

**BID NUMBER: 0021**

**BID TITLE: DISTRICT 13 TRANSPORTATION SERVICES**

**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. Union County will not be responsible for any lost or misdirected mail.**



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**UNION COUNTY FINANCE DEPARTMENT  
300 MAIN STREET  
MAYNARDVILLE, TN 37807  
[purchasing@unioncountyttn.org](mailto:purchasing@unioncountyttn.org)  
(865) 658-3400 Phone  
(865) 392-7428 Fax**

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## **BID NOTICE**

Union County Board of Education is currently accepting bids for District 13 transportation services. Bid packet of detailed specifications and /or requirements may be obtained by email to [purchasing@unioncountyttn.org](mailto:purchasing@unioncountyttn.org).

Sealed bids must be submitted to Union County Finance Office, 300 Main Street, Maynardville, TN 37807 ATTN: Bid 0021-13<sup>TH</sup> BUS. Bids will be accepted until 3:00 p.m. June 15, 2015 at the Finance Office location. Bids will be opened immediately following the close of the bids. Union County reserves the right to reject any and all bids.

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## **INVITATION TO BID (Formal)**

Date Issued 06/01/2015

Bids will be received until 3:00 p.m., June 15, 2015

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

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

**THERE WILL BE A PRE-BID MEETING CONDUCTED ON**

Tuesday, June 9, 2015 at 2:00 p.m. at the Board of Education Central Office located at 3006 Maynardville Hwy, Maynardville, TN 37807

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

## PURPOSE/OBJECTIVE

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

## INQUIRIES

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

## METHOD OF SOURCE

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

## CONTRACTOR RESPONSIBILITIES

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

## SIGNING OF PROPOSALS

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

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

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

## NON DISCRIMINATION AND NON-CONFLICT OF INTEREST STATEMENT

Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in employment. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

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

## ALTERATIONS OR AMENDMENTS

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

## APPROPRIATION

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

## ASSIGNMENT

Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of Union County Schools Director of Schools, as specified in Union County Board of Education Policy Manual Section 3.405.

## COMPLIANCE WITH ALL LAWS

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

## CRIMINAL HISTORY CHECK

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

## INDEPENDENT CONTRACTOR

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

## RIGHT TO INSPECT

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

## CONTRACT EXECUTION

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

## DRIVER SUSPENSION

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

## INSTRUCTIONS FOR PROPOSAL

### COMPLIANCE WITH THE RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification. Vendors may submit a proposal on individual routes or multiple routes up to a maximum of 6 routes per vendor. Route information is outlined on the Routing Price Spreadsheet.

### PROPOSAL SUBMISSION

Vendors must submit the following:

- One original and one complete copy of their proposal to include Insurance and Background Compliance
- School Bus Contractor Route Price Spreadsheet.
- Information for Evaluation of Points System
- Signed Assurance Statement

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

### EVALUATION OF PROPOSALS (PROCEDURE)

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

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

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

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

### REJECTION OF PROPOSALS

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

### ACCEPTANCE OF PROPOSALS

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

### PROPOSAL EVALUATION AND POINTS

Proposals will be evaluated by at least three (3) employees of Union County. Documents may also be examined by other agencies and consultants of the Government.

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

1) **Vendor Buses and Maintenance Facilities** 15 points

Vendors must meet all contractual and state requirements for equipment. Vendors must provide valid proof of successful state bus inspection before signing contract. Vendors must provide information on available resources, including description of vehicles, insurance, and maintenance facilities.

2) **Vendor Experience** 30 points

- Three references are required with each proposal. (Include Name, Phone Number, and Email) A written statement from each reference must be submitted. 15 points
- Has the Vendor provided satisfactory previous service to Union County Schools? 15 points

3) **Vendor Communications Plan** 15 points

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

4) **Proposed Cost** 40 points

Union County Schools expects to contract for these services for up to four (4) years of service, including all costs of transportation. Cost information will be gathered and judged from the Route Sheets provided.

Package Summary returned to Union County Finance Office

**Vendor Buses and Maintenance Facilities – 15 points**

Documents required:

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

Proof of active insurance

Description of Maintenance Facilities

**Vendor Experience/Ability - 30 points**

Documents required:

Three references

Previous successful contracts with Union County Schools

**Communication Plan -15 points**

Documents required:

Written outline of communication plan

**Proposed Cost -40 points**

Documents required:

School Bus Routes Price Spreadsheet

Background Results for contractor employees

Signed Assurance Sheet

## ASSURANCES

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

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

### NON DISCRIMINATION AND NON-CONFLICT OF INTEREST STATEMENT

Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in employment. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor must comply with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor shall not engage in any illegal employment practices.

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

### CRIMINAL HISTORY CHECK

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

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

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Signature

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Date

## SECTION 1 GENERAL TERMS AND CONDITIONS

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

### **1.2 PROOF OF FINANCIAL AND BUSINESS**

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

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

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

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

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

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

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

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

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

**SECTION 2. REQUEST FOR PROPOSAL INFORMATION**

- 2.1 I acknowledge the receipt of:  
(Please write "Yes" if you received)  
Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_
- 2.2 Payment terms \_\_\_\_\_.
- 2.3 Proposal Pricing will remain stable \_\_\_\_\_ days from bid opening.

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

Please indicate approval of the Cooperative Purchasing Agreement. \_\_\_\_\_ Yes \_\_\_\_\_ No

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

Union County Business License \_\_\_\_\_ (Yes or No)

Business License in State of Tennessee \_\_\_\_\_ (Yes or No)

If so, Which County \_\_\_\_\_

**SECTION 3. VENDOR INFORMATION**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Contact Person (*Please Print*)

\_\_\_\_\_  
E-Mail Address

Taxpayer Identification Number: Social Security, Employer Identification Number:  
\_\_\_\_\_

\_\_\_\_\_  
Authorizing Signature

**(Please sign original in blue ink)**

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

# SCHOOL BUS TRANSPORTATION

<b>SECTION 4. INSURANCE REQUIREMENT CHECKLIST</b>
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The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker’s Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Union County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

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

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

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

### Bidders Statement and Certification

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

\_\_\_\_\_  
**Vendor Name**  
 \_\_\_\_\_  
**Bid Representative Name (Please Print)**

\_\_\_\_\_  
**Authorized Signature**  
 \_\_\_\_\_  
**Date**

# BACKGROUND CHECK COMPLIANCE FORM

## UNION COUNTY GOVERNMENT

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

<b>BID NUMBER</b> <b>0021</b>	<b>CONTRACT NUMBER</b> _____
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**BACKGROUND CHECKS** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

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

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

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

Company or Individuals (Name)	Address
City, State, Zip Code	Telephone Number (        )
Contractor License Number (If Applicable)	

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

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date** \_\_\_\_\_

(Please Print Clearly)

(Month, Day, Year)

### INTERNAL OFFICE USE ONLY

Notes \_\_\_\_\_  
 \_\_\_\_\_

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

(To be submitted with bid by contractor)

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

Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

\_\_\_\_\_  
President or Principal Officer For:

\_\_\_\_\_  
Name of Company

STATE OF TENNESSEE }  
COUNTY OF            }

Subscribed and sworn before me by \_\_\_\_\_,  
President or principal officer of \_\_\_\_\_,  
On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_ Notary Public My Commission

My Commission expires: \_\_\_\_\_