



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

July 8, 2020

Bid File 21-09

INVITATION TO BID

Contract for Alternative Transportation Services

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, Bid File Number and the time and date of opening. Bidders must submit one original and one (1) copy in sealed envelope. All bids will be opened publicly. Bid documents may be secured from the Purchasing Department at the above address or on website @ www.hcde.org via vendorregistry.com.

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 July 28, 2020 at 3:30 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
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Sealed bids, addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, Attention: Denise Ellison, will be opened at 3:30 pm on July 28, 2020.

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 Department of Education, will be referenced as "HCS".

1. **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. Bidders must provide one (1) original and one (1) copy in one sealed envelope.
2. **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.
3. **Bid amendment:** If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
4. **Bid delivery:** HCS requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Procurement Department shall be the official record of the time. HCS is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.

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

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

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

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.

9. **Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples to be submitted by the bidder upon request.
10. **Negotiation** – Hamilton County Department of Education may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each 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.

11. **Clarification of Bid Document** - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.
12. **Awarding of Contracts** - Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of HCS. HCS reserves the right: (1) to award bids received on the basis of individual services, or on the entire list of services; (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.
13. **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.
14. **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.
15. **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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.

25. **QUANTITIES-** HCS does not guarantee any quantities of items/services to be purchased. We will buy these items/services on an as-needed basis.

26. **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. **CODE OF ETHICS**: All suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
6. **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.
7. **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.
8. **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.

9. **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.
10. **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.*
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **PAYMENT TERMS**: HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.

21. **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.
22. **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.

23. **TAXES:** HCS is a tax-exempt organization. Sales, use or federal excise taxes should not be included in your bid.
24. **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.
25. **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.
26. **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.
27. **TERMS AND CONDITIONS:** In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
28. **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.
29. **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

This non-collusion affidavit is material to any contract awarded pursuant to this bid.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 Firm)

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

I state that:

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

(Name of my Firm)

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

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

(Signature and Company Position)

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

NOTARY PUBLIC
My Commission Expires:

Drug-Free Workplace Affidavit Requirements

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

AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by vendor/contractor with 5 or more employees)

I, _____, president or other principal
Officer of _____, swear or affirm that the
(Name of Company)

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

President or Principal Officer

For: _____

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by _____,
President or principal officer of _____,
on this _____ day of _____, 20 _____.

NOTARY PUBLIC

My Commission Expires: _____

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

Company Name

Certification of Compliance with Tennessee Public Chapter # 587

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

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

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

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

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

ALTERNATIVE TRANSPORTATION SERVICES
CONTRACT CERTIFICATION

The Contractor of transportation services, whether the Bidder or Vendor, (hereinafter "Contractor") understands and agrees that as an express condition of providing transportation services to the Hamilton County Department of Education, the Contractor and drivers meet all acceptable criteria as defined by the Department of Education. In particular, in addition to such other rules and regulations as the Contractor may have governing the terms and conditions of the employment of its various drivers, the Contractor additionally agrees as follows:

1. **Contractor Services** HCS may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and HCS agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."
2. **Vehicles** As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students
3. **Criminal Background Check.** In as much as the drivers who will be providing transportation services to the Hamilton County Department of Education will necessarily be in close proximity to schoolchildren, the Contractor agrees to conduct criminal background checks on each driver it provides. The Contractor acknowledges that its covenant to investigate the background of drivers is a condition precedent to the Department of Education's willingness to utilize the Contractor's services.
4. **Drug-Free Employees.** The Contractor agrees to implement a drug-free workplace program and to test drivers it provides in accordance with the rules and regulations of the Federal Department of Transportation. The Contractor understands and agrees that its covenant to test drivers it provides for illegal drug usage is a condition precedent to the Department of Education's willingness to utilize the Contractor's services.
5. **Code of Conduct.** The Contractor agrees to adopt, implement and enforce a code of conduct for its drivers' services that conform to the Hamilton County Department of Education's expectations to include, but are not limited to, punctuality, responsibility, dress, grooming, courtesy, and decorum around students and staff.

6. **Indemnity Agreement.** The Contractor agrees to protect, hold harmless and defend the Hamilton County Department of Education and Hamilton County Board of Education against any and all allegations of wrong-doing by any of the drivers provided to the Hamilton County Department of Education by Contractor, but not specifically limited to, the Contractor's failure to conduct criminal background checks and/or its failure to comply with the Federal Department of Transportation's standards governing drug testing. The Contractor additionally agrees to indemnify the Hamilton County Department of Education and Hamilton County Board of Education and to hold it harmless against any and all claims, injuries or losses arising out of or related to the negligence of the drivers supplied by Contractor.
7. **Term.** The initial term of this Agreement shall commence on August 12, 2020 and end on June 30, 2023. In addition, in the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure to the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.
8. **Fees for Service.** Contractor shall be paid the agreed sum based on fees outlined in the RATES FOR ALTERNATIVE TRANSPORTATIONS SOLUTIONS ATTACHMENT, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the HCS for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after HCS's receipt of Contractor's invoice for the provision of the Services for the relevant week. Any payment not received by Contractor within said thirty (30) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the Invoice until payment is actually received by Contractor.
9. **Contractor Personnel and Independent Contractor Drivers.** As part of Its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may contract with Independent contractor drivers who will provide actual transportation services for the HCS, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the HCS that it will contract with independent contractor drivers that have obtained the necessary training and are properly licensed to perform the Services.
10. **Background Checks.** Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or independent contractor driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

- 11. Drug and Alcohol Testing.** Contractor only contracts with transportation Contractors who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.
- 12. Independent contractor** In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an Independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state Income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any Interest, penalties or other sums due thereon and shall Indemnify, and hold the District, Its Board Members, Officers, employees and agents free and harmless therefrom.

HAMILTON COUNTY DEPARTMENT OF EDUCATION

MINIMUM ACCEPTABLE CRITERIA:

All bidders, vendors providing vans/vehicles and/or drivers must meet the following minimum criteria, as appropriate, in order to be authorized to transport Hamilton County Department of Education students:

Bidders and vendors will not provide the Hamilton County Department of Education, or any of its schools, with any driver:

- Will not provide driver without valid driver license;
- Who has been convicted of driving a motor vehicle under the influence of alcohol with a blood alcohol concentration of .08 or greater within the last ten years;
- Who has been convicted of leaving the scene of an accident while operating either a commercial motor vehicle or a non-commercial motor vehicle within the last ten years;
- Who has been convicted of operating a commercial motor vehicle or non-commercial motor vehicle during the commission of a felony, including a controlled substance felony;
- Who has been convicted of committing two or more serious moving violations within the past ten years involving a commercial or non-commercial motor vehicle. Serious traffic violations are defined as:
 1. Excessive speeding involving any single offense for any speed of fifteen miles per hour or more above the posted limit;
 2. Reckless driving, as defined by state or local law or regulation, including but not limited to offenses of driving a commercial motor vehicle in willful or wanton disregard for the safety of persons or property;
 3. Improper or erratic traffic lane changes;
 4. Following the vehicle ahead too closely; or
 5. A violation arising in connection with a fatal accident, of state or local law relating to a motor vehicle traffic control (other than a parking violation).
 6. use of a hand held mobile telephone while driving
 7. Texting while driving.
- Who is listed in the Sexual Offender Data Base of any state.

HAMILTON COUNTY DEPARTMENT OF EDUCATION

COMPLIANCE

Bidder and vendor(s) shall provide the following written annual certifications upon request:

- The company is properly licensed by the Tennessee Department of Transportation to transport personnel;
- All drivers, whether employed or leased, possess a valid driver's license and have not violated any of the criteria outlined above;
- Any driver who does not meet these minimum criteria will not be permitted to transport Hamilton County Department of Education students; and,
- Any driver whose driver's license is suspended and/or revoked will immediately be reclassified as an ineligible driver for the Hamilton County Department of Education and any of its schools.
- Driver has no history of habitual or serious traffic violations on his/her driving record

SUSPENSIONS/LOSS OF LICENSE

Any vendor or Bidder or Provider whose business license or license issued by the Tennessee Department of Transportation is suspended and/or revoked shall immediately notify the Hamilton County Department of Education of the suspension/revocation and shall not transport students until such suspension/revocation is removed and the Hamilton County Board of Education approves vendor to transport students for the Hamilton County Department of Education. Vendor, Bidder or Provider shall immediately notify the Hamilton County Department of Education of any and all drivers, employed or hired, whose license is suspended/revoked and driver shall not be permitted to transport Hamilton County Department of Education students until such suspension/revocation is removed and driver is approved by the Hamilton County Board of Education to transport students.

HAMILTON COUNTY DEPARTMENT OF EDUCATION

RATES FOR ALTERNATE TRANSPORTATION SERVICES

Students to be picked up and returned to individual schools or origin to accommodate Federally-mandated transport of ESL/ESOL/ELL, McKinney-Vento homeless students, and ESSA foster care students.

Please submit your rates for transporting during the **2020-2021, 2021-2022, and 2022-2023** school years.

All bids must be completed as outlined below. **If your rate schedule is not applicable to the following bid form, you may attach schedule/rates to bid. Please include name and your signature on your schedule/rate document.**

Bidder _____

Company Name _____

School Years	20-21	21-22	22-23
Trip Items	Trip Fees		
Trip Fee (Including first 15 miles)			
Per Mile Fee (after the first 15 miles)			
Additional	Fees		
Wheelchair Fee (per student)			
Carseat (per student)			
Wait Time Fee (per hour, billed in 15 min increments)			
Monitor Fee (per hour, 2-hour minimum)			
No Show or Late Cancellation			
(Charges not listed)			

How many Students are included in the trip fee? _____

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board. Examples include:

- Home to School:
 - Student 1: Pick-up, Student 2: Pick-up
 - Both Student 1 & 2 dropped off at a School A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at School A
 - Student 2 dropped off at School B
- School to Home
 - Student 1: Pick-up, Student 2: Pick-up
 - Both Student 1 & 2 dropped off at a Home A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at Home A
 - Student 2 dropped off at Home B

The total number of trips a district will be charged is based on adding together each one-way trip. The district will only be charged from miles incurred while a student or Monitor is onboard the vehicle. When no student or monitor is onboard the vehicle, no mileage charges will be incurred

Additional Fees: Additional fees are only incurred per the request of the district to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle

- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest

- **Wait Time Fee:** Only Incurred when authorized by the district to wait for a student. Billed on an hourly basis in 15 minute increments.

- **Monitor Fee:** Only Incurred when the district requests that the Contractor provide a student Monitor for the trip. School districts usually provide the student's Monitor. When the district provides the Monitor, they are not charged a "Monitor **Fee.**" The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their **pick-up** location) Is considered part of the overall route **mileage** and will be billed accordingly.

1. Mileage Charges

Mileage charges are based on driving distance calculations from a third-party provider (**e.g.** Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

2. Fuel Surcharge

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of East Coast

Regular Gasoline Prices* (dollars per gallon)" on the following website:

https://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_w.htm

3. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a student to be transported, that student may be individually transported until routes are optimized.

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Insurance:

Bidders must provide proof of liability insurance with bid.

Minimum insurance requirements are as follows:

Workman's Compensation Insurance as required by applicable laws of the State of Tennessee

Commercial General Liability: Primary Coverage \$1,000,000 per occurrence

General Aggregate \$3,000,000

Automobile Liability \$1,000,000 per occurrence (unless higher amount is required by DOT).

Successful Bidder must add the Hamilton County Department of Education as an additional named insured and loss payee by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement # for each additional named insured.

Bidders who fail to meet the minimum requirements will not be considered.

Only carriers that have been approved by the Hamilton County Board of Education may be used for alternative transportation services. The list of carriers submitted to the Board for approval is compiled from the bids submitted on this bid form.

No passenger vans with capacity higher than 10 passengers are allowed to be used to transport students.

PAYMENTS WILL BE MADE PAYABLE TO THE VENDOR'S BUSINESS NAME ONLY. PAYMENTS WILL NOT BE MADE PAYABLE TO INDIVIDUAL DRIVERS. BID FORM(S), NON-COLLUSION AFFIDAVIT, DRUG FREE AFFIDAVIT, CERTIFICATION OF COMPLIANCE WITH TN PUBLIC CHAPTER 587, AND CERTIFICATE OF INSURANCE MUST BE EXECUTED IN THE VENDOR'S BUSINESS NAME ONLY.

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: _____

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.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
<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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Trust/estate		
<input type="checkbox"/> Other (see instructions) ▶ _____		Exempt payee code (if any) _____	
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 ▶

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.