

Anderson County Government

REQUEST FOR PROPOSAL (Formal)

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

purchasing@andersontn.org
<http://andersontn.org/purchasing>

RFP No.: 4683

Date Issued: May 16, 2016

**Bids will be received until
11:30 a.m. Eastern Time on June 2, 2016**

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

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



Hazel Gibson, Anderson County Interim Purchasing Agent

RFP DESCRIPTION

School Bus Contractor Routes
For the period of July 1, 2016 – June 30, 2020.

It is Anderson County's intent to award a four (4) year contract with an option to renew for four (4) additional years, at one (1) year increments.

All vendors must submit one (1) original hard copy, two (2) digital copies and four (4) exact hard copies of their proposal.

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

RFP # 4683
School Bus Contractor Routes
Specifications

A. BID PERIOD

This bid is for the period of 07/01/2016 - 06/30/2020, four (4) year contract with an option to renew for four (4) additional years, at one (1) year increments.

B. PURPOSE

Anderson County is issuing this Request for Proposal to expedite the process of purchasing all district bus routes for the Anderson County School System. The successful bidder must agree that their prices will remain as quoted (or less) until at least June 30, 2016. The successful bidder will lock bid prices at the signing of the contract.

C. INQUIRIES

Direct all questions related to this Request for Proposal to the Purchasing Department at purchasing@andersontn.org, include the Request For Proposal number with all questions. Vendors must understand that the only official answer will be the ones issued in addenda from the Anderson County Purchasing Department. Do not address questions directly to Anderson County Schools.

D. AWARD

Awards, if made, will be made to the contractor whose proposal is most advantageous to Anderson County. Anderson County reserves the right to award to multiple vendors.

E. CRITERIA – EVALUATION OF PROPOSALS

Anderson County will use the following criteria to evaluate each proposal:

1. Vendor ability, capacity, skill and financial resources to provide the service.
2. Vendor ability to meet responsibilities outlined in this Request for Proposal and resulting contract and to produce the required outcome in a timely manner.
3. Vendor reputation and experience to include three references from an educational institution. Reference letter must include institution name, contact name, phone number and email address.
4. Vendor's previous satisfactory performance in fulfilling contracts of similar size and scope.
5. Vendor must meet all contractual and state requirements for equipment. Vendors must also provide proof of successful state bus inspection before contract will be awarded and before 2016 – 2017 school year begins.
6. Vendor must submit documentation outlining a daily communications plan with Anderson County Schools.
7. Cost.

F. CONTRACTOR CONSTRAINTS

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

G. COMPLIANCE

Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the Request for Proposal will result in disqualification. Vendors may bid on individual routes or multiple routes as outlined on the routing bid sheet. However, no single vendor will be awarded more than 25% of the routes.

H. PROPOSAL SUBMISSION

Vendor must submit one (1) original hard copy, two (2) digital copies and four (4) exact hard copies of their proposal. Vendor must use the forms provided by the Anderson County Purchasing Department. Vendors not using forms provided in the Request for Proposal by the Purchasing Department will not be evaluated.

I. EVALUATION OF PROPOSALS

Anderson County Purchasing will examine proposals and eliminate those which are non-responsive to the stated requirements. Vendors should exercise particular care in reviewing the proposal format required by this Request for Proposal. The examination process may result in more than one finalist. Anderson County may request presentations by vendors and carry out contract negotiations for the purpose of obtaining best and final offers.

Anderson County reserves the right to withdraw this Request for Proposal at any time for any reason and to issue such clarifications, modifications and or amendments as it may deem appropriate.

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

Anderson County reserves the right to waive minor irregularities in proposals. Any such waiver shall neither modify the remaining Request for Proposal requirements nor excuse the vendor from full compliance with the Request for Proposal specifications and other contract requirements.

J. REJECTION OF PROPOSALS

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

K. ACCEPTANCE OF PROPOSALS

Anderson County shall accept proposals that are submitted properly. Anderson County reserves the right to request clarifications to proposals.

L. PROPOSAL EVALUATION SCORING

Proposals will be evaluated by a committee. Documents may also be examined by other agencies and consultants of Anderson County Government. All proposals will be evaluated and ranked from highest score to lowest score. The top ranked vendor will be eligible to enter into a contract with Anderson County to provide transportation services for Anderson County Schools. Please see scoring method below:

Quality of buses and maintenance facility	25 POINTS
Vendor Experience	20 POINTS
Communications Plan	5 POINTS
Cost	50 POINTS

Request for Proposal Number: 4683

Request for Proposal Title: School Bus Contractor Routes

BID ENVELOPE/PACKAGE CONTAINING BID:

Bids **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 bids, e-mailed bids and faxed bids will not be considered nor returned. Anderson County will not be responsible for any lost or misdirected mail.

**ANDERSON COUNTY PURCHASING DEPARTMENT
100 NORTH MAIN STREET, SUITE 214
CLINTON, TN 37716**

purchasing@andersontn.org
Website: <http://andersontn.org/purchasing>

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

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 PROTEST: Any vendor wishing to protest the award shall notify in writing the Anderson 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 Anderson 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 Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the proposal's ability.

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

1.4 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 Anderson County Purchasing office will be the time of record.

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

1.17 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

**SECTION 1 GENERAL TERMS AND CONDITIONS
(CONTINUED)**

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 Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.9 QUESTIONS: Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.10 DUPLICATE COPIES: Anderson County requires that all vendors submit one original hard copy, tow (2) digital copies and four exact copies of their bids, including brochures.

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

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

1.13 APPROPRIATION: In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, 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.

1.14 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 Anderson County.

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

1.16 PROPOSALS: All proposals once received become property of Anderson County Government and will not be returned.

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.

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 Anderson County, if required by law. Please indicate if your company has the following.

Anderson County Business License _____
(Yes or No)

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

If yes, 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:

Authorized Representative

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.

RFP NUMBER: 4683

RFP TITLE: School Bus Contractor Routes

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 Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

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

- 1. **Workers Compensation Employers Liability** Statutory limits
100,000/100,000/500,000
- 2. **Commercial General Liability** \$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
 - Include Garage Liability \$1,000,000
 - Include Garage Keepers Liability
 - Copy of Valid Driver's License
 - Copy of Current Motor Vehicle Record
 - Copy of Current Auto Liability Declarations Page

- 4. **Crime Coverages**
 - Employee Dishonesty
 - Employee Dishonesty Bond

- 5. **Property Coverages**
 - Builders Risk
 - Inland Marine
 - Transportation

6. Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This **MUST** be submitted before purchase order issued.

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

Bidders Statement and Certification

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

Vendor Name

Bid Representative Name (Please Print)

Authorized Signature

Date

BACKGROUND CHECK COMPLIANCE FORM

ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT
100 N. MAIN STREET, SUITE 214
CLINTON, TN 37716
(865) 457-6251
(865) 457-6252 (Fax)

RFP NUMBER 4683

CONTRACT NUMBER

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

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

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

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

Company or Individuals (Name)

Address

City, State Zip Code

Telephone Number

()

Contractor License Number (If Applicable)

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

Signature: _____ Title: _____

Printed Name: _____ Date: _____
(Please Print Clearly) (Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes: _____

EXHIBIT A**PRICE SHEET REVISED 05/16/2016**

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
1	36	37	\$	LCES, LCMS		ACHS Anderson County High School
2	36	40	\$	BES, LCES, LCMS		AES Andersonville Elementary School
3	66	32	\$	LCES, LCMS		BES Briceville Elementary School
4	66	33	\$	NWES, NWMS		CES Clinton Elementary School
5	66	52	\$	NWES, NWMS, GOES		CMS Clinton Middle School
7	78	67	\$	CES	CMS, CHS	CHS Clinton High School
8	66	81	\$	DVES	CMS, CHS	CRCS Clinch River Community School
9	72	63	\$	CES	CMS, CHS	DVES Dutch Valley Elementary School
10	78	48	\$	CES	CMS, CHS	FES Fairview Elementary School
14	78	50	\$	CES	CMS, CHS	GOES Grand Oaks Elementary School
20	84	53	\$	DVES	CMS, CHS	LCES Lake City Elementary School
21	78	29	\$		CMS, CHS	LCMS Lake City Middle School
23	78	48	\$	NEW, NWM, GOES	CMS, CHS	NES Norris Elementary School
24	72	42	\$	DVES	CMS, CHS	NMS Norris Middle School
25	66	53	\$	LCES, LCMS	ACHS	NWES Norwood Elementary School
26	78	60	\$	NES, NMS	ACHS	NWMS Norwood Middle School
27	66	18	\$		CMS, CHS	
28	78	75	\$	CES	CMS, CHS	

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
29	78	52	\$	AES, NMS	ACHS	ACHS Anderson County High School
30	78	41	\$	NWES, NWMS		AES Andersonville Elementary School
34	78	66	\$	CES	CMS, CHS	BES Briceville Elementary School
35	66	67	\$	LCES, BES	LCMS, ACHS	CES Clinton Elementary School
37	66	56	\$	AES, NMS	ACHS	CMS Clinton Middle School
40	78	84	\$	GOES	CMS, CHS	CHS Clinton High School
42	66	55	\$	FES, NMS	ACHS	CRCS Clinch River Community School
43	66	47	\$	LCES, LCMS	ACHS	DVES Dutch Valley Elementary School
44	66	61	\$	BES, LCES	LCMS, ACHS	FES Fairview Elementary School
45	78	83	\$	AES, NMS	ACHS	GOES Grand Oaks Elementary School
45E	66	48	\$	NES, NMS	ACHS	LCES Lake City Elementary School
46	78	78	\$	GOES	CMS, CHS	LCMS Lake City Middle School
48	66	93	\$	BES, LCES	LCMS, ACHS	NES Norris Elementary School
50	66	69	\$	BES, LCES	LCMS, ACHS	NMS Norris Middle School
51	78	64	\$	CES	CMS, CHS	NWES Norwood Elementary School
52	66	76	\$	FES, NMS	ACHS	NWMS Norwood Middle School
54	78	70	\$	AES, NMS	ACHS	
62	72	30	\$	NWES, NWMS		
63	66	33	\$	AES, NMS		
64	78	65	\$	CES	CMS, CHS	

Bus Route #	Bus Capacity	Total Route Miles *	Cost Per Year	1st Run Schools	2nd Run Schools	Legend
65	78	50	\$	CES	CMS, CHS	ACHS Anderson County High School
66	66	36	\$	BES, LCMS		AES Andersonville Elementary School
74	72	64	\$	GOES	CMS, CHS	BES Briceville Elementary School
75	66	57	\$	LCES, LCMS	ACHS	CES Clinton Elementary School
76	78	34	\$	NWES, NWMS	GOES, CHS	CMS Clinton Middle School
77	66	33	\$	LCES, LCMS		CHS Clinton High School
80	66	51	\$	LCES, LCMS	ACHS	CRCS Clinch River Community School
81	78	56	\$	FES, NMS, ACHS		DVES Dutch Valley Elementary School
82	66	66	\$	FES,NMS	ACHS	FES Fairview Elementary School
						GOES Grand Oaks Elementary School
47 TOTAL ROUTES						LCES Lake City Elementary School
						LCMS Lake City Middle School
						NES Norris Elementary School
						NMS Norris Middle School
						NWES Norwood Elementary School
						NWMS Norwood Middle School
ANDERSON COUNTY CAREER & TECHNICAL BUS RUNS						
CTE Run	66	12	\$	(1 Round Trip	CRCS/CHS	CTE Career & Technical Education
CTE Run	78	12	\$	(1 Round Trip	CHS/ACCTC	**Number of runs depends on student
* Total Route Miles Calculated <i>ONLY</i> while students are on the bus						enrollment

SIGNATURE

It is Anderson County's intent to request a four (4) year contract with an option to renew for four (4) additional years, at one (1) year increments.

Company Name

Date

Bid Representative (Please Print)

Signature

Street Address

City, State Zip

() _____
Phone Number

() _____
Fax Number

E-mail Address

EXHIBIT B
SCHOOL START TIMES
2016 - 2017 SCHOOL YEAR

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

SCHOOL BUS CONTRACT

REGULAR TRANSPORTATION PROGRAM

Contractor:

Phone No.:

Route No.:

Contract Period:

Minimum Capacity:

Amount:

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

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

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

4683 SCHOOL BUS CONTRACTOR ROUTES CONTRACT

WITNESSETH

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

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

4683 SCHOOL BUS CONTRACTOR ROUTES CONTRACT

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

- E. The base contract amount (excluding fuel) shall be adjusted annually as of the commencement of each school year. The Board shall calculate the adjustment for each school year based upon the "Revised Consumer Price Index" set forth by the United State Department of Labor. The base index shall be January of the previous school year, and the corresponding index for the successive January shall be the current index. The percentage of increase as bid in the base contract shall be the adjustment required over the base contract price. At no time shall a decrease in the CPI operate to decrease the original contract as bid.
- F. Bids should be based on a base diesel cost of \$2.17 per gallon. The Board will meet with each contractor separately on a quarterly basis to adjust fuel payments. For each \$0.15 increase in cost Anderson County will pay an additional \$0.05 cents per mile. Should diesel prices increase \$0.50 or more prior to the quarterly meeting, the Board will meet with the contractor to make an immediate adjustment. Said adjustment will be considered in the quarterly figures. Adjustment meetings will be scheduled the first business day in July, October, January and April.
- G. All replacement buses must be Type I, and all replacements must be no older than five (5) years, unless such requirements are waived by the Board, for good cause shown. Said bus chassis and body must conform to the rules and regulations of the State Board of Education and comply with all laws and regulations of the State of Tennessee. Maximum age allowed for a school bus operating in Anderson County is eighteen (18) years from the build date.
- H. All buses used to transport Anderson County School students will be equipped with a minimum of 1 (one) video/audio surveillance camera located at the front of the bus. The camera will cover both the driver and students on the bus. Said video will be available upon request by school administrators but will never be shown by the contractor or his/her agent outside school controls. (Including to parents)
- I. Liability insurance coverage on each bus shall be no less than the minimum required by State law, and shall be provided by and at the expense of the contractor. Contractors transporting students across state lines must carry the minimum insurance for that process. Failure to carry appropriate insurance as contained herein shall be cause for immediate termination of this contract. The Board shall be named as an additional insured party on all such policies, and shall be provide with copies on such policies and certificate of insurance indicating that such insurance is in full force and effect at all times material hereto. The insurer shall be required

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to give sixty (60) days written notice to the Board prior to cancellation of the contract of liability insurance required herein. Said mandatory notice of cancellation obligation of insurer **shall** be evidenced by written instrument amendment or other provision in insurance contract.

- J. It is understood and agreed by the Contractor that officials of the State of Tennessee shall conduct one or more bus inspections each year, buses shall meet all state guidelines and that no bus shall ever be used by a Contractor which fails the State Bus Inspection. The inspection clause is meant to include both used and new buses. All buses must display a current state inspection sticker before transporting students. Age of bus shall be governed by the body build date not put into service date.
- K. All drivers used by Contractor in carrying out this contract shall be required to take a driver training program under the supervision of the State Department of Safety, or an equivalent course of training as may from time to time be prescribed by the State Department of Education. All drivers shall have a current school bus endorsed CDL. Driver information packets will be required each year to include front and back photo of CDL, driver information sheet, copy of TN Official Driving Record report, current medical clearance, and background check to be filed in HR. If at any time the Director of Transportation determines a driver to be disqualified, he/she will not transport Anderson County students.
- L. Contractor shall bear the cost of all maintenance, repair or replacement of any equipment or any school buses used by the Contractor in the carrying out of a contract, and it shall be the responsibility of the Contractor to provide a location for the maintenance, off season storage and after hours parking of school buses. (If a bus or buses are allowed to be parked on a school campus by the principal the contractor will assume all liability for their property.)
- M. Contractors will provide parking and maintenance facilities within Anderson County and will continue to hold such site throughout the extent of the contract. All buses, parking, and maintenance facilities will be available for inspection by the Director of Transportation 30 days prior to the first day of school.
- N. It is specifically understood and agreed that the Board and the Contractor must and shall abide by any and all federal, state, or local laws, rules and regulations, including such policies as may be enacted from time to time by the Anderson County Board of Education. Such statutes, rules and regulations of the federal government, the State of Tennessee, and the Board are incorporated herein by reference as if the same is set out verbatim, and if the statutes, rules and regulations should conflict with these terms, then it is understood that this contract shall be deemed

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modified to conform to such statutes, rules and regulations. Additionally, it is understood that strict adherence is required to the provisions of any and all contracts the Board may award for a bus route, including, but not limited to, starting points, destinations and times of departure and arrival, as necessary to adequately fulfill this agreement. For violations of or failure to adequately fulfill a contract, the Board may, within its sole discretion, terminate said contract. If the Board chooses not to terminate this contract, this shall not constitute a waiver of the Board's right to terminate for subsequent violations of or for failure to adequately fulfill the contract.

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

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to the Contractor within fifteen (15) days prior to the hearing. Should the charges against the Contractor be dismissed after due process the contracted funds will be paid as agreed upon.

- S. It is understood and expressly agreed by the parties to this contract that the Contractor shall be an independent Contractor for all purposes, and the contractor assumes all liability related to the operation of school buses, transportation of students and performance under this contract. In no event shall the Contractor or the Contractor's employees be deemed an agent, servant, or employee of the School Board.
- T. If during the term of this contract, as a result of inclement weather or for any other reason, the Director of Schools should cancel school for a particular day or a particular period of time, every effort will be made to notify the Contractor as soon as possible.
- U. Only students currently enrolled in Anderson County Schools, school system employees or contractor staff will be transported while bus is under system contract unless otherwise agreed upon by the Board.
- V. **Release:** Contractor hereby agrees to indemnify, release and hold Anderson County and the Board of Education harmless from and against any and all claims, lawsuits, or the like associated with Board's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.
- W. **Default:** In the event of default by the Contractor hereto, the County or Board may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.
- X. **No Oral Modification:** No modifications, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.
- Y. **Waiver:** A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.
- Z. **Severability:** In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.
- AA. **Cancellation:** In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled

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by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

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

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

CONTRACTOR:

**ANDERSON COUNTY BOARD
OF EDUCATION:**

Signature Date

Director of Schools

Printed Name

Board of Education Chairman

Title

**ANDERSON COUNTY
GOVERNMENT:**

Name of Company

County Mayor

Address

Purchasing Director

City, State, Zip

Approved as to Legal Form

N. Jay Yeager
Anderson County Law Director