

RFP NUMBER: 0028
BID TITLE: TRANSPORTATION SERVICES
BID ENVELOPE/PACKAGE CONTAINING BID:

Proposals MUST be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of your entire bid. Late proposals, e-mailed proposals and faxed proposals will not be considered nor returned. Union County will not be responsible for any lost or misdirected mail.

**UNION COUNTY FINANCE
DEPARTMENT
300 MAIN STREET
MAYNARDVILLE, TN 37807
purchasing@unioncountyttn.org
(865) 658-3400 Phone
(865) 329-7428 Fax**

REQUEST FOR PROPOSAL NOTICE

Union County Board of Education is currently accepting sealed proposals for District wide transportation services. Bid packet of detailed specifications and /or requirements may be obtained by email to purchasing@unioncountyttn.org or found on the Finance website at <http://www.unioncountyttn.com/board.php?page=countyfinance>.

Sealed proposals must be submitted to Union County Finance Office, 300 Main Street, Maynardville, TN 37807 ATTN: Bid 0028-BUS RFP. Proposals will be accepted until 4:00 p.m. April 19, 2016 at the Finance Office location. Proposals will be opened at 6:00p.m., at the Union County High School Commons Area. Union County reserves the right to reject any and all proposals.



REQUEST FOR PROPOSAL (Formal)

Date Issued 03/30/2016



Proposals will be received until 4:00 p.m., April 19, 2016

Sealed proposals subject to the **General Terms and Conditions** of this Formal Invitation and any other data attached or incorporated by reference. Proposals will be received in the Union County Finance Office until the date and time specified above and at that time publicly opened and read aloud. The Bid envelope must show the Bid Number, Name, and Opening Date

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

THERE WILL BE A PRE-BID MEETING CONDUCTED ON
Wednesday, April 13, 2016 at 8:30 a.m. at the Union County High School Library located at
150 Main Street, Maynardville, TN 37807

THIS MEETING IS NOT MANDATORY; HOWEVER, IT IS HIGHLY RECOMMENDED.

PURPOSE/OBJECTIVE

The Union County School System is issuing this request for proposal to initiate the process of purchasing safe, reliable, and timely student transportation services for district bus routes for the school system. Successful vendor will lock proposal prices at signing of contract. Student safety is paramount to the purpose and objective of the request for proposal.

INQUIRIES

Questions must be submitted via email purchasing@unioncountyttn.org and responses will be made available through a question/answer document that will be emailed as an addendum up to 48 hours in advance of the bid/proposals due date and time. It is the bidders responsibility to check for addendum.

METHOD OF SOURCE

Awards, if made, will be made to the responsible vendor(s) whose proposal is most advantageous to Union County Schools, taking into consideration price as well as other factors set forth in this proposal. Union County Schools reserves the right to select multiple vendors.

CONTRACTOR RESPONSIBILITIES

The vendor shall be responsible for all licenses, fees, permits, insurance and background compliance information required for performance of the contract resulting from this Request for Proposal. All work to be performed under this contract shall be provided at times convenient to Union County Schools.

SIGNING OF PROPOSALS

In order to be considered all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the proposer acknowledges and accepts the terms and conditions stated in the document.

TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972

“Nondiscrimination on Federally Assisted Programs” – “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, to be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C section 2000 et seq. It is the policy of Union County Schools that all its services and activities be administered in conformance with the requirements of Title VI and Title IX of the Educational Amendment of 1972.

NON DISCRIMINATION AND NON-CONFLICT OF INTEREST STATEMENT

Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin 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 employment. Contractor 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.

Contractor shall have no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services.

ALTERATIONS OR AMENDMENTS

No alterations, amendments, changes, modifications, or additions to the Contract shall be binding on Union County Schools without the prior written approval of the Union County Board of Education.

APPROPRIATION

In the event no funds are appropriated by Union County for the services in any fiscal year or insufficient funds exist to purchase services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

ASSIGNMENT

Contractor 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 specific consent of Union County Schools Director of Schools, as specified in Union County Board of Education Policy Manual Section 3.405.

COMPLIANCE WITH ALL LAWS

Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. Contractor must comply with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor shall not engage in any illegal employment practices.

CRIMINAL HISTORY CHECK

Contractor agrees to comply with Tennessee Code Annotated Section 49-5-413; accordingly, Contractor will provide fingerprinting and criminal history records checks, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for all employees and subcontractor personnel who will drive buses, and/or enter the grounds/premises of any of the schools in performance of the Services in this Contract before permitting the employee or subcontractor personnel to have contact with students or enter school grounds when students are present.

INDEPENDENT CONTRACTOR

Contractor shall acknowledge that it and its employees serve as independent contractors and that Union County Schools shall not be responsible for payment, insurance, or incurred liability.

RIGHT TO INSPECT

Union County Schools reserves the right to make periodic inspections of the manner and means the service is performed.

CONTRACT EXECUTION

The award of this proposal will result in a Contract between Union County Schools and the successful Contractor. The successful Contractor may be required to be present at Union County Board of Education meetings to answer questions relating to the service to be performed. The terms of the Contract are attached hereto and made a part hereof. The successful vendor shall not take exception to any of the terms of the Contract.

DRIVER SUSPENSION

Driver suspension will occur when a driver has allegedly been involved in an accident, civil or criminal charges, sexual harassment, traffic citations, moving violations, or failure to meet obligations or performance standards as defined and set forth in the Contract, or when reasonable suspicion of unsafe or unprofessional conduct has arisen. Reinstatement will be at the discretion of the Director of Schools. In some cases, reinstatement will not be possible.

INSTRUCTIONS FOR PROPOSAL

COMPLIANCE WITH THE RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification

PROPOSAL SUBMISSION

Vendors must submit the following:

- Submit one original and one complete copy of the Vendor Proposal forms provided
- Include Insurance and Background Compliance
- Signed Affidavit of Compliance

Vendors not returning completed forms may not be accepted or evaluated.

EVALUATION OF PROPOSALS (PROCEDURE)

Union County Schools will first examine proposals to eliminate those which are clearly non-responsive to the stated requirements. Therefore, Vendors should exercise particular care in reviewing the Proposal Format required for this RFP.

Union County Schools reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by Union County Schools or a submission of a proposal to Union County Schools bestows no rights upon the Vendor nor obligates Union County Schools in any manner.

Union County Schools reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Union County Schools. Any such waiver shall neither modify any remaining RFP requirements nor excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded the Contract.

REJECTION OF PROPOSALS

Union County Schools reserves the right to accept or reject in whole or in part any or all proposals submitted. Union County Schools shall reject the proposal of any Vendor that is determined to be non-responsive. The unreasonable failure of a Vendor to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility. Union County Schools reserves the right to reject all proposals.

ACCEPTANCE OF PROPOSALS

Union County Schools shall accept all proposals that are submitted properly. However, Union County Schools reserves the right to request clarifications or corrections to proposals.

PROPOSAL EVALUATION AND POINTS

Proposals will be evaluated by at least five (5) employees of Union County. Documents may also be examined by other agencies and consultants of the Government.

PROPOSAL FORMAT

This solicitation is in the request for proposal format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful as well as unsuccessful notification will be given.

All acceptable proposals will be evaluated and ranked (from highest score to lowest score). The top ranked Vendor or Vendors may be eligible to enter into a contract with Union County Schools. The factors to be considered in the evaluation are listed below. ALL Vendors must submit their response to each of the following:

- 1) **Vendor Buses and Maintenance Facilities** 20 points
 - Vendors must provide valid proof of successful state bus inspection
 - Vendor must provide a vehicle with functional camera and two way radio available for inspection
 - Vendors must provide information on available resources, including description of vehicles, insurance
 - Vendor must provide information regarding maintenance facilities and available for inspection

- 2) **Vendor Prior Experience** 30 points
 - Has the Vendor provided satisfactory previous service to Union County Schools?
 - Responsiveness
 - Response to Email, phone calls, etc
 - Response time to District Request for service changes and/or corrective action
 - Timely responsiveness to route obligations, for example: mechanical failures, driver shortages

- 3) **Vendor Communications Plan** 20 points

Vendor must submit a document explaining their plan for daily and/or emergency communications with Union County Schools. Included in document is a plan outlining a 30 minute or less response time to Union County Schools in the event of early dismissal, emergency, inclement weather, etc. Also included in document is a communication plan for spare buses and non-route buses (extracurricular buses).

- 4) **Proposed Cost** 30 points

Union County Schools expects to contract for these services for up to four (4) years of service, including all costs of transportation. Cost information will be evaluated from the pricing proposal submitted.

 - 20-30 points for lowest price
 - 10-19 points for mid-range price
 - 0-9 points for highest price

Package Summary returned to Union County Finance Office

Vendor Buses and Maintenance Facilities – 20 points

Documents required:

Documents for equipment (VIN, Bus description, State Inspection Report)

Proof of active insurance or declaration of insurance prior to execution of contract

Description of Maintenance Facilities

Vendor Experience/Ability - 30 points

Documents required:

Give examples of how you have responded to driver shortages and/or mechanical failure

Communication Plan -20 points

Documents required:

Written outline of communication plan

Proposed Cost -30 points

Documents required:

Vendor Proposal Forms

Background Results for contractor employees

State Bus Inspection

Insurance Verification

Maintenance Facility Description and Address

Signed Assurance Sheet

VENDOR PROPOSAL VENDOR NAME _____
RFP NUMBER: 0028 BID TITLE: TRANSPORTATION SERVICES

VENDOR BUSES AND MAINTENACE FACILITIES -MAXIMUM POINTS----- 20

Vendors may submit a proposal on individual routes or multiple routes up to a maximum of 6 routes per vendor.

SCHOOL BUS

Inservice Date/ Mileage	Date:	Miles:	
CHASSIS/BODY			
VIN			
RATED CAPACITY OF BUS			
Installed radio and camera	YES	NO	
Attach state bus inspection			
Attach insurance verification			
Attach description of facility and address for inspection			

SCHOOL BUS

Inservice Date/ Mileage	Date:	Miles:	
CHASSIS/BODY			
VIN			
RATED CAPACITY OF BUS			
Installed radio and camera	YES	NO	
Attach state bus inspection			
Attach insurance verification			
Attach description of facility and address for inspection			

SCHOOL BUS

Inservice Date/ Mileage	Date:	Miles:	
CHASSIS/BODY			
VIN			
RATED CAPACITY OF BUS			
Installed radio and camera	YES	NO	
Attach state bus inspection			
Attach insurance verification			
Attach description of facility and address for inspection			

SCHOOL BUS

Inservice Date/ Mileage	Date:	Miles:	
CHASSIS/BODY			
VIN			
RATED CAPACITY OF BUS			
Installed radio and camera	YES	NO	
Attach state bus inspection			
Attach insurance verification			
Attach description of facility and address for inspection			

SCHOOL BUS

Inservice Date/ Mileage	Date:	Miles:	
CHASSIS/BODY			
VIN			
RATED CAPACITY OF BUS			
Installed radio and camera	YES	NO	
Attach state bus inspection			
Attach insurance verification			
Attach description of facility and address for inspection			

SCHOOL BUS

Inservice Date/ Mileage	Date:	Miles:	
CHASSIS/BODY			
VIN			
RATED CAPACITY OF BUS			
Installed radio and camera	YES	NO	
Attach state bus inspection			
Attach insurance verification			
Attach description of facility and address for inspection			

VENDOR PROPOSAL VENDOR NAME _____
RFP NUMBER: 0028 BID TITLE: TRANSPORTATION SERVICES

PROPOSED COST-MAXIMUM POINTS---30

Miles for routes are calculated from the first student pickup to last school served.

Vendors may submit a proposal on individual routes or multiple routes up to a maximum of 6 routes per vendor.

Maximum number of routes vendor proposes to provide _____

Zone 1	Servicing Luttrell Elementary School		
Capacity	66 passenger	Daily Rate for less than 60 miles	_____
Capacity	66 passenger	Daily Rate for more than 60 miles and less than 80	_____
Number of buses being proposed in this zone			

Zone 2	Servicing Paulette Elementary School		
Capacity	66 passenger	Daily Rate for less than 60 miles	_____
Capacity	66 passenger	Daily Rate for more than 60 miles and less than 80	_____
Number of buses being proposed in this zone			

Zone 3	Servicing Big Ridge Elementary School		
Capacity	66 passenger	Daily Rate for less than 60 miles	_____
Capacity	66 passenger	Daily Rate for more than 60 miles and less than 80	_____
Number of buses being proposed in this zone			

Zone 4	Servicing Sharps Chapel Elementary School		
Capacity	66 passenger	Daily Rate for less than 60 miles	_____
Capacity	66 passenger	Daily Rate for more than 60 miles and less than 80	_____
Number of buses being proposed in this zone			

Zone 5	Servicing Maynardville Elementary School		
Capacity	66 passenger	Daily Rate for less than 60 miles	_____
Capacity	66 passenger	Daily Rate for more than 60 miles and less than 80	_____
Number of buses being proposed in this zone			
Number of buses being proposed in this zone			

Zone 6	Servicing County Wide Special Needs		
Capacity	Minimum 20 plus 1	Daily Rate for less than 60 miles	_____
Capacity	Minimum 20 plus 1	Daily Rate for more than 60 miles and less than 100	_____
Number of buses being proposed			

VENDOR PRIOR EXPERIENCE-MAXIMUM POINTS----30

Provide examples of how your organizations has handled driver shortages, equipment failures or other emergency situations in your previous service to Union County

(add additional pages if required)

VENDOR COMMUNICATION PLAN-MAXIMUM POINTS----20

Describe your plan for daily and/or emergency communications with Union County Schools. Include a plan outlining a **30 minute or less response** time to Union County Schools in the event of early dismissal, emergency, inclement weather, etc.for regular routes and extracurricular activities. Specifially address the points listed below.

Geographic location of emergency responders

Geographic location of emergency equipment

Method of Communication in case of emergency

Method of Communication for extracurricular activities outside of Union County

(add additional pages if required)

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 PROTEST: Any vendor wishing to protest the award shall notify in writing the Union County Purchasing Agent. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the award. Protests must be in writing and envelopes/package containing protest must be clearly marked with Request for proposal number and words "Request for Proposal Protest". The Purchasing Agent, in conjunction with the Purchasing Commission, and with the advice and counsel of the County Attorney, shall review and make a final decision as to any proposal protest. Appeals shall be filed in the Circuit or Chancery Courts of Union County within sixty (60) days of the final decision.

1.2 PROOF OF FINANCIAL AND BUSINESS

CAPABILITY: Request for Proposals must, upon the request of Union County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Union County will make the final determination as to the proposal's ability.

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

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

1.5 BID CLOCK: The bid/time clock in the Union County Purchasing office will be the time of record.

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

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

1.8 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Union County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Union County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction. Questions must be submitted to purchasing@unioncountyttn.org, and responses will be made to all vendors.

1.9 DUPLICATE COPIES: Union County requires that all vendors submit one original and one exact copy of their proposals, including brochures.

Request for Proposal Title: School Bus Contractor Routes

SECTIONS: 2, 3 AND 4 OF THIS FORM ARE TO BE SUBMITTED/RETURNED WITH YOUR REQUEST FOR PROPOSAL AND ARE PART OF THE CONTRACT DOCUMENTATION.

SECTION 2. REQUEST FOR PROPOSAL INFORMATION

2.1 I acknowledge the receipt of:
(Please write "Yes" if you received)
Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____

2.2 Payment terms _____.

2.3 Proposal Pricing will remain stable _____ days
from bid opening.

2.4 **Cooperative Purchasing Agreement:** Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations.

Please indicate approval of the Cooperative Purchasing Agreement. _____ Yes _____ No

The undersigned agrees if this Request for Proposal is accepted, to furnish any and all of the License Information listed below at the request of Union County, if required by Law. Please indicate if your company has the following.

Union County Business License _____ (Yes or No)

Business License in State of Tennessee _____ (Yes or No)

If so, Which County _____

SECTION 3. VENDOR INFORMATION

Vendor Name

Vendor Address

City

State _____ Zip _____

Telephone Number

Fax Number

Contact Person (*Please Print*)

E-Mail Address

Taxpayer Identification Number: Social Security, Employer Identification Number:

Authorizing Signature

(Please sign original in blue ink)

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid

SCHOOL BUS TRANSPORTATION

SECTION 4. INSURANCE REQUIREMENT CHECKLIST

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

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

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

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

Bidders Statement and Certification

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

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date

BACKGROUND CHECK COMPLIANCE FORM**UNION COUNTY GOVERNMENT**

UNION COUNTY FINANCE
300 MAIN STREET
MAYNARDVILLE, TN 37807
457-6252 (Fax)

BID NUMBER 0028**CONTRACT NUMBER**

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

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

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

Contact Norma Jones at Union County Board of Education (865)995-5466 ext 118

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

()

Contractor License Number (If Applicable)

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

Signature _____ **Title** _____

Printed Name: _____ **Date** _____

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes _____

ATTACHMENT I
AFFIDAVIT OF COMPLIANCE
WITH TENNESSEE CRIMINAL HISTORY RECORDS CHECK
TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, president or other principal Officer of
_____, swear or affirm that the

Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, 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 Tennessee Code Annotated, § 49-5-413.

President or Principal Officer For:

Name of Company

STATE OF TENNESSEE }

COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 2 _____.

Notary Public My Commission

My Commission expires: _____

ASSURANCES

TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972

“Nondiscrimination on Federally Assisted Programs” – “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, to be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C section 2000 et seq. It is the policy of Union County Schools that all its services and activities be administered in conformance with the requirements of Title VI and Title IX of the Educational Amendment of 1972.

NON DISCRIMINATION AND NON-CONFLICT OF INTEREST STATEMENT

Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin 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 employment. Contractor 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. Contractor must comply with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor shall not engage in any illegal employment practices.

Contractor shall have no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services.

CRIMINAL HISTORY CHECK

Contractor agrees to comply with Tennessee Code Annotated Section 49-5-413; accordingly, Contractor will provide fingerprinting and criminal history records checks, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for all employees and subcontractor personnel that will enter the grounds/premises of any of the schools in performance of the Services in this Contract before permitting the employee or subcontractor personnel to drive the bus, have contact with students or enter school grounds when students are present.

I have read and understand the above assurances and will comply with all applicable local, state, and federal laws and requirements.

Signature

Date

**AGREEMENT FOR
STUDENT TRANSPORTATION
SERVICES**

By and Between

THE UNION COUNTY BOARD OF EDUCATION

and

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7.4	<u>Rights not Obligations</u>
7.5	<u>Running of Statutes - Periods of Limitation</u>
7.6	<u>Forum for Dispute Resolution</u>
7.7	<u>Partial Invalidity</u>
7.8	<u>Third Party Beneficiaries</u>

7.9	<u>Assignment</u>
7.10	<u>Assistance with Legal Requirements, Compliance</u> <u>with the Law</u>
7.11	<u>Arms Length Agreement</u>
7.12	<u>Written Notice to the Board</u>
7.13	<u>Written Notice to the Contractor</u>
7.14	<u>Governing Law</u>

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES
WITH THE UNION COUNTY BOARD OF EDUCATION**

ARTICLE I. PARTIES TO THE AGREEMENT

1.1 Identification of the Parties

The parties to the Agreement are:

The Board: The Union County Board of Education, Post Office Box 10, Maynardville, Tennessee 37807 [hereafter "The Board" or "Board"].

The Contractor: _____.

1.1.1. The Contractor, an independently established business, desires to contract for the provision of student transportation services for the Board. Both Contractor and Board fully and freely intend to create an independent contractor relationship under this contract. The Contractor shall operate on routes established by the Board during the term of this contract. Contractor, in consultation with the Board, shall determine the equipment and supplies needed to provide student transportation services for the Board under this contract. School buses placed into service under the provisions of this agreement shall conform to all state and federal laws, rules and regulations regarding the safe operation of such equipment. Contractor shall bear all expenses associated with the purchase, operation and maintenance of equipment and supplies. Contractor may employ persons to fulfill contractor's obligations under this contract and shall provide background checks to the Board for all such employees. Contractor shall have the right to engage in any other business, including providing student transportation services to the students outside of Union County. Contractor acknowledges that he has neither paid nor agreed to pay anything of value to any employee of the Board, to the Board itself, or any individual board member for the rights conferred upon Contractor pursuant to this contract. The sole consideration given by either party to this contract is set forth in this contract. Any investment in equipment, vehicles, etc., contractor desires or deems necessary is the financial responsibility of contractor. The Board shall not advance any sum of money to Contractor to underwrite Contractor's business. Contractor agrees that the intent of this contract is to provide safe, reliable, and timely transportation of Union County students between their homes to school. The safety of the students is the paramount consideration of this Contract.

1.2 Agreement Clause.

The Board and the Contractor agree that this writing constitutes the totality of their agreement to perform and that no oral or written statement or agreement exists that would contradict or embellish the terms and conditions contained herein.

ARTICLE II. DEFINITIONS AND GENERAL TERMS

2.1 Definitions. For the purpose of this Agreement, unless the context otherwise requires, the words below shall have the following meanings:

1. "Agreement" shall mean this written Agreement as provided in Article 3 and all Modifications.
2. "Agreement Date" means the last date on which a party signs and executes the Agreement.
3. "Appendix and Appendices" means documents that are annexed to and made part of the Agreement.
4. "Applicable Law" means any law, statute, rule, regulation, administrative directive, requirement, decision, opinion, judgment, or order of any Federal, State or local governmental entity which is or may become applicable or have effect upon this Agreement, the service provided for herein, the Contractor, and the Board, including policies adopted by the Board to specifically but not exclusively include those attached in Appendix 6.
5. "County" means Union County, Tennessee, a political subdivision of the State of Tennessee, subject to the laws of the State of Tennessee.

6. "Contractor" means the party stated to be the "Contractor" in Section 1.1 of the Agreement, including the Contractor's successors and assigns.

7. "Changes in Operations" means any change in the work, procedures, or basic obligations of a party to the Agreement.

8. "Contractor's Representatives" means one or more persons designated by the Contractor to act for or on behalf of the Contractor with respect to the Contractor's rights, remedies, and obligations under the Agreement.

9. "Board" means the Union County Board of Education.

10. "Board's Representative" means one or more persons designated by the Board to act for or on behalf of the Board with respect to the Board's rights, remedies, and obligations under the Agreement.

11. "Change in Applicable Law" means any of the following events or conditions:

- (1) The adoption, promulgation, issuance, modification or change in an administrative or judicial interpretation, on or after the Agreement Date including any federal, state or local law, regulation; rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, or ruling was, on or prior to the Agreement Date, duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local governmental body, administrative agency, or governmental body, administrative agency, or governmental official having jurisdiction; or,
- (2) The Order or Judgment of any federal, state or local court, an administrative agency or governmental officer or body, on or after the Agreement Date which is or becomes applicable to the Agreement, operations, the Contractor or the Board, to the extent such Order or Judgment is not the result of willful or negligent action or lack of reasonable diligence of the Contractor or of the Board, whichever is asserting the occurrence of a Change in Applicable Law, provided that contesting in good faith or failure to contest any such Order or Judgment shall not constitute or be construed as such a willful or negligent action or lack of reasonable diligence; or (3) the denial of an application for or renewal of, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new condition or modification of a previous condition in connection with the issuance, renewal or failure to issue or renew, on or after the Agreement Date, of any governmental permit, license, consent, certificate of need, authorization or approval, which is or becomes applicable to the Agreement, operations, the Contractor or the Board, which shall include without limitation the imposition of standards or limitations which impose requirements more stringent than those previously applicable to the Agreement, operations, the Contractor or the Board, to the extent that such denial, delay, suspension, termination, interruption, imposition, modification or failure is not the result of a Material Breach of the Agreement, willful or negligent action or lack of reasonable diligence of the Contractor or of the Board, whichever is asserting the occurrence of a Change in Applicable Law; provided that the contesting in good faith or failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action or lack of reasonable diligence.

12. "Date of Operations" means the date on which the Contractor is required to commence operations as required in Section 2.4.

13. "Department Rules and Regulations" means orders, judgments, rulings, rules and regulations issued or promulgated in final form which apply to the Agreement, operations, the Contractor or the Board, which may be issued during the term of the Agreement by the Tennessee Department of Education or the Tennessee Department of Transportation, or other state or federal agency or department authorized by law to promulgate rules or regulations with respect to the subject of the Agreement.

14. "Force Majeure" means any Change in Applicable Law or any other act, failure or refusal to act, or an event, occurrence or condition, or any combination of the foregoing, which causes performance of the Agreement to be impossible or economically unreasonable; such act, failure or refusal to act, event, occurrence or condition may include an act of God, or terrorism. However, force majeure shall not include an act, failure or refusal to act, event, occurrence or condition which, either in whole or in part; (a) is the result of a labor strike, stoppage, slowdown or other labor related

problem caused by employees either of the Contractor or an affiliate; or, (b) is the result of a change in the federal revenue income tax laws; or, (c) is or was reasonably within the control of, reasonably could have been permitted by, or was caused by the negligence, misfeasance or malfeasance of the party claiming force majeure.

15. "Material Breach of the Agreement" means a material failure or refusal by either Party to perform its respective duties and obligations required by the Agreement and Applicable Law, which causes substantial harm to the non-breaching party and, with respect to breaches by the Board, any failure to pay as required by this Agreement which is deemed material under Applicable Law.

16. "Modification" means a written amendment to the Agreement, executed by the Contractor and approved by the Board.

17. "Operating Fees" means the compensation required to be paid by the Board to the Contractor during the term of the Agreement for performance of its obligations. Operating Fees are based on the days students are transported, and mileage and seat payments will be compensated for any days students are transported. The Operating Fee is provided in Appendix 7.

18. "Person" means an individual, partnership, joint venture, unincorporated association, corporation or other entity which has legal existence.

19. "School Bus" means a motor vehicle that meets or exceeds the standards proscribed for transportation of students in accordance with Applicable Law.

20. "Required Insurance" means insurance required by the Agreement, and as specified in Appendix 1.

21. "Route" means the course of travel designated in the sole discretion of the Board as to the order in which students are picked up and dropped off and the routes to be used between pickup points. The assignment to a particular route or routes and the stops thereon are subject to change at any time and is at the sole discretion of the Board. The assignment of the route, as described in Appendix 3 attached hereto, under no circumstances entitles the Contractor to such route. Miles for routes are calculated from the first student pickup to last school served.

22. "Term of the Agreement" means the period during which the Agreement is in effect beginning on July 1, 2015 and continuing until the final day of classes for the 2018-2019 school year or the termination of the Agreement whichever occurs first.

23. "Transportation Department" means the Transportation Department of the Central Office Administration of the Union County School System.

2.2. "Entire Understanding" means the Agreement constitutes the entire understanding between the Board and the Contractor with regard to the services described herein, and supersedes any prior contracts or agreements for the provision of services described herein, the Request for Proposal, and all prior written or oral negotiations, representations, communications or agreements, if any, between the Board and the Contractor.

2.3. "Appendices".

The Appendices to the Agreement are incorporated by reference into, and shall be considered to be a part of, the Agreement.

2.4 "Date of Operations".

The Contractor shall commence operations on July 1, 2015.

ARTICLE III. CONTRACTOR'S BASIC OBLIGATIONS.

3.1 General Obligation.

Beginning on the Date of Operations and continuing for the Term of the Agreement, the Contractor shall provide the transportation of students on the Route described in and attached as Appendix 3, which Route or Routes are subject to change at the sole discretion of the Board, as set forth in Section 2.1.21

3.2 The Contractor shall provide all labor, materials, and school buses that satisfy the requirements of all Applicable Law.

3.3 The Contractor shall comply with all Administrative Directives of the Board or its designee.

3.4 The Contractor shall comply with all rules, regulations, and policies of the Board, including, without limitation, those attached as Appendix 6.

3.5 The Contractor shall make adjustments necessary for changes to the Route, described in Appendix 3, as directed by the Board or its representatives. Each adjustment shall be reduced to writing, signed by the parties hereto, and attached to this agreement.

3.6 The Contractor shall apply for, secure, and renew all licenses, permits, inspections, certificates, or similar documentation which are or may be required by Applicable Law and Department Rules and Regulations for providing services provided herein.

3.7 The Contractor, in providing services and performing pursuant to this Agreement, shall use the equipment, or an approved substitute bus, as described in attached Appendix 2. Consistent with Union County School Board Policy, this agreement and the ownership documents and/or loan documents regarding ownership of any equipment used to provide services under this agreement shall be held in the same name.

3.8 The Contractor shall file with the Board copies of ownership documents, licenses, inspections, insurance documents, and other files or records required to be maintained by this Agreement.

3.9 Contractor Required Insurance.

On or before the Date of Operation, the Contractor shall obtain and provide certain insurance coverage by insurers duly licensed and authorized to operate in the State of Tennessee, in such amounts and within such scope of coverage and requirements as are specified in Appendix 1. Complete copies of the contract of insurance and the policy shall be delivered to the Board within ten (10) days after receipt by the Contractor. The Contractor shall maintain required insurance in full force and effect for the full term of the Agreement. The Contractor shall notify the Board of any changes or the termination of any policy of insurance thirty (30) days prior to its effective date. The Contractor shall designate the Union County Board of Education as an additional named insured, and shall provide a copy of the Certificate of Insurance to the Board or its designate prior to the Date of Operations.

3.10 Indemnification.

The Contractor agrees to defend, indemnify, and save harmless the Board, its officers, agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the negligence of the Contractor or arising out of the performance by the Contractor, its employees, subcontractors, or agents of the Contractor for the Board.

3.11 Change of School Bus Prohibited.

The Contractor shall not change or substitute any School Bus without prior written approval of the Board or its representative.

3.12 Assignment, Sale or Transfer of this Contract is Rights Prohibited.

This contract is not a negotiable instrument pursuant to the Uniform Commercial Code. The Contractor shall not transfer, sell or assign rights, duties or obligations under this Agreement, without first receiving the express approval of a

~~majority of the membership of the Board in an action taken at a regular meeting or at a called meeting of the board convened specifically for this purpose.~~

3.13 Driver Training.

The Contractor shall provide drivers who meet the all the qualifications for licensure established by Applicable Law. The Contractor shall provide drivers that have successfully completed the driver training program required by the State of Tennessee. The Contractor shall further maintain and provide to the Transportation Department a complete file on each driver that shall contain, but not be limited to, the following:

1. Bus Driver's name, address (current), telephone number, and CDL license number.
2. A satisfactory physical examination.
3. A negative D.O.T. (NIDA) drug screening.
4. Safety School training.
5. A copy of the CDL license showing the proper endorsement.
6. Certificate of Insurance.
7. Certification of the results of a criminal background check.
8. Certification of the result of a Child Abuse Registry screening.
9. Any and all other requirements as set forth by the Board or the Transportation Department, including but not limited to a driving history of the driver.

3.131 The Contractor shall not permit a driver to operate a school bus until all required driver information has been received by the Board Transportation Department

3.14 Driver and Designee Inspection.

In compliance with Applicable Law, the Contractor shall warrant that each Driver and a Designee shall inspect each bus at the end of each and every run to make certain that no student remains on the vehicle. The Contractor shall provide the name, address, and telephone number of the designated inspector to the Board on or before August first (1st) of each year. If the Inspector is changed during the term of the Agreement, the Contractor must provide the name, address, and telephone number of the new Inspector within ten (10) days of the change of designation.

3.15 School Bus Accidents and Moving Violations.

The Contractor shall inform the Board or its representatives in writing and by telephone of the occurrence of any accident involving a School Bus on school business as soon as possible but, in no case later than twenty-four (24) hours following the accident. The Contractor shall inform the Board or its designated representative of any and all moving violations by any driver on the next business day following the receipt of the moving violation.

3.16 Immediate Communication Between Transportation Office and Between Contractors and Their Buses.

The Contractor shall maintain on his or her person a beeper or cellular telephone that is operative and in the "on" mode during hours in which his or her school buses are operating during the school day.

The Contractor shall equip each bus, including spare use and field trip buses with a radio system that can communicate with a Union County Schools base station. The radio must be operative and in the "on" position during hours of operation. The Contractor shall furnish the Transportation Department with the description of the radio system on each bus along with the name of the individual at the base station.

3.17 Random Drug and Alcohol Testing and DUI/DWI and Controlled Substance Arrest Reporting.

The Contractor shall comply with the random alcohol and drug testing of its drivers in compliance with 49 CFR §382 and the policy attached in Appendix 5. The Contractor shall use the Board-designated laboratory as its test provider and make all test results available to the Board. Failure to regularly submit drivers to random testing, to make all test results available to the Board, or tampering in any way with test results, or violation of any other provision of state or federal law, rule or regulation, or any rule of the Board regarding drug and/or alcohol testing shall be considered a breach of this Agreement that may result in its immediate termination. Additionally, the Contractor shall inform the Board or its designee of any DUI/DWI and/or controlled substance citation or arrest involving the Contractor or an employee on the next business

day following the date upon which the citation or arrest occurs. Notwithstanding Section 3.22, upon arrest or citation for DUI/DWI and/or any offense involving a controlled substance, whether or not said arrest or citation arises out of conduct on the job or off the job, said driver shall not be eligible to drive a bus serving Union County Schools, pending the outcome of the charges. Upon conviction of same or a lesser included offense, said driver shall permanently be ineligible to drive.

3.18 Penalty for Failure to Provide Data.

In the event the Contractor fails to meet deadlines for submission of documentation required by the Board regarding bus stop time sheets, load information, and other data as designated by the Board, this Contract may be cancelled. In the alternative, and solely at the Board's discretion, there may be deducted the sum of one hundred dollars (\$100.00) per day from the Operating Fee for each day the Contractor fails to provide complete information to the Board at the discretion of the Board.

3.19 Basic Obligation.

Consistent with contractor's right to hire employees and substitutes when contractor deems it necessary, contractor agrees that contractor's personal attention to fulfilling his contractual obligations is a substantial inducement to the board to sign this contract. Therefore, contractor agrees to personally devote such time as is necessary to fulfill contractor's obligation under this contract.

3.20 Student Interaction.

Contractor shall develop policies regarding appropriate interaction between contractor's employees and students and shall train all employees regarding appropriate interaction with students. Contractor shall provide to the Board copies of all policies developed and documentation that the policies have been personally communicated to all employees.

3.21 Student-on-Student Harassment, Bullying and Discrimination.

Contractor and its employees are expected to be vigilant. Contractor also agrees to inform the administration of the school(s) served and the transportation office of any instances of student-on-student harassment, bullying, or discrimination that occurs on the bus. If contractor fails to inform the administration of the school(s) served and the transportation office of any instances of student-on-student harassment, bullying or discrimination the contractor knew about, or should have known about, contractor agrees to indemnify and defend the Board and its agents and employees from any costs, losses, damages or judgments rendered against the board for such student-on-student harassment, bullying or discrimination. The contractor will be deemed to have known about student-on-student discrimination, bullying or harassment if contractor or contractor's employee observed such behaviors, or if such behaviors occurred on the bus or in the presence of the contractor or contractor's employee, whether or not the contractor or contractor's employee actually observed such behaviors.

3.22 Driver Suspension.

Charges and/or allegations against a driver including, but not limited to automobile/bus accidents, the filing of civil or criminal charges, sexual harassment, traffic citations, moving violations or other such charges shall be reported to the Board or its designee forthwith. The Contractor may be required to temporarily remove the driver from the driving position pending an investigation. This suspension may be dissolved or continued based on investigative findings by the Board or its designee. Law enforcement agencies may be contacted to assist in the investigation. Once a determination has been made by the Board or its designee that a driver is no longer eligible to drive a bus serving Union County Schools, the driver shall be placed on disapproved status for a minimum of one (1) year. The Superintendent may reinstate that driver's eligibility for contracted service to Union County Schools after the passage of the specified period of disapproved status.

3.23 Strobe Light Required on All School Buses

Contractor agrees to provide and maintain a flashing strobe light installed on the roof of the school bus. A manual switch with pilot light will be included to indicate when strobe light is in operation. The strobe light is to be activated whenever students are present.

3.24 Cameras Required on All School Buses

Contractor agrees to provide and maintain a digital recording system installed on each school bus that captures a minimum of three areas inside the bus. Camera 1 will be mounted to capture the front student seating area. Camera 2 will

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be mounted in the rear of the bus to capture the rear seating area. Camera 3 will be mounted in the driver's compartment to capture the driver and student entrance doorway. All schools served must be provided software to view camera footage. Footage must be available upon request.

ARTICLE IV. BOARD'S BASIC OBLIGATIONS

4.1 General Obligation.

Beginning on the Date of Operations and continuing for the Term of the Agreement, the Board shall make monthly payments of the Operating Fee to the Contractor for the student transportation services within the County, in accordance with Appendix 7. Beginning on the Date of Operations and continuing for the Term of the Agreement, the Board shall make bi-monthly payments of a Fuel Index adjustment for the student transportation services within the County, in conjunction with operating fees outlined in Appendix 7. The Fuel Index adjustment is defined as a \$0.01 increase in payment for miles travelled for every \$0.05 increase in fuel, beginning with a base of \$2.00 per gallon, as determined by reporting of local industry agents to Union County Schools Transportation Director.

ARTICLE V. TERMINATION AND RENEWAL

5.1 Termination by Contractor for Board's Material Breach.

5.1.1. The Contractor may, subject to the terms herein, terminate the Agreement upon the occurrence of any one or more of the following acts, omissions, events or conditions:

5.1.1.1. The Board's failure for more than thirty (30) days to make payments which are due and payable to the Contractor as provided by the Agreement; or

5.1.1.2 Any other Material Breach of the Agreement by the Board.

5.1.2 If the Contractor believes that it has grounds for termination of the Agreement and elects to terminate the Agreement, the Contractor shall give Written Notice to the Board of the basis for the claim within thirty (30) days after the Contractor's actual discovery of the first act, omission, occurrence or event giving rise to the claim. If, within sixty (60) days following the delivery of the Written Notice to the Board, the Board acts reasonably to remedy the Contractor's claimed grounds for termination, the Contractor shall not be permitted to terminate the Agreement. If the Contractor's alleged grounds for termination are not remedied by the Board within the sixty (60) day period provided for herein, the Contractor may, by Written Notice to the Board, terminate the Agreement. Nothing herein shall restrict or impair the Contractor's right to claim damages or losses on account of a Material Breach by the Board that is subsequently cured.

5.2 Termination by the Board for Material Breach by Contractor or Change in Applicable Law.

5.2.1 The Board may, subject to the Agreement, terminate the Agreement because any one or more of the following acts, omissions, events or conditions:

5.2.1.1 The Contractor has failed to provide student transportation service for the Route assigned to the Contractor and designated by the Transportation Department described in Appendix 3 hereto; or,

5.2.1.2 The Contractor has failed to provide a school bus that meets or surpasses the qualifications set by the Board in its Policies and Procedures Manual and by the State Board of Education, State Department of Education, State Department of Safety and any and all Applicable Laws rules and regulations. Failure to provide a vehicle in compliance with the foregoing shall result in immediate termination of this Agreement; or,

5.2.1.3 The Contractor has committed any other material breach of the Agreement.

5.2.1.4 The Contractor has failed to provide all driver information as required by Section 3.13.

5.2.1.5 The Contractor or its employee has placed the safety of the students at risk.

5.2.2 If the Contractor fails to service the Route as assigned and designated by the Transportation Department as described in Appendix 3, hereto, and, if the Board elects to terminate the Agreement because of such failure pursuant to Section 5.2.1.1, the Agreement shall be deemed to be immediately terminated for cause due to the Contractor's Material Breach of the Agreement.

5.2.3 Nothing contained in this Agreement is meant to operate as, or constitute a waiver or release of the Contractor's rights to dispute the existence of the basis of any termination or to protest any termination decision by the Board.

5.2.3.1. After termination of the Agreement for Material Breach, the Board may exercise any one or more of the following remedies:

5.2.3.1.1. The Board may terminate this Agreement in the event of shortage of appropriated revenues, or need to reduce costs for educational purposes with such decision being within the sole discretion of the Board.

5.2.3.1.2 The Board may negotiate an agreement with another Person or Contractor to provide the student transportation services required under this Agreement;

5.2.3.1.3 The Board may assess against the Contractor the Board's Specific Performance Damages, which have accrued prior to termination, termination damages which consist of the Board's direct damages, and assert any other rights and remedies specifically provided for by the Agreement or Applicable Law against the Contractor.

5.3 Renewal at Option of the Parties.

This Agreement may be renewed at the option of the parties for additional terms of the Agreement, but not to exceed four (4) years from the date of the original Date of Operation. The renewal of this Agreement pursuant to this paragraph shall be in writing, shall be approved by the Board, and shall be attached as an Appendix hereto.

ARTICLE VI. FORCE MAJEURE

6.1 Force Majeure shall be effective to excuse performance, either in whole or in part, of the obligations required of the Board or the Contractor by the Agreement subject to the conditions set forth in this Section 6.

6.2 The party claiming Force Majeure shall, to the extent reasonable and practical, (a) give written notice to the other party within two (2) days following the actual discovery of the first act, omission, occurrence, or event giving rise to the claim; (b) prepare and provide the other party with a written summary of the basis for the claim, together with all facts, documents, data, and other information supporting the claim, and, in addition, the anticipated effect, if any, upon the affected party's obligations under the Agreement; and (c) continue partial performance of the Agreement to the extent reasonable and practicable.

6.3 To the extent that the party claiming Force Majeure continues performance of its obligations under the Agreement, the other party shall continue its performance *pro tanto*, provided that such continued performance is economically reasonable.

6.4.1 If the condition constituting Force Majeure continues in effect for a period of at least ten (10) days, either the Contractor or the Board may terminate the Agreement without any responsibility or liability relating to such termination. This paragraph 6.4.1 does not impair or restrict any other right of termination or right to suspend performance as may be provided by Applicable Law or this Agreement.

ARTICLE VII. MISCELLANEOUS

7.1 Designation of Representatives.

The Board and Contractor, upon the execution of the Agreement and from time to time thereafter, may designate, respectively, one or more Board's Representatives and Contractor's Representatives for the purpose of accepting and sending notices required by this Agreement, negotiating and communication regarding Changes in Operations, and executing Modifications to the Agreement. The name, office address, telephone number, and scope of authority of each such representative shall be specified by written notice to the authority. The Board and the Contractor shall have the right at any time, upon reasonable advance written notice to the other, to change, add to, delete from, or substitute another person for the persons authorized to act as representatives for those purposes. Only designated representatives specified by written notice, and no other person, shall have authority to act on behalf of the Board and the Contractor with respect to the Agreement regarding the matters set forth above.

7.2 Non-discrimination.

The Contractor shall comply with all Applicable Laws regarding discrimination on the grounds of race, national origin, religion, sex, age or handicap.

7.3 Non-waiver.

No payment, acceptance of payment or other act or failure to act by the Board or the Contractor shall be considered to be an acceptance of default or defective performance, nor a waiver under the Agreement or the law, unless such acceptance or waiver is expressed in a written notice.

7.4 Rights not Obligations.

Whenever the Agreement confers a right, it is not intended that there is a corresponding obligation to exercise that right unless expressly stated. A failure or refusal to exercise a right is not a waiver of the right.

7.5 Running of Statutes - Periods of Limitation.

The period of limitation with respect to enforcement of a cause of action or a claim arising out of the Agreement shall be governed by the laws of the State of Tennessee existing on the date of execution of this Agreement.

7.6 Forum for Dispute Resolution.

Any dispute arising under the Agreement which is not resolved informally by the Board and the Contractor, or under the terms of the Agreement, shall be prosecuted further, if at all, only in the Circuit or Chancery Courts sitting in Maynardville, Tennessee.

7.7 Severability and Partial Invalidity.

If any term or provision of the Agreement, or the application thereof to any party or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Agreement, and the application of such term or provision to the parties and the circumstances other than those as to whom or to which it is held invalid or unenforceable, shall not be effected thereby; and each term or provision of the Agreement shall remain valid and enforceable to the fullest extent permitted by law.

7.8 Third Party Beneficiaries.

This Agreement is solely for the benefit of the Contractor and the Board and is not intended to confer any right or benefit on any other party whatsoever. No third party shall have any right, or claim any rights whatsoever based upon this Agreement.

7.9 Assignment.

The Board may, after written notice to the Contractor, assign all or part of its rights and benefits and delegate its obligations under the Agreement to any successor with authority to act as a local board of education for the current geographic and political boundaries of the County. The Contractor shall not assign any rights nor delegate any obligations required by this Agreement to any party.

7.10 Assistance with Legal Requirements, Compliance with the Law.

The Board and the Contractor shall assist and cooperate with each other in obtaining all permits, licenses, approvals, grants, legislation, and other governmental authorizations and consents necessary to or expedient for the performance of the Agreement.

7.11 Arms Length Agreement.

No provision of the Agreement shall be construed or interpreted to appoint any party to the agent or representative of any other party or to create a fiduciary relationship between or among any parties. Any such appointment or creation of relationship shall be only by written notice.

7.12 Written Notice to the Board.

Written notice to the Board shall be delivered to:

Union County Board of Education
Post Office Box 10
Maynardville, Tennessee 37807

7.13 Written Notice to the Contractor.

Written notice to the Contractor shall be delivered to:

Xx
Xx
Xx

7.14 Governing Law.

The Agreement shall be enforced, interpreted, construed and governed according to the laws of the State of Tennessee.

The Agreement has been executed on behalf of the Board and the Contractor on the last date appearing below:

UNION COUNTY BOARD OF
EDUCATION

CONTRACTOR:

BY: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

TABLE OF APPENDICES

Appendix 1.	Required Insurance
Appendix 2.	Description of Vehicle
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Appendix 4.	Shortage of Funds
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Appendix 6.	Qualifications and Duties of Bus Driver and Driver Assistants
Appendix 7.	Operating Fee

APPENDIX 1 - REQUIRED INSURANCE

The Contractor shall carry liability insurance on the School Bus described in Appendix 2 with a policy in such form that it will provide protection with the limits of not less than \$500,000.00 per person and with the limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage. The Board shall be named as an additional insured on the insurance policy. The Board must also be notified by registered mail at least fifteen (15) days prior to any cancellation or forfeiture of policy. The Contractor shall provide a copy of said Certificate of Insurance to the Board or its designate prior to the Date of Operations.

APPENDIX 2

SCHOOL BUS

Contract Number: _____

Model Year: _____

Chassis: _____

Body: _____

VIN: _____

Rated Capacity of Bus: _____

APPENDIX 3

Assigned Route Designated By the Transportation not to exceed the approved proposal.

APPENDIX 4

Shortage of Funds

This Appendix supersedes all previously conflicting language in this Agreement. In the event there is litigation that requires the Board to add or maintain Agreements that were not renewed by the Board, then it is understood that this Agreement may be voided upon fifteen (15) days notice by the Board either in a method directed by the court or, if there is no method directed by the court, then the Board either in a method directed by the court or if there is no method directed by the court, then the Board may give notice by certified letter and mail date of the said such letter shall serve as the beginning date of the fifteen (15) day notice.

In the event a shortage of funds in the Transportation budget that results in an appropriation of funds that would not allow the continued payment of this Agreement to its conclusion, then thirty (30) days written notice, the Board of Education shall have the exclusive right to terminate this Agreement unilaterally. It is understood that there will be a continuation of state and/or federally mandated transportation and that the determination of a lack of funds and the judgment of whether there is a lack of funds rests solely with the Board. The determination, once made, is not subject to challenge or appeal by the Contractor. The notification of termination shall be by certified letter and the mail date of the letter shall serve as the beginning of the thirty (30) day period.

APPENDIX 5 - ALCOHOL AND DRUG TESTING PROCEDURE

The Transportation Employee Testing Act of 1991 requires alcohol and drug testing of safety sensitive employees.

The U.S. Department of Transportation requires all drivers with a commercial drivers license (CDL) to be tested for both alcohol and drugs.

There are four testing situations. They are as follows:

1. Pre-employment - conducted and paid by the contractor before applicants are hired or after an offer to hire.
2. Post Accident - conducted after accident on drivers whose performance could have contributed to the accident.
3. Reasonable Suspicion - conducted when a trained supervisor observes behavior or appearance that is characteristic of drug or alcohol misuse.
4. Random - conducted on a random unannounced basis just before, during, or just after performance of a safety-sensitive function.

All contractors, drivers, and employees who hold a CDL have been placed in a pool for a random selection during the year. Selection is made via computer. According to the law, we drug test fifty (50) percent of the pool and alcohol test twenty-five (25) percent.

Alcohol testing is conducted by the Union County Schools using the U.S. Department of Transportation approved evidential breath testing device and a certified breath alcohol technician. Contractors, drivers and employees will be drawn at random from the database pool and then will be notified of the random test. Testing is strictly confidential and only the person being tested and the individual conducting the test will be present.

If a driver is found to have alcohol in his/her system, the driver will not be allowed to drive the bus. The contractor will be notified along with the Transportation Department. If the alcohol screening test is positive on the initial screening, a second test will be conducted fifteen (15) minutes later to confirm the initial test.

Drug testing is performed by an approved laboratory chosen by the Board. Contractors, drivers and employees will be drawn at random from the database pool. When a Contractor or one of his/her employees is drawn, Transportation Board personnel will contact the Contractor with the name of the individual to report for testing. If the selected individual is a county employee, this county driver will be contacted to report for testing. If the selected individual is a county employee, this county driver will be contacted to report testing. The selected individual has twenty-four (24) hours from the time the Transportation Board makes the initial call to the Contractor to report to the laboratory for testing. A form at the laboratory shall be signed by the driver with the time and date when the specimen is taken. The test results shall be forwarded by the laboratory to the Union County Medical Review Officer (MRO). The school system, contractor, driver, or employee will not receive the test results. The Transportation Department will be contacted by the MRO only if a positive test is found. If a positive test occurs, that individual is immediately removed from driving and reports to the MRO. If a selected individual does not report to the laboratory within the twenty-four (24) period, this is considered a positive test and the individual is removed from the driving the bus.

Union County Board of Education shall absorb all costs for drug and alcohol testing.

Any Contractor, who has tested positive for alcohol misuse or controlled substance use shall be advised by the Transportation Department of the resources available to the Contractor in evaluating and resolving problems associated with this misuse, including the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs. If the Contractor's driver has tested positive in the misuse of either, the Contractor is to share the above information with his/her driver. Also, this information is to be shared with a county employee, if that person should test positive for alcohol or controlled substance use.

Union County Schools declares if a Contractor, driver or employee does test positive for alcohol or drug use that individual is ineligible to drive a school bus for one full calendar year. In order for this individual to be reinstated, he or she must have a clean physical examination and drug test and be approved by the Superintendent.

Appendix 6. **UNION COUNTY BOARD OF EDUCATION**

Descriptor Term:	Descriptor Code:	Issued Date:
QUALIFICATIONS AND DUTIES OF BUS DRIVER	<u> </u>	<u> </u>
	Rescinds:	Issued:
	<u> </u>	<u> </u>

QUALIFICATIONS OF BUS DRIVERS

1. School bus drivers shall possess a Class C commercial license and have not less than five (5) years of driving experience with an unrestricted operator's license.¹
2. Annual physical and mental examinations are required for all school bus drivers.^{2,3}
3. School bus drivers shall have no convictions for DUI/DWI or any offense involving a controlled substance;
4. School bus drivers shall have no felony convictions or convictions for any offense involving moral turpitude;
5. School bus drivers shall have no convictions for any offense where the victim was a minor; and
6. School bus drivers shall meet all the qualifications set forth in Section 3.13 of the Contract;
7. In the event that Applicable Law is amended, altered or changed to impose additional requirements and qualifications for school bus drivers during the term of this Contract, school bus drivers must meet said additional requirements and qualifications; there shall be no grandfathering; and
8. Substitute or alternative drivers shall meet all qualifications and requirements for regular drivers.

DUTIES OF BUS DRIVERS

1. The driver shall deal with children in a firm, fair and friendly manner. Any misconduct of students shall be reported to the principal of the school to which the student belongs. The driver does not have the authority to suspend a student from transportation privileges.
2. The driver shall obey all State and local traffic regulations and shall assist motorists in passing school buses between stops.
3. Each driver shall be responsible for cleaning the bus a minimum of one time per week.
4. Drivers shall not use profanity, tobacco, drugs, or intoxicating beverages when transporting students.
5. It shall be the duty of any driver to promote safety habits.
6. The driver shall participate in the driver training program as scheduled by the Supervisor of Transportation.
7. The driver shall maintain a consistent time schedule, never early, seldom late.
8. The driver shall check the maintenance operations of the vehicle before morning and afternoon runs.

¹ TCA 55-50-407; TCA 55-50-102(19)(c).
² AGO 85-093; TRR/MS 0520-1-5-.01(5)
³ AGO 85-093; TRR/MS 0520-1-5-.01(5)

9. The driver shall report all accidents promptly. The driver should not attempt to place the blame for the accident or admit responsibility for the accident and make a possible determination of the cause.

10. The driver shall have at least an elementary knowledge of first aid.

11. The responsibility for determining whether weather and other conditions are such to allow for safe driving conditions and thereby the determination for closing schools for a day, a portion of a day or delaying the opening of school, or to close schools early is the responsibility of the Superintendent of Schools. The Superintendent shall make the decision as to the advisability of operating school buses including the right to reschedule the opening and closing of school and the provision of transportation services. Some roads may pose different problems during severe weather conditions. Under such conditions, the decision shall revert to the driver since he must assume personal responsibility for the safety of the children on his route.

12. The driver shall maintain satisfactory working relationship with all school personnel.

13. The driver shall permit only those students enrolled in Union County School to ride a bus. With the exception of driver assistants or children of driver or driver assistants, bus drivers are not to carry non-student passengers on the bus during regular bus routes.

UNION COUNTY BOARD OF EDUCATION

Descriptor Term:

Descriptor Code:

Issued Date:

**QUALIFICATIONS AND DUTIES
OF BUS DRIVER ASSISTANTS**

Rescinds:

Issued:

Driver assistants are contracted by the system and may be assigned to serve on Union County School buses. These assistants are to help the bus driver with maintaining appropriate bus conduct. The following guidelines are to be used before an assistant can be used on any Union County School bus:

1. Bus owners must make appropriate arrangements to get driver assistants to and from their homes or to an agreeable destination.
2. The Department of Transportation must have a letter from the bus owner's insurance company stating that they know an assistant is being used on that bus (bus must be identified by contract number), and that the driver assistant is covered under the normal bus policy.
3. Driver assistants shall be of good moral character, neat in appearance, and be able to work cooperatively with other school personnel and students.
4. The driver assistant shall deal with the children in a firm, fair and friendly manner. Any misconduct of students shall be reported to the principal of the school to which the student belongs. The driver assistant does not have the authority to administer discipline to students or to suspend students from transportation privileges.

APPENDIX 7

Operating Fees

The fee of the contract will be as follows: ...

| Any adjustment in bus capacity or routing that affects payment must have prior approval of board.