successful vendor shall supply an emergency number at each collection facility and have after-hours collection facilities accessible between the hours of 5:00 p.m. till 7:00 a.m. Monday through Friday and weekends since after-hours samples will be required for post-accident testing and/or reasonable suspicion. Emergency collection facilities should be located on each side of the river (example: Erlanger North, North Park, Parkridge).
5. The collection sites shall be regularly engaged in the business of providing both drug and alcohol testing and provide an adequate waiting room for HCDE employees. All collection sites as well as emergency collection sites must provide urine and breath/saliva alcohol testing. No employee will be sent from one site to another to complete screening requirements. HCDE employees shall wait no more than thirty (30) minutes for scheduled testing to begin.
6. Emergency tests shall begin within thirty (30) minutes of arrival at the testing site. Adequate parking near the facility is required.
7. Collection site personnel are responsible for the integrity of the specimen collection and transfer process and for ensuring the dignity and privacy of the donor. Collection site personnel must follow the steps listed in the collection process specified in 49 CFR 40 subpart E.
8. Collection site personnel shall be properly qualified according to requirements.
9. The collection site shall submit “blind” samples to the lab on a regular basis as a quality assurance measure. The blind quality control specimens must not be distinguishable from driver specimens. The bidder shall specify the method of

compliance with the blind specimen requirements of the program in the RFP and how often “blind” samples will be submitted to the laboratory.

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

ALCOHOL TESTING PROCEDURES

1. The procedure for alcohol testing will follow DOT regulations as specified in DOT FMCSA, Chapter 7, OTETA, 49 CFR 40. The bidder shall specify the procedures to be utilized to meet requirements for alcohol testing in the RFP.
2. Preparation for testing shall be in accordance with 49 CFR part 40 Subpart L.
3. ASD screening test shall be in accordance with 49 CFR 40.245.
4. Incomplete tests shall be managed in accordance with 49 CFR part 40 Subpart N.
5. Test accuracy shall be in accordance with 49 CFR part 40 Subpart N.
6. The initial sample must be collected through the use of a saliva device, a non-evidential breath test device, or an evidential breath testing device (EBT) that is approved by the National Highway Traffic Safety Administration (NHTSA). The confirmation test shall use an EBT that is approved by NHTSA.
7. All screening tests shall be performed by a trained breath alcohol technician (BAT). Saliva and non-evidential breath testing must only be performed by a trained screening test technician (STT).

8. The EBT shall have a manufacturer-developed quality assurance plan approved by NHTSA.
9. Alcohol tests shall be performed by a breath alcohol technician (BAT) who is trained to proficiency in the operation of the EBT that he/she is using and in the alcohol testing procedures specified in the regulations.
10. HCDE shall have the right to conduct on-site inspections of the collection facilities with or without independent consultants without giving advance notice.
11. The bidder shall provide a listing of the office hours of proposed collection facilities and the telephone number utilized during non-scheduled hours by each facility.

LABORATORY SERVICES

1. The laboratory shall meet the rules and regulations listed in 49 CFR Part 40— Procedures for Transportation Workplace Drug and Alcohol Testing Programs, OTETA, and FMCSA.
2. All controlled substances testing shall be completed in a laboratory certified by the Department of Health and Human Services (DHHS) and/or the Substance Abuse and Mental Health Services Administration (SAMHSA).
3. Laboratory equipment shall meet OTETA and Part 40 regulations.
4. Detection limits shall be consistent with OTETA requirements and 49 CFR Part 40 regulations.
5. A quality control program shall be established by the laboratory in accordance with OTETA standards and 49 CFR Part 40 regulations.
6. The laboratory shall provide all data required by DHHS or SAMHSA for inspections and/or to maintain certification.
7. The laboratory shall test and store all specimens (primary and split specimens) in accordance with OTETA and 49 CFR Part 40 Procedures for Transportation Workplace Drug and Alcohol Testing Program.
8. A minimum of one qualified forensic toxicologist shall be available to provide litigation assistance, expert witness testimony and depositions as needed.
9. All controlled substances testing laboratory results shall be reviewed by a qualified Medical Review Officer (MRO). The MRO shall be required to perform the functions found in 49 CFR subpart G.
10. The laboratory shall report the results for each primary specimen as specified in 49 CFR 40.97.
11. The laboratory shall conduct validity testing as specified in 49 CFR 40.89.
12. The laboratory shall follow the retention requirements for blind specimens and records of blind specimen tests as specified in 49 CFR 40.

13. Negative results for drug tests shall be reported to a Medical Review Officer and the Hamilton County Department of Education within twenty-four (24) hours. Confirmed positive results shall be reported to a Medical Review Officer and the Hamilton County Department of Education within twenty-four (24) hours. Failure to provide results within time specified that may result in employee loss of work will be the responsibility of the vendor. Confirmed positive results are to be specifically reported to the Human Resources Director for Classified Personnel within the stated forty-eight (48) hours. Communication is to be by phone and fax.
14. The laboratory shall forward monthly summaries of all test results to the MRO and the DER for HCDE upon request.
15. The laboratory shall not enter into any relationship with an MRO that creates a conflict of interest or the appearance of a conflict of interest with the MRO's responsibilities for HCDE. The laboratory may not derive any financial benefit by having HCDE use a specific MRO.
16. The laboratory shall retain all records pertaining to each employee urine specimen as specified by 49 CFR 40.109.
17. The laboratory shall disclose statistical summaries and other information it maintains as specified in 49 CFR 40.111.
18. A collector working for the laboratory shall meet all requirements specified in 40.33. This includes qualification training, initial proficiency demonstration, refresher training, error correction training, and documentation.
19. The laboratory shall maintain current records on laboratory personnel performing and overseeing the testing effort and made available to HCDE upon request.
20. The laboratory shall maintain a list of all authorized laboratory personnel including individuals requiring access to those areas used for receiving, testing and storage of urine specimens, laboratory supervisors with the authority to sign for and take control of urine specimens and delivery personnel and shall make available to HCDE upon request.
21. The credentials of laboratory directors and technicians in each laboratory must be submitted with the RFP. The date the certification will expire must be submitted with the RFP as well as the steps the laboratory will take to renew certification.
22. The date of certification and proof of certifications by SAMSHA and/or DHHS must be submitted with the RFP.

23. The RFP shall specify:

- a) The recordkeeping system the lab will utilize, including fail-safe back-up procedures to prevent the possible loss of documentation.
- b) The location, days of week, and hours of operation of the qualified laboratory.
- c) A description of the laboratories' quality control program.
- d) Information related to any suspension or legal action taken against the laboratory.

24. HCDE shall have the right to conduct on-site inspection of the laboratory facilities with or without independent consultants without giving advance notice.

MEDICAL REVIEW OFFICER(S) MRO

Required knowledge

Must be a licensed physician who has:

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

Required certification

The MRO shall provide evidence of certification from one of the three recognized MRO authorities in the RFP:

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

Required qualification and requalification training

1. Receive training in collection procedures for urine specimens;
2. Chain of custody, reporting, and recordkeeping;
3. Interpretation of drug and validity test results;
4. Role and responsibilities of the MRO in the DOT drug testing program;

5. Interaction with other participants in the program (e.g. SAPs); and
6. Rules applying to employers for whom the MRO reviews test results.
7. Satisfactorily complete an examination administered by a nationally-recognized MRO certification board or subspecialty board for medical practitioners in the field of medical review of DOT-mandated drug tests. The examination must comprehensively cover all the elements of qualification training.
8. Complete requalification training as required by DOT.
9. Must have a minimum of three (3) year(s) experience in the field of substance abuse and toxicology drug testing as a MRO.
10. Proof of qualifications, medical licenses, memberships, and other relevant training and experience to ensure minimum standards are met must be submitted with the RFP.
11. Methods for remaining informed of MRO policies and practices (e.g., attending conferences, additional training, memberships, reviewing the regulations, etc. must be submitted with the RFP.
12. Percentage of time MRO maintains a medical practice apart from his/her responsibilities as a MRO must be submitted with the RFP.
13. Location, hours of operation and emergency telephone number of the MRO must be submitted with the RFP.

Responsibilities

Shall fulfill responsibilities as outlined in 49 CFR 40.123

Relationship with a laboratory

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

Report of drug results

Shall comply with rules and regulations as stated in 49 CFR 40.

REPORTING AND RECORD KEEPING

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

3. The RFP must include:

- Sample copies of all reports that will be utilized.
- A description of the record keeping process
- How the record keeping process complies with OTETA guidelines, and
- Information on the off-site record keeping systems and how they are to be maintained.

METHOD OF PAYMENT

The successful vendor shall submit monthly invoices to the purchaser reflecting fees for drug and alcohol tests. These invoices shall include the testing date, name of the employee, employee identification number, type of test given. The invoices shall reflect service provided to the School District in a prior month.

RANDOM SELECTION

The method of providing the required random selection of employees and the procedures to be followed in notifying the school district of the employee selected and the test to be performed must be stated in the RFP.

DEFINITIONS

The following words and phrases, when used in the Instruction to Bidders, shall have the following meanings:

Adulterated Specimen shall mean a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol Concentration shall mean the alcohol in a volume of breath expressed in grams of alcohol per 210 liters of breath, as indicated by an evidential breath test. In law enforcement, this is referred to as blood alcohol concentration (BAC).

Alcohol Screening Device (ASD) shall mean a breath or saliva device, other than EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CDL) for such devices.

Alcohol Screening Test shall mean an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her saliva or breath specimen.

Breath Alcohol Technician (BAT) shall mean an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Blind Sample, Blind Performance, or Proficiency Test Specimen shall mean a test submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from driver specimens, and which is spiked with

known quantities of specific controlled substances or is blank, containing no controlled substances.

Chain of Custody shall mean the procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed. The procedure uses the Federal Drug Testing Custody and Control Form (CCF).

Collector shall mean a person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the CCF.

Collection Site shall mean a place designated by the employer where individual present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of controlled substances.

Designated Employer Representative (DER) shall mean an employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements. Service agents cannot act as DERs.

DHHS shall mean the Department of Health and Human Services.

DOT, The Department, DOT Agency shall encompass all Department of Transportation (DOT) agencies, including, but not limited to the Federal Motor Carrier Safety Administration (FMCSA) and the National Highway Traffic Safety Administration (NHTSA).

Evidential Breath Testing (EBT) Device shall mean a device approved by NHTSA for the evidential testing of breath at the .02 and .04 alcohol concentration, placed on NHTSA's Conforming Products List (CPL) for "Evidential Breath Measurement Devices" and identified on the CPL as conforming with the model specification available from NHTSA's Traffic Safety Program.

Follow-up Test shall mean an unannounced alcohol and/or controlled substances testing given to drivers who previously tested positive for a controlled substances or alcohol and are returning to duty.

Laboratory shall mean any U.S. laboratory certified by HHS/SAMHSA under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Medical Review Officer shall mean a licensed physician (M.D. or D.O.) responsible for receiving laboratory results generated by HCDE's controlled substances testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his or her medical history and any other relevant biomedical information.

NIDA shall mean the National Institute on Drug Abuse.

OTETA shall mean the Omnibus Transportation Employee Testing Act of 1991. The Act requires alcohol and controlled substances testing for employees in safety-sensitive positions.

Post-Accident Test shall mean a test administered to a driver in certain commercial motor vehicle (CMV accidents).

Pre-employment Test shall mean a test given to an applicant or driver who is being considered for a safety-sensitive position.

Random Test shall mean a test administered to a predetermined percentage of drivers who perform safety-sensitive functions and who are selected on a scientifically defensible random and unannounced basis.

Reasonable Suspicion Test shall mean a test given to an employee who is reasonably suspected by a trained supervisor of using a controlled substance or misusing alcohol.

Return-to-duty Test shall mean a controlled substances and/or alcohol test prior to return to duty.

RFP shall mean Request for Proposals.

SAMHSA shall mean the Substance Abuse and Mental Health Services Administration.

Screening Test Technician (STT) shall mean a person who instructs and assists drivers in the alcohol testing process and operates an ASD.

Split Specimen as it relates to drug testing shall mean a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result; sometimes referred to as the "B" Bottle.

Substance Abuse Professional (SAP) shall mean a licensed physician (Doctor of Medicine or Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, or a drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC); or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse (ICRC); for by the National Board of Certified Counselors Inc. and Affiliates/Masters Addictions Counselor (NBBC).

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

The written proposal must also contain the following information:

1. A description of the organization
2. Legal status
3. Length of time in business

4. Number of employees
5. Home office address and telephone number
6. Local office address and telephone number (if different from home office).
7. Name, business address and/or 800 telephone number of the person responsible for the day to day operations.
8. Name, business address and telephone number of the person responsible for this proposal.
9. Any outstanding litigation that would threaten the viability of the firm.
10. Proof of any required licensing or certification.
11. Certification of liability protection insurance coverage for libel, contract liability, errors and omissions, and litigation involving drug and alcohol testing.
12. Provide the following information about six (6) organizations currently under contract with the bidder:
 - Name
 - Complete business address
 - Telephone number
 - Name of contact person for each organization
 - How long have these services been provided to these organizations?
13. Detail the experience and credentials of the person in your organization who will be responsible for the day to day operations and oversight of this project.
14. Describe the availability of client services and the company's philosophy of customer service and response time.
15. Describe billing methods and include a sample invoice for informational purposes.
16. Indicate the time required to initiate service after a contract is awarded.

RESTRICTIONS ON COMMUNICATIONS WITH HCBE member or HCDE Employee

Bidders shall not communicate with any employee concerning this RFP except for HCDE's contact person(s). The HCDE/HCBE reserves the right to reject a bidder's proposal for any violation of this provision.

COST OF PROPOSAL PREPARATION

No portion of any cost related to the development and submission of a proposal will be chargeable to HCDE/HCBE.

INDEPENDENT PRICE DETERMINATION

A bidder shall not collude, consult, communicate, or agree with any other bidder on any matter relative to the preparation of this RFP.

PROHIBITION OF GRATUITIES

By submission of a proposal, the bidder certifies that no elected or appointed official or employee of the Board of Education will benefit financially or materially from this procurement. Any contract awarded may be terminated by the Board if gratuities of any kind have been offered to, or received from, any agent or employee of the bidder.

AMENDMENTS OF THIS REQUEST FOR PROPOSALS

HCDE/HCBE reserves the right to amend this Request for Proposals at any time prior to the closing for receipt of proposals.

ORGANIZATION AND SUBMISSION OF PROPOSALS

Proposals shall be submitted in two (2) packages: a technical proposal and a cost proposal. Proposals must be received in the Purchasing Department prior to the time and date of the bid opening. Any proposal received after this date and time will be rejected. The outside cover of this package containing original and one (1) copy of the technical proposal shall be marked:

- Technical Proposal
- (name of proposer)
- RFP (insert RFP File 21-23)

Each transmittal letter meeting the specifications outlined in this Request for Proposal must accompany a bidder's technical proposal.

The outside cover of this package containing original and one (1) copy of the cost proposal shall be marked:

- Cost Proposal
- (name of proposer)
- RFP (insert RFP File 21-23)

SUBMISSION OF ALTERNATE PROPOSALS

A bidder, its subsidiaries, affiliates, or related entities shall be limited to one proposal. Submission of more than one proposal will result in the rejection of all proposals submitted by the proposer.

A bidder may not propose to serve as the prime bidder in one proposal and as a sub-contractor in a different proposal.

AMENDMENTS TO A PROPOSAL

Amendments, revisions, or alterations to proposals will not be accepted after the submission date expires.

ACCEPTANCE OF PROPOSALS

The Board reserves the right to waive minor irregularities in proposals. A minor irregularity is a variation from the Request for Proposals which does not affect the price of the proposal, or give one bidder an advantage or benefit not enjoyed by other bidders, or adversely impact the interest of the Board. Waivers, when granted, shall in no way modify the Request for Proposals specifications.

PUBLIC OPENING OF PROPOSALS

Each proposal will be dated and logged by the Purchasing Department as received. Each will also be examined to verify that it is properly addressed and sealed. Any proposal received after the specified date and time of proposal closing will be rejected.

REJECTION OF PROPOSALS

Proposals which do not conform to the requirements of this Request for Proposals may be rejected by the Hamilton County Department of Education and/or Hamilton County Board of Education.

CORRECTION OF PROPOSAL ERRORS

If the Hamilton County Department of Education determines that a bidder's proposal contains a minor typographical error, Hamilton County Department of Education will notify the bidder of the error and will provide the bidder with an opportunity to correct the error. Required information, omitted, will not be accepted under this correction provision.

The Request for Proposals shall prevail in the event of conflict between the language of a proposal and the language of the Request for Proposals.

DISPOSITION OF PROPOSALS

All proposals become the property of the Hamilton County Department of Education and will be a matter of public record.

PROPOSAL EVALUATION

An evaluation committee with experience and knowledge in program areas and service requirements will determine which proposals meet the criteria set forth in this RFP.

The evaluation committee will then select the successful bidder on the basis of proposal price and other criteria set forth in this Request for Proposals. The recommendation of award will be sent to the Hamilton County Board of Education for approval at the next scheduled Board meeting. The Board reserves the right to reject any and all proposals.

CONTRACT TERMS

The contract agreement between the awarded vendor and the Hamilton County Department of Education shall comply with the requirements of Tennessee Law. The contract and any future amendments are subject to the disclosure requirement of Tennessee Law.

CONTRACT APPROVAL AND AWARD

Hamilton County Department of Education/ Hamilton County Board of Education will forward a contract, in accordance with all requirements of Tennessee Law to the successful vendor for execution.

PROPOSAL PREPARATION

The proposal submitted by a bidder must be organized according to the following specifications:

- The proposal shall be typed single-spaced and have separate parts and each
- clearly labeled. The information to be contained in each part is described in the following sections.
- The absence of information or the organization of information in a manner
- inconsistent with the requirements of this RFP may result in the rejection of this proposal.
- Requests for extension of the opening date will not be granted.

TRANSMITTAL LETTER

The proposal shall be accompanied by a transmittal letter in the form of a standard business letter, signed by an individual authorized to legally bind the bidder. The letter of transmittal shall include:

- A statement that the bidder is a corporation or other legal entity.
- A statement certifying that the bidder and any proposed subcontractors are
- authorized to conduct business in Tennessee in accordance with the provisions of Tennessee Law.
- The bidder's corporate charter number.
- A statement identifying the bidder's federal tax identification number. (W9/Vendor Information Form & Substitute IRS Form W9 attached).
- A statement certifying that the services proposed by the bidder will meet
- all provisions of this Request for Proposals.

- A statement certifying that the fees proposed by the bidder have been arrived at independently, without consultation, communication, or agreement as to any matter relating to such fees with any other bidder responding to this Request for Proposal (Non-Collusion Affidavit).
- A statement certifying that the person signing the proposal is authorized
- to represent the bidder and bind the bidder relative to all matters
- contained in the bidder's proposal.
- A statement certifying that the bidder will comply with all provisions of
- Tennessee Law.

TECHNICAL PROPOSAL

The Technical Proposal shall provide a description of the proposed tests and related materials the bidder intends to offer to meet the requirements of the RFP.

COST PROPOSAL

The Cost Proposal shall be packaged separately from the Technical Proposal and include all requirements of this RFP as well as any cost options. The bidder is responsible for the accuracy of the pricing information provided in the proposal.

This RFP is being bid on a unit cost basis, rather than a variable cost basis.

The RFP is to be submitted on an "ALL OR NONE" basis.

PROPOSAL EVALUATION PROCESS

GENERAL INFORMATION

An evaluation committee will determine which proposals meet the requirements and criteria set forth in this Request for Proposals. Any proposal that is incomplete or contains significant inconsistencies or inaccuracies will be rejected.

The evaluation committee will select the successful bidder on the basis of proposal price and other criteria set forth in the Request for Proposals.

Hamilton County Department of Education/ Hamilton County Board of Education reserves the right to reject any and all proposals.

EVALUATION OF MANDATORY REQUIREMENTS

During the RFP evaluation, the evaluation committee will determine if a proposal is sufficiently responsive to the requirements of this Request for Proposals to permit a complete evaluation.

Was the proposal received by the due date?

Is this the only proposal submitted by the bidder?

Did the bidder submit a signed transmittal letter?

Does the transmittal letter contain a statement certifying that the person signing the proposal is authorized to represent the bidder and bind the bidder relative to all matters contained in the bidder's proposal?

Does the transmittal letter contain a statement certifying that the bidder has read, understands, and agrees to all provisions of this Request for Proposals?

Does the transmittal letter contain a statement certifying that the bidder has met the minimum corporate qualifications as specified in this RFP?

Does the transmittal letter contain a statement that the bidder is a corporation or other legal entity?

Does the statement identify all subcontractors that the bidder proposes to use?

Does the transmittal letter contain a statement certifying that the bidder and any proposed subcontractors are authorized to conduct business in Tennessee? Is this statement accompanied by the bidder's corporate charter number?

Does the transmittal letter contain a statement identifying the bidder's federal tax identification number?

Does the transmittal letter contain a statement certifying that no attempt has been made or will be made by the bidder to induce any other person or firm either to submit or not to submit a proposal in response to this Request for Proposals (Non-Collusion Affidavit)?

Does this transmittal letter contain a statement certifying that the services proposed by the bidder will meet all provisions of this Request for Proposals?

Does the transmittal letter contain a statement certifying that the prices proposed by the bidder have been arrived at independently, without consultation, communication, or agreement as to any matter relating to such prices with any other bidder responding to this Request for Proposals (Non-Collusion Affidavit)?

Does this transmittal letter contain a statement certifying that the bidder has not and will not communicate with any Hamilton County Department of Education staff concerning this Request for Proposals, except with the Hamilton County Department of Education's designated contact person identified in this Request for Proposals?

Does the transmittal letter contain a statement certifying that the bidder will comply with all applicable Tennessee statutes?

Does the proposal identify the number of staff assigned to meet the requirements of this proposal?

EVALUATION OF COST PROPOSAL

Hamilton County Department of Education/ Hamilton County Board of Education intends to accept the "lowest" and "best" bid submitted. The term "lowest" shall be interpreted to mean the lowest "all or none" total net bid price. The "best" bid shall be awarded on the basis of the bidder's experience, qualifications and reputation.

EVALUATION OF THE TECHNICAL PROPOSAL

Hamilton County Department of Education/ Hamilton County Board of Education will evaluate the extent to which the products and services offered by a bidder in its proposal and the procedures and methods for providing such services meet the requirements of this RFP.

ADDENDUM TO AGREEMENT

This addendum shall be considered part of and incorporated into the Agreement between the Hamilton County Department of Education, hereinafter referred to as "Department" and _____ Company (Company) dated _____.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee.
2. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

Superintendent
Hamilton County Department of Education

Authorized Representative

Company

Date

Date



Vendor Information Form

Please complete all of the following information, where applicable:

Tax ID # (FEIN or SSN): _____

Organization Type: () Corporation () Individual/Sole Proprietor () Non Profit*
 () LLC () Partnership/Limited Partnership

Tax Exempt

Name of Company/Firm (as shown on Federal Tax return): _____

Alternate name, if applicable (doing business as): _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Contact person: _____ Business Ph#: (____)____ - _____

Fax #: (____)____ - _____ E-mail address (for E-notifications): _____

Company / Firm's website address: _____

Payment address (if different from address above): _____

City: _____ State: _____ Zip+4: _____ - _____

Accept Purchasing Card (i.e. VISA): () Yes or () No Fee for using Purchasing Card? _____

Business E-mail address (for e-notifications): _____

Banking Info: Account #: _____

Routing and transit # (Via ACH): _____

Are you currently employed by HCDE? () Yes or () No

Requestor/Vendor's Signature: _____ Date requested/sent: _____

For Accounting Use Only:

____ New Vendor (A completed and signed W-9 form from the vendor (Required))

____ Vendor Change (Provide changes below, where applicable)

Vendor #: _____ Date received by Purchasing: _____

Authorized Signature: _____ Date completed: _____

www.hcde.org | 423.498.7030 | Email: doe_purchasing@hcde.org | 3074 Hickory Valley Rd., Chattanooga, TN 37421

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
	- -
or	
Employer identification number	
	- -

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.