

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, TN 37421

Bid File 22-05
Chartered Coach Carrier Services for Student Field Trips

The following must be fully executed and/or included with invitation to bid for your bid to be acceptable:

- Bid document must be fully executed (signed and complete);
- Non-Collusion Affidavit and Drug Free Affidavit must be fully executed (signed and notarized);
- Driver Certification Form must be fully executed (drivers listed and signed by Owner, President or authorized Company Official);
- FMCSA Form must be fully executed;
- Addendum to Agreement must be complete (filled out and signed by vendor);
- **Bidders must provide proof of liability insurance with bid.**
 - **Minimum insurance requirements are as follows:**
 - **Workman's Compensation Insurance as required by applicable laws of the State of Tennessee**
 - **Commercial General Liability: Primary Coverage \$1,000,000 per occurrence**
 - **General Aggregate \$3,000,000 Products/Completed Operations \$1,000,000 per occurrence**
 - **Automobile Liability \$5,000,000 per occurrence (unless higher amount is required by DOT and/or FMCSA).**
 - **Bidders who fail to meet the minimum requirements will not be considered.**
 - **Successful Bidder must add the Hamilton County Department of Education as an additional named insured and loss payee by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement # for each additional named insured.**

Bids received without the above being fully executed and/or included will be considered Non-Responsive and your bid will not be considered.

Bids will not be accepted late – NO EXCEPTIONS

Bids must be submitted prior to 11:15 am. on April 12, 2021

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
March 2, 2021

Invitation to Bid

Chartered Coach Carrier Services for Student Field Trips

Sealed bids will be received addressed to the **Attention of: Denise Ellison, Hamilton County Department of Education**, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, **until 11:15 am**, on **April 12, 2021** at which time they will be opened and read publicly. Any bid received after the scheduled closing time for receipt of such bid will not be considered.

SECTION I GENERAL TERMS AND CONDITIONS

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

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

5. **Bid delivery:** HCS requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Procurement Department shall be the official record of the time. HCS is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
6. **Bid forms:** Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.

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

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

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

10. **Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples to be submitted by the bidder upon request.
11. **Negotiation** – Hamilton County Department of Education may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Bid shall contain the Proposer's best terms from a cost or price, experience and technical, and a service standpoint. Hamilton County Department of Education reserves the right to enter into negotiations with Proposers. If Hamilton County Department of Education and the selected Proposer cannot negotiate a successful agreement, Hamilton County Department of Education may terminate said negotiations and begin negotiations with the other Proposers. Hamilton County Department of Education retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all

Proposers have been rejected. No Proposer shall have any rights against Hamilton County Department of Education arising from such negotiations.

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

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

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

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

Continue with existing prices;

Submit a revised request for price increase;

Or not accept the renewal offer.

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

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

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

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

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

16. **INDEMNIFICATIONS/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless HCDE, the School Board, Administration, and their agents and employees from any and all suits, claims, actions or damages of any nature brought because of, arising out of, or related to the Contractor's performance under the terms of this contract, including the work of any sub-contractor, and without regard to any allegations of fault.
17. **INVOICES:** Will be returned for correction unless they contain the following information: Purchase Order Number; Item Numbers; Description of Item; Quantity; Unit Price; Extensions; and Total.
18. **NEW EQUIPMENT:** The vendor shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *NOTE: When the bid is for services, this item does not apply.*
19. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
20. **NON-CONFLICT STATEMENT:** Vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of HCS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connections with any goods provided or work contemplated or performed relative to the agreement.
21. **NON-DISCRIMINATION STATEMENT:** Supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.

22. **PAYMENT METHOD**- HCS utilizes two (2) methods of placing orders for products.

The first is the use of Purchase Orders. These Purchase Orders will be issued from HCS Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.

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

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

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

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

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

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

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

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

29. **TERMINATION FOR CONVENIENCE**: Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.

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

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

CERTIFICATE OF COMPLIANCE

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

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972
4. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

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

Instructions for Non-Collusion Affidavit

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

Non-Collusion Affidavit
(Attachment A)

State of _____ Contract/ Bid File 22-05

County of _____

I state that I am _____ of _____
(Title) (Name of Firm)

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

I state that:

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

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

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

(Signature and Company Position)

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

NOTARY PUBLIC
My Commission Expires:

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

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

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

Certification Requirements.

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

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

CERTIFICATION:

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

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

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

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Drug-Free Workplace Affidavit Requirements

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

Certification of Compliance with Tennessee Public Chapter # 587

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

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

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

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

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

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

CHARTER COACH SERVICES

CONTRACT CERTIFICATION

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

1. **Code of Conduct.** The Provider agrees to adopt, implement and enforce a code of conduct for its drivers' services that conform to the Hamilton County Department of Education's expectations to include, but are not limited to, punctuality, responsibility, dress, grooming, courtesy, and decorum around students and staff.
2. **Independent Contractor** Contractor shall acknowledge that it, and its employees serve as independent contractors and that the Hamilton County Department of Education shall not be responsible for any payment, insurance or incurred liability.

HAMILTON COUNTY DEPARTMENT OF EDUCATION

MINIMUM ACCEPTABLE CRITERIA:

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

- Must be properly licensed by the Tennessee Department of Transportation and/or Federal Motor Carrier Safety Administration (FMCSA) to transport students and Hamilton County Department of Education personnel;
- Must possess a valid commercial driver's license properly endorsed to transport students and Hamilton County Department of Education personnel.

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

- Who has been convicted of driving a commercial motor vehicle under the influence of alcohol with a blood alcohol concentration of .04 or greater, or under the influence of any other controlled substance, or who has been convicted of driving a non-commercial motor vehicle with blood alcohol concentration of .08 or greater within the last ten years;
- Who has been convicted of leaving the scene of an accident while operating either a commercial motor vehicle or a non-commercial motor vehicle within the last ten years;
- Who has been convicted of operating a commercial motor vehicle or non-commercial motor vehicle during the commission of a felony, including a controlled substance felony;
- Who has been convicted of committing two or more serious moving violations within the past ten years involving a commercial or non-commercial motor vehicle. Serious traffic violations are defined as:
 1. Excessive speeding involving any single offense for any speed of fifteen miles per hour or more above the posted limit;
 2. Reckless driving, as defined by state or local law or regulation, including but not limited to offenses of driving a commercial motor vehicle in willful or wanton disregard for the safety of persons or property;
 3. Improper or erratic traffic lane changes;
 4. Following the vehicle ahead too closely; or
 5. A violation arising in connection with a fatal accident, of state or local law relating to a motor vehicle traffic control (other than a parking violation).
 6. use of a hand held mobile telephone while driving
 7. Texting while driving.
- Who is listed in the Sexual Offender Data Base of any state.

HAMILTON COUNTY DEPARTMENT OF EDUCATION

COMPLIANCE

Bidder and vendor(s) shall provide the following written annual certifications showing that:

- The company is properly licensed by the Tennessee Department of Transportation and/or the FMCSA to transport personnel;
- All drivers, whether employed or leased, possess a valid commercial driver's license with a passenger endorsement and have not violated any of the criteria outlined above;
- Any driver who does not meet these minimum criteria will not be permitted to transport Hamilton County Department of Education students; and,
- Any driver whose commercial driver's license is suspended and/or revoked will immediately be reclassified as an ineligible driver for the Hamilton County Department of Education and any of its schools.
- All vehicles used for transporting students must meet current Federal Motor Vehicle Safety Standards (FMVSS)
- Driver has no history of habitual or serious traffic violations on his/her driving record
- Each bus meets all United States Department of Transportation (DOT) and Tennessee Department of Transportation (TDOT) regulations and safety guidelines
- Any school bus must be inspected by the Tennessee Department of Safety and conform to all applicable state laws for school bus transportation.
- Company has a **satisfactory** carrier safety rating by the FMCSA.

Bidder and vendor certifications shall be provided to the Hamilton County Board of Education and the Hamilton County Department of Education as directed by the Superintendent and Board. Certification shall be submitted in the form and manner as required by the Superintendent and Board.

SUSPENSIONS/LOSS OF LICENSE

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

SAFETY RATING

Any vendor or Bidder or Provider whose carrier safety rating is downgraded from Satisfactory by the FMCSA shall immediately notify the Purchasing Director for Hamilton County Department of Education of the downgrade and shall not transport students until a carrier safety rating of Satisfactory is obtained from the FMCSA and the Hamilton County Board of Education approves vendor to transport students for the Hamilton County Department of Education.

SUBLETTING OF SERVICES

Bidder or Vendor shall not sublet any trip to another company or contractor without written approval by Hamilton County Department of Education.

HAMILTON COUNTY DEPARTMENT OF EDUCATION

WHEREFORE, on behalf of _____, the

Provider, I attest that I have Provider's authority to bind Provider to this contract certification. I have read this contract certification and have accepted its terms as a condition for bidding for the opportunity to provide charter coach services to the Hamilton County Department of Education and as a condition precedent to providing these services. I do hereby certify on behalf of the Provider that the Provider has complied or will comply with the Hamilton County Department of Education's employment requirements, and drivers listed meet minimum acceptable criteria as defined by the Hamilton County Department of Education. Further, Provider agrees to provide only drivers approved by the Hamilton County Board of Education to transport students on student field trips.

DRIVERS: (Please list alphabetically in descending order by last name first)

Signature: _____

Title: _____

Employer: _____

HAMILTON COUNTY DEPARTMENT OF EDUCATION

The Provider receiving Hamilton County Board of Education approval to transport students of Hamilton County Schools to selected locations on a contracted basis agree(s) to the following:

- (1) Provider is responsible for providing FMCSA approved buses. The Hamilton County Board of Education and the Hamilton County Department of Education reserves the right to audit vehicles and/or records at any time during contract period.
- (2) No more than FMCSA maximum capacity per bus will be transported.
- (3) In the event of mechanical failure of a bus or buses, carrier is responsible for replacement transportation on a timely basis, (i.e., to insure that destination is reached according to schedule).
 - (a) In the event that a bus experiences mechanical failure resulting in the students on that bus, being forced onto remaining buses for remaining trip or portion of trip, Provider will be paid only for mileage traveled by that bus to the point of mechanical failure and/or:
 - (b) In the event that mechanical failure results in a bus from an alternate carrier being engaged for the remainder of the trip,
 - 1) The provider will bear full cost of replacement transportation.
 - 2) The provider will reimburse the school for all transportation costs over the agreed contract.
- (4) In the event that, for any reason, the approved driver provided by the vendor cannot complete the trip, provider will provide an approved replacement driver at no additional cost.
- (5) All providers must accept a purchase order from schools and other locations within the School System. Payment to be made after services provided and receipt of invoice. Advance payments shall not be made.

HAMILTON COUNTY DEPARTMENT OF EDUCATION

Insurance:

Bidders must provide proof of liability insurance with bid.

Minimum insurance requirements are as follows:

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

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

General Aggregate \$3,000,000 Products/Completed Operations \$1,000,000 per occurrence

Automobile Liability \$5,000,000 per occurrence (unless higher amount is required by DOT and/or FMCSA).

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

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

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

PAYMENTS WILL BE MADE PAYABLE TO THE VENDOR'S BUSINESS NAME ONLY. PAYMENTS WILL NOT BE MADE PAYABLE TO INDIVIDUAL DRIVERS. BID FORM(S), NON-COLLUSION AFFIDAVIT, DRIVER CERTIFICATION FORM AND CERTIFICATE OF INSURANCE MUST BE EXECUTED IN THE VENDOR'S BUSINESS NAME ONLY.

HAMILTON COUNTY DEPARTMENT OF EDUCATION

- 1 How long has year company been in Motor Coach Charters? _____
- 2 What is the company's FMCSA Number? _____
- 3 What is the company safety rating from the *FMCSA? _____
- 4 What is the company procedure for on-road breakdowns? _____

5. Is the equipment available for inspection prior to booking? _____
- 6 Do the drivers perform the **DOT recommended pre-inspection on the motor coaches before each trip? _____
- 7 How does company handle driver issues in which more than ten hours of driving is required? _____
- 8 Summarize your company's maintenance program, your maintenance personnel qualification requirements and your vehicle inspection program _____

9. List three references (include address and telephone number)
 1. _____

 2. _____

 3. _____

*FMCSA (Federal Motor Carrier Safety Administration)
**DOT (Department of Transportation)

10. By affixing my initials to each of the following Federal Motor Carrier Safety Regulations listed below, I certify that my company meets all safety requirements of the Federal Motor Carrier Administration:

Federal Motor Carrier Safety Regulations

Initial

Controlled Substance and Alcohol Use and Training	_____
Commercial Driver’s License Standards: Requirements and Penalties	_____
Minimum Level of Financial Responsibility for Motor Carriers	_____
Federal Motor Carrier Safety Regulations: General	_____
Qualifications of Drivers	_____
Driving of Commercial Motor Vehicles	_____
Parts and Accessories for Safe Operation	_____
Hours of Service of Drivers	_____
Inspection, Repair and Maintenance	_____

Bidder _____
Company Name

HAMILTON COUNTY DEPARTMENT OF EDUCATION
Chattanooga, Tennessee 37421
March 2, 2021

Bid Form

Section III Chartered Coach Carrier Services for Student Field Trips

Contract Period: 7/1/21-6/30/22

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

13. Pricing:

Item Description	28-33 Passengers	46-47 Passengers	Other Passenger Size (____) Bus
Cost Per Mile Round Trip	\$	\$	\$
Cost for Regular Day Trips- Round Trip (12 Hour Minimum)	\$	\$	\$

Rates for Short Trips

Item Description	Cost Per Hour	Minimum Hours	Cost for each Additional Hour
28-33 Passenger	\$		\$
46-47 Passenger	\$		\$
55-57 Passenger	\$		\$
Other Size of Passenger Bus : (____) Passengers	\$		\$

Students to be picked up and returned to individual schools.

If your rate schedule is not applicable to this bid form, attach your schedule/rates.

Please include name and signature on your schedule/rate document.

Please submit your rates for transporting students during the 2021-2022 school year on various field trips to different destinations.

ADDENDUM TO AGREEMENT

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

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

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

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

Superintendent
Hamilton County Department of Education

Authorized Representative

Company

Date

Date



Vendor Information Form

Please complete all of the following information, where applicable:

Tax ID # (FEIN or SSN): _____

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

Tax Exempt

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

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

Mailing address: _____

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

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

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

Company / Firm's website address: _____

Payment address (if different from address above): _____

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

Payment Terms: _____ % discount Net 15 days / Net 30 Days or Net 30 Days

Separate Checks: () Yes or () No Accept Purchasing Card (i.e. VISA): () Yes or () No

Business E-mail address (for Accounts Payable): _____

Bank Name: _____ Bank Address: _____

Account Name: _____ Banking Info: Account #: _____

Checking/Savings _____ Routing and transit # (Via ACH): _____

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

If yes, please specify employment dates: _____

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

For Accounting Use Only:

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

Vendor Type: ____ V – Standard ____ I – Payroll ____ C – Consultant/Channel Partners

____ Vendor Change (Provide changes below, where applicable)

Vendor #: _____ Date received by Accounting: _____

Authorized Signature: _____ Date completed: _____

