



ADVERTISEMENT DATE: **MAY 3, 2023**

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 498-7030
INVITATION TO BID (ITB)**

BID 24-21, ALTERNATE TRANSPORTATION SERVICES

Sealed envelopes containing bids must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. Proposers must submit and mark an “original” bid, one “copy”, and one “USB Flash Drive” in one (1) sealed envelope. Bid documents may be secured from the Procurement Department at the above address and on our website at www.hcde.org via vendor registry. Bids received shall be opened by the Purchasing Department at the time and place designated in the Solicitation and/or associated addenda. The opening for the ITB shall be open to the public.

Bids must be received in the Purchasing Department prior to the designated time for opening. Bids received after the designated time of opening will be considered late and shall be considered Non-Responsive.

SOLICITATION NUMBER & TITLE	BID 24-21, ALTERNATE TRANSPORTATION SERVICES
OPENING/DUE DATE & TIME	MAY 24, 2023 11:00AM
LOCATION	3074 Hickory Valley Road, Chattanooga, Tennessee 37421
PROCUREMENT CONTACT	Debbie Jackson
PHONE	423-498-7030
EMAIL	DOE_Purchasing@HCDE.Org
PRE-SOLICITATION MEETING	No
TYPE	N/A
DATE & TIME	N/A
LOCATION	N/A

BIDDER NAME _____

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

INVITATION TO BID (ITB)

BID 24-21, ALTERNATE TRANSPORTATION SERVICES

Sealed bids will be received addressed to the **Attention of: Purchasing Department, Hamilton County Department of Education**, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, **until 11:00AM, on MAY 24, 2023**. Any bid received after the scheduled closing time for receipt of such bid will be considered late and shall be considered Non-Responsive.

TERMS AND CONDITIONS

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.

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 words terms, quote, bid, proposal are 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.
 - a. 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.
 - a. 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. **Cooperation with Other Service Providers:** If HCS undertakes or awards other contracts for additional related work, the Service Provider shall fully cooperate with such other Service Providers and HCS employees, and carefully fit its own work to such additional work as may be directed by HCS. The Service Provider shall not commit or permit any act which will interfere with the performance of work by any other Service Provider or County employees.

11. **Withdrawal** - Withdrawal of an inadvertent or erroneous bid or proposal by the vendor (before or after opening) may be permitted, when the Purchasing Department determines it to be appropriate. For an unopened manually submitted bid or proposal in exclusive possession of HCS to be withdrawn, a written request for withdrawal must be submitted to the office of the HCS Purchasing Department by a duly authorized representative of the vendor. To take effect, such requests must be received prior to the time set for the opening. A successfully withdrawn submission may be replaced with another sealed bid / proposal if it is received prior to the time set for the opening. In all cases, determination of bid / proposal receipt will be solely governed by the clock-in time as determined by a clock or timepiece designated by the Purchasing Department. No other clock or timepiece will have any bearing on determining whether or not the bid / proposal has been received prior to the time set for the opening. Electronic bids / proposals are available to be withdrawn by the vendor until the specified opening. An apparent successful bidder alleging a material mistake may be allowed to withdraw their Bid at the option of HCS.

12. **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.

13. **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 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.

14. **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.
15. **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.
16. **Tax Exemption** - Hamilton County Board of Education is a tax exempt entity/organization and will only pay those taxes for which it is obligated. Hamilton County Board of Education can provide a Government Certificate of Exemption for purchases where the entity's tax exemption may apply. All bidders should include in their bids, all sales and use tax which they are obligated to pay when making purchases for material or sub-contractor services. Sales and Use Tax shall be omitted when requesting pricing related to only equipment, supplies, product or equivalent purchases where the Certificate of Exemption for would exempt Hamilton County Board of Education from paying such taxes.
17. **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.
18. **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).
 - a. 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.
19. **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
20. **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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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*.
26. **TN Department Of Revenue Requirements**: Any awarded Vendor must be registered with the Department of Revenue for the collection of Tennessee sales and use tax.
27. **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.
28. **Pricing**: Vendors are to quote a firm fixed price or discount for the term of the contract; inclusive of any renewals. Upon notice of request for renewal, or in the event of significant industry wide market changes, 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.
- a. 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.
 - b. All orders are to be quoted F.O.B. destination.
29. **Quantities**- HCS does not guarantee any quantities of items to be purchased. We will buy these items on an as-needed basis.
30. **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

31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **Code Of Ethics:** all suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
37. **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.
38. **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.
39. **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.
40. **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.
41. **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.

- 42. **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.*
- 43. **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.
- 44. **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.
- 45. **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.
- 46. **Insurance Requirements:** The Vendor shall maintain the following minimum insurance requirements throughout the duration of the Agreement. HCS reserves the right to request additional documentation or additional policies be provided at its sole discretion and where deemed in its best interest. HCS in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities.

Vendor shall provide Worker's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based. Vendor shall add Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured. Complete copies of insurance policies must be provided, if requested. A failure to provide said documentation will be considered a contract breach and grounds for termination of contract or pending award recommendation.

Insurance Required	
Coverage	Amount
Workers Compensation	Statutory Limits of Tennessee
Employers Liability	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Auto (Truck) Liability	\$1,000,000 each occurrence

- 47. **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.
- 48. **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.*

49. **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.
50. **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.
51. **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.
52. **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.
- a. 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.
53. **Payment Terms**: HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.
54. **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.
55. **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.

56. **Right to Audit**: During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of HCS to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at

meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid/charged under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for seven (7) years from the date of payment under this Contract for inspection by HCS or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

57. **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.
58. **Severability:** If any provisions of these Rules or any application thereof to any person or under any circumstance is held to be invalid, such invalidity shall not affect the provisions or applications of these rules which can be given effect without the invalid provision or application, and to this end the provisions of these Rules are declared to be severable.
59. **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.
60. **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.
61. **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.
62. **Terms and Conditions:** In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
63. **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.
64. **Waiving of Informalities:** HCS reserves the right to waive minor informalities or technicalities when it is in the best interest of HCS.
65. **Governing Law/Jurisdiction:** **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. 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 submission of a proposal and acceptance of a Purchase Order or Contract, Vendor hereby agrees to adhere to Governing Law/Jurisdiction requirements as described herein.**

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.

SPECIAL CONDITIONS**1.0 CONTRACT PERIOD**

1.1 T The Vendor shall be responsible for furnishing and delivery to the HCS requesting Departments(s) the commodity or services described herein on an “as-needed basis” for one (1) two-year (2) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed two (2) years. The increments of renewal shall be at the sole discretion of HCS as deemed in its best interest. Total contract period available shall be four (4) Years.

1.2 The Contract Period is expected to begin July 1, 2023 or soon thereafter.

2.0 MASTER CONTRACT NOTICE

2.1 This is a “Master” contract, which is not for any specific project or need. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order (PO), by the requesting department. The requesting department reserves the right to provide additional project/order clarification details with the issuance of and within or attached to each PO. Such items shall be minor in nature such as providing for service completion dates, delivery locations, delivery and working hours, number of units, contact information, etc.

3.0 FUNDING NOTICE AND DAVIS BACON NOTICE:

3.1 As a notice to all Vendors, this solicitation and its associated Agreement may be funded in whole or in part with Federal funds in addition to general funds of the agency. Where federal funding is utilized the federal provisions as provided within the Federal Notice & Provisions of this Agreement shall apply. Notice of application of federal funding may be given by HCS authorized Project Manager/Ordering Contact and may be notated on applicable Purchase Order where known in advance. When funding is not clear it shall be the responsibility of the Vendor to clarify with the HCS authorized Project Manager.

4.0 AWARD

4.1 It is HCS’s intent to award to multiple / a library of Vendors that are responsive, responsible, and meet the requirements and specifications as stated herein. This will allow departments and divisions to use the Vendor that has the needed products/services that best supports the department’s need.

4.2 HCS reserves the right to solicit for large projects or purchases outside of this Agreement where deemed in its best interest.

4.3 HCS reserves the right to award this contract to one or more vendors. This shall not be considered an exclusive contract. No work is guaranteed.

SCOPE OF SERVICES

BID 24-21, ALTERNATE TRANSPORTATION SERVICES

1.0 SUMMARY OF SCOPE

1.1 Hamilton County Schools (HCS) seeks to contract with a qualified, experienced, and professional Vendor to provide alternate transportation services which include, but are not limited to student transportation for ESL/ESOL/ELL, McKinney-Vento students, Homeless students, Special Education students, Rural location students, ESSA foster care, or other similar alternate transportation needs.

1.2 Services under this Agreement may include but are not limited to regular to and from school transportation and in-county extracurricular event.

2.0 DETAILED SCOPE OF SERVICES & CONTRACT CERTIFICATIONS

2.1 The services and products provided by the Vendor shall include, but not be limited to the following provisions:

2.1.1 Provide alternate transportation services which include, but are not limited to student transportation for McKinney-Vento students, Special Education students, Rural location students, or other similar alternate transportation needs.

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

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

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

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

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

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

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

- 2.1.5.3 **Wait Time Fee:** Only incurred when authorized by the district to wait for a student. Billed on an hourly basis in 15 minute increments.
- 2.1.5.4 **Monitor Fee:** Only Incurred when the District requests that the Vendor provide a student Monitor for the trip. School districts usually provide the student's Monitor. When the District provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Vendor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.
- 2.1.6 **Mileage charges** are based on driving distance calculations from a third-party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Vendor shall be responsible for plotting the routes collectively, and individually using Vendor's proprietary School Dispatch Software.
- 2.1.7 Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.
- 2.1.8 **Fuel Surcharge:** When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, If the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of East Coast
 - 2.1.8.1 Regular Gasoline Prices• (dollars per gallon)" on the following website:
 - 2.1.8.2 https://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_w.htm
- 2.1.9 **When Routes Change or Students are Added or Removed:** When It becomes necessary to change a route for any reason, Including adding or removing students, Vendor shall plot the revised or new route using Vendor's School Dispatch Software as described above in the most efficient manner based on the information known to Vendor at that time.
 - 2.1.9.1 Routes will be optimized from time to time as deemed necessary by Vendor or requested by the District. Routes will not be optimized more than once in a month.
 - 2.1.9.2 If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.
- 2.1.10 No passenger vans with capacity higher than 10 passengers are allowed to be used to transport students.**
- 2.1.11 PAYMENTS WILL BE MADE PAYABLE TO THE VENDOR'S BUSINESS NAME ONLY. PAYMENTS WILL NOT BE MADE PAYABLE TO INDIVIDUAL DRIVERS. BID FORM(S), NON-COLLUSION AFFIDAVIT, DRUG FREE AFFIDAVIT, CERTIFICATION OF COMPLIANCE WITH TN PUBLIC CHAPTER 587, AND CERTIFICATE OF INSURANCE MUST BE EXECUTED IN THE VENDOR'S BUSINESS NAME ONLY.**

- 2.2 **Vendor Services.** HCS may request, from time to time, that Vendor coordinate transportation services, which Vendor may agree to coordinate. To the extent accepted by Vendor, Vendor agrees to coordinate such transportation services and HCS agrees to pay Vendor in accordance with the provisions of this Agreement. Vendor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services".
- 2.3 **Vehicles.** As part of its Services and for the compensation set forth in this Agreement, Vendor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Vendor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.
- 2.4 **Criminal Background Check.** In as much as the drivers who will be providing transportation services to the Hamilton County Department of Education will necessarily be in close proximity to schoolchildren, the Vendor agrees to conduct criminal background checks on each driver it provides. The Vendor acknowledges that its covenant to investigate the background of drivers is a condition precedent to the Department of Education's willingness to utilize the Vendor's services.
- 2.5 **Drug-Free Employees.** The Vendor agrees to implement a drug-free workplace program and to test drivers it provides in accordance with the rules and regulations of the Federal Department of Transportation. The Vendor understands and agrees that its covenant to test drivers it provides for illegal drug usage is a condition precedent to the Department of Education's willingness to utilize the Vendor's services.
- 2.6 **Code of Conduct.** The Vendor 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.
- 2.7 **Indemnity Agreement.** The Vendor agrees to protect, hold harmless and defend the Hamilton County Department of Education and Hamilton County Board of Education against any and all allegations of wrong-doing by any of the drivers provided to the Hamilton County Department of Education by Vendor, but not specifically limited to, the Vendor's failure to conduct criminal background checks and/or its failure to comply with the Federal Department of Transportation's standards governing drug testing. The Vendor additionally agrees to indemnify the Hamilton County Department of Education and Hamilton County Board of Education and to hold it harmless against any and all claims, injuries or losses arising out of or related to the negligence of the drivers supplied by Vendor.
- 2.8 **Fees for Service.** Vendor shall be paid the agreed sum based on fees outlined in the BID/PROPOSAL FORM which is attached hereto and incorporated herein by this reference. Vendor shall invoice the HCS for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after HCS's receipt of Vendor's invoice for the provision of the Services for the relevant week. Any payment not received by Vendor within said thirty (30) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the Invoice until payment is actually received by Vendor.
- 2.9 **Vendor Personnel and Independent Contractor Drivers.** As part of its Services and for the compensation set forth in this Agreement, Vendor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Vendor to coordinate the Services. While Vendor may contract with Independent Vendor drivers who will provide actual transportation services for the HCS, Vendor shall at all times remain responsible

for the coordination of the Services under this Agreement. Vendor expressly represents and warrants to the HCS that it will contract with independent Vendor drivers that have obtained the necessary training and are properly licensed to perform the Services.

- 2.10 **Background Checks.** Because Vendor will be providing transportation services for school children, it is a requirement of Vendor's insurance that Vendor require and Vendor shall require each Vendor personnel or independent Vendor driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense Involving moral turpitude, including any sexual offense involving a child.
- 2.11 **Drug and Alcohol Testing.** Vendor only contracts with transportation Vendors who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Vendor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.
- 2.12 **Independent Contractor** In providing the management and logistical support necessary to coordinate the Services, Vendor shall be and act as an Independent Contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Vendor understands and agrees that as an independent Vendor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Vendor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state Income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any Interest, penalties or other sums due thereon and shall Indemnify, and hold the District, Its Board Members, Officers, employees and agents free and harmless therefrom.

3.0 MINIMUM PERFORMANCE & VENDOR OBLIGATIONS

- 3.1 Vendor providing vans/vehicles and/or drivers must meet the following minimum criteria, as appropriate, in order to be authorized to transport Hamilton County Department of Education students.
- 3.2 Vendor shall not provide the Hamilton County Department of Education, or any of its schools, with any driver:
 - a. Without valid driver license;
 - b. Who has been convicted of driving a motor vehicle under the influence of alcohol with a blood alcohol concentration of .08 or greater within the last ten years;
 - c. 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;
 - d. 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;
 - e. 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:
 - i. Excessive speeding involving any single offense for any speed of fifteen miles per hour or more above the posted limit;
 - ii. 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;
 - iii. Improper or erratic traffic lane changes;
 - iv. Following the vehicle ahead too closely; or

- v. 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).
- vi. use of a hand held mobile telephone while driving
- vii. Texting while driving.

f. Who is listed in the Sexual Offender Data Base of any state.

3.3 COMPLIANCE

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

3.4 SUSPENSIONS/LOSS OF LICENSE

- a. Where Vendor business license or license issued by the Tennessee Department of Transportation is suspended and/or revoked, Vendor 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 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.

3.5 NO SHOWS / LATE CANCELED TRIPS

- a. A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.
- b. Trips where a No-Show or Late Cancel occurs are billed at full trip charge.
- c. Possible District Protocols for No-Shows:
 - i. If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios could apply (as determined by the district):
 - 1. Single Rider Trips
 - a. If an AM single rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
 - i. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show
 - b. If the afternoon trip is cancelled within 2 hours of the scheduled pick up time, the district will not be billed for the afternoon trip.
 - 2. Multiple Rider Trips
 - a. The afternoon trip always remains scheduled.

- d. No-Show Reports
 - i. Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:
 - 1. Which students were no-shows that morning
 - 2. How many consecutive days/trips they have been a no-show
- e. The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.
- f. The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.
- g. Student Removal/ Student Cancellation:
 - i. Permanent Removal of Student from Route:
 - ii. Permanent removal of a student from a route requires District notification/approval
 - 1. The District sends an email stating that a student needs to be removed from a route until further notice.
- h. Impact:
 - i. Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.
- i. Billing:
 - i. Will only be affected if:
 - 1. Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
 - 2. The student was the only one on the route, therefore the route is cancelled.
- j. Cancellations/Temporary Removal:
 - i. Cancellation of a student from a route requires District notification/approval.
 - 1. A student is sick one day or will be going on vacation for a few days.
- k. Impact:
 - i. Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.
- l. Billing:
 - i. If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the district will be charged the normal trip rate.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
Chattanooga, Tennessee 37421
SOLICITATION RESPONSE & BID/PROPOSAL FORM

BID 24-21, ALTERNATE TRANSPORTATION SERVICES

- 1. Vendor Name _____
- 2. Vendor Address _____
- 3. City _____ State _____ Zip _____
- 4. Telephone Number _____ Fax Number _____
- 5. Contact Person _____
- 6. Contact Person's email address _____
- 7. By submission of this bid/proposal, each Vendor and each person signing on behalf of any Vendor 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 Vendor is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 8. Authorizing Signature _____
(Sign)
- 9. Authorizing Print Name & Title: _____
- 10. Vendor's Hamilton County Business License Number _____
(If Applicable) Attach A Copy Of The License.
- 11. I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____
- 12. Do you accept the Terms and Conditions of the solicitation/contract? Yes _____ No _____
- 13. May other Government Agencies in Tennessee purchase these products/services at the same prices as this bid/proposal? Yes _____ No _____
- 14. Will you accept E-commerce payments? Yes _____ No _____
- 15. Pricing: Complete following page Bid/Proposal Form

REMINDER:

All questions pertaining to this solicitation must be submitted electronically to doe_purchasing@hcde.org no later than **May 15, 2023** prior to the Opening/Due date designated herein. Failure to submit a question in the timeframe indicated above may result in the question going unanswered at the discretion of HCS.

An extension to the opening date does not guarantee an extension to the question deadline period. Such will be communicated in associated addendum posting.

It is the sole responsibility of the Vendor to ensure they receive/obtain all solicitation related documentation.



BID/PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: BID 24-21, ALTERNATE TRANSPORTATION SERVICES

Having carefully examined the Solicitation/Contract Documents, Vendor/Vendor proposes to furnish the Scope of Services as described herein and within all applicable proposal submission documents for the fee(s) as presented below.

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Solicitation/Contract Documents. All Unit Prices shall be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices shall prevail and the corrected extension(s) and total(s) will be considered the price.

HCS requests bids/proposals be submitted on bid/proposal forms provided by the HCS for this solicitation. Fee(s) submitted on other forms, other than those provided by the HCS, may be deemed Non-Responsive upon review by and at the sole discretion of the HCS Purchasing Office.

ALTERNATE TRANSPORTATION SERVICES

FEES PER SCHOOL YEAR

Item	Description	23-24	24-25	25-26	26-27
1	Trip Fee (Including first 15 miles)	\$	\$	\$	\$
2	Per Mile Fee (after the first 15 miles)	\$	\$	\$	\$
ADDITIONAL FEES (AS NEEDED)					
3	Wheelchair Fee (per student)	\$	\$	\$	\$
4	Carseat/Safety Vest (per student)	\$	\$	\$	\$
5	Wait Time Fee (per hour, billed in 15 min increments)	\$	\$	\$	\$
6	Monitor Fee (per hour, 2-hour minimum)	\$	\$	\$	\$
7	No Show or Late Cancellation	\$	\$	\$	\$

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, SubVendor, 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 _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I certify and acknowledge that I have reviewed and approved the release of this proposal/bid for HCS's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal/bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

**Drug-Free Workplace Requirements & Affidavit
TENNESSEE CODE ANNOTATED, § 50-9-113**

- (1) Each Vendor or SubVendor 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 Construction Vendor's Bid Form, and the Bid shall not be considered complete if said affidavit is not included, and the Bid shall be rejected as Non-Responsive. For all other product or service contracts submission of the affidavit is encouraged only.
- (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.

(To be submitted with bid by construction Vendor with 5 or more employees and encouraged for all others)

AFFIDAVIT

I _____, president or other principal

Officer of _____, swear or affirm that the
(Name of Company)

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

President of Principal Officer

For: _____

STATE OF TENNESSEE}
COUNTY OF _____}

Subscribed and sworn before me by _____, President or
principal officer of _____,

On this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

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.

**Non-Collusion Affidavit
(Attachment A)**

State of _____

County of _____

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

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

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Vendor, 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/Vendor 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/Vendor has been duly authorized to do so on behalf of the bidder/Vendor.

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

Company Name

Signature of Authorized Official

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or personally known, this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**Hamilton County Board of Education
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

The prospective participant / vendor certifies, by submission of this bid, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

Where the prospective participant / vendor is unable to certify to any of the statements in this Certification, such prospective participant / vendor shall attach an explanation to this bid.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature

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

Form 9



FUNDING NOTICE & PROVISIONS

NOTICE: the services being requested and the associated Agreement may be funded in whole or in part with Federal funds in addition to general funds of the agency. As such, the applicable federal provisions of Appendix II, supported and enforced by the 2 CFR Part 200.327, and provided within this Funding Notice & Provisions section shall apply to the Agreement and where/as applicable to the Work performed.

Consultant/Vendor/Vendor agrees, through signature and certification provided below, to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated herein and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or equivalent business relationships the Consultant/Vendor/Vendor creates to support the Consultant/Vendor/Vendor's servicing to HCS.

When the funding source or the applicability of any provision provided herein is not clear, it shall be the sole responsibility of the Consultant/Vendor/Vendor to clarify any such items with the HCS authorized Project Manager or Sponsoring Department prior to omitting or not performing any action or requirement.

Name & Address of Consultant/Vendor/Vendor

Name & Title of Submitting Authorized Official

Signature of Authorized Official

Date

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards and that all sub recipients shall certify and disclose accordingly to undersigned.

Name & Address of Consultant/Vendor/Vendor

Name & Title of Submitting Authorized Official

Signature of Authorized Official Date

Complete as applicable only.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input style="width: 100%;" type="text"/> * Street 1: <input style="width: 45%;" type="text"/> Street 2: <input style="width: 45%;" type="text"/> * City: <input style="width: 30%;" type="text"/> State: <input style="width: 30%;" type="text"/> Zip: <input style="width: 15%;" type="text"/> Congressional District, if known: <input style="width: 40%;" type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		
6. * Federal Department/Agency: <input style="width: 100%;" type="text"/>	7. * Federal Program Name/Description: <input style="width: 100%;" type="text"/> CFDA Number, if applicable: <input style="width: 40%;" type="text"/>	
8. Federal Action Number, if known: <input style="width: 100%;" type="text"/>	9. Award Amount, if known: \$ <input style="width: 60%;" type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix: <input style="width: 10%;" type="text"/> * First Name: <input style="width: 30%;" type="text"/> Middle Name: <input style="width: 30%;" type="text"/> * Last Name: <input style="width: 40%;" type="text"/> Suffix: <input style="width: 10%;" type="text"/> * Street 1: <input style="width: 45%;" type="text"/> Street 2: <input style="width: 45%;" type="text"/> * City: <input style="width: 30%;" type="text"/> State: <input style="width: 30%;" type="text"/> Zip: <input style="width: 15%;" type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix: <input style="width: 10%;" type="text"/> * First Name: <input style="width: 30%;" type="text"/> Middle Name: <input style="width: 30%;" type="text"/> * Last Name: <input style="width: 40%;" type="text"/> Suffix: <input style="width: 10%;" type="text"/> * Street 1: <input style="width: 45%;" type="text"/> Street 2: <input style="width: 45%;" type="text"/> * City: <input style="width: 30%;" type="text"/> State: <input style="width: 30%;" type="text"/> Zip: <input style="width: 15%;" type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: <input style="width: 100%;" type="text"/> * Name: Prefix: <input style="width: 10%;" type="text"/> * First Name: <input style="width: 30%;" type="text"/> Middle Name: <input style="width: 30%;" type="text"/> * Last Name: <input style="width: 40%;" type="text"/> Suffix: <input style="width: 10%;" type="text"/> Title: <input style="width: 30%;" type="text"/> Telephone No.: <input style="width: 30%;" type="text"/> Date: <input style="width: 20%;" type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the Consultant/Vendor/Vendor and submitted with HCS Procurements where applicable. Further, Consultant/Vendor/Vendor are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by HCS personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

HCS will not intentionally award HCS contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (“INA”).

HCS may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by HCS.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by HCS.

Name & Address of Consultant/Vendor/Vendor

Name & Title of Submitting Authorized Official

Signature of Authorized Official Date

FUNDING PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY:

1.1. During the performance of this contract, the Vendor agrees as follows:

- A. The Consultant/Vendor/Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant/Vendor/Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant/Vendor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Consultant/Vendor/Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Vendor/Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Consultant/Vendor/Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant/Vendor/Vendor's legal duty to furnish information.
- D. The Consultant/Vendor/Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant/Vendor/Vendor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Consultant/Vendor/Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Consultant/Vendor/Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Consultant/Vendor/Vendor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant/Vendor/Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Consultant/Vendor/Vendor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant/Vendor/Vendor. The Consultant/Vendor/Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant/Vendor/Vendor becomes involved in, or is threatened with, litigation with a sub-Consultant/Vendor/Vendor as a result of such direction, the Consultant/Vendor/Vendor may request the United States to enter into such litigation to protect the interests of the United States.

2. MAINTENANCE OF RECORDS:

2.1. The Consultant/Vendor/Vendor will keep and maintain adequate records and supporting documentation applicable to all

of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the Consultant/Vendor/Vendor for a minimum of seven (7) years from the date of termination of this agreement, or for such period is required by law.

- 2.2. Consultant/Vendor/Vendor shall provide, when requested, access by HCS, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant/Vendor/Vendor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 2.3. Consultant/Vendor/Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 2.4. Consultant/Vendor/Vendor agrees to provide the Grant Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
 - 2.5. Consultant/Vendor/Vendor shall retain all records associated with this Agreement for a period of no less than five (5) years after final payments and all other pending matters are closed.
 - 2.6. HCS and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as HCS deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Consultant/Vendor/Vendor and at the expense of HCS.
3. **DHS SEAL, LOGO, AND FLAGS**
 - 3.1. The Consultant/Vendor/Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Grant Agency pre-approval.
 4. **LOCAL VENDOR PREFERENCE EXCLUSION**
 - 4.1. Local Vendor Preference is not applicable to this Agreement and subsequent contract and/or purchase order(s).
 5. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS**
 - 5.1. This is an acknowledgment that Grant Agency financial assistance will be used only to fund the services requested. The Consultant/Vendor/Vendor will comply with all applicable federal law, regulations, executive orders, Grant Agency policies, procedures, and directives.
 6. **NO OBLIGATION BY THE FEDERAL GOVERNMENT**
 - 6.1. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant/Vendor/Vendor, or any other party pertaining to any matter resulting from the Agreement.
 7. **FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS**
 - 7.1. The Consultant/Vendor/Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant/Vendor/Vendors actions pertaining to this Agreement.
 8. **SUBCONTRACTS**
 - 8.1. The selected firm must require compliance with all federal requirements of all sub-Consultant/Vendor/Vendors performing work for Prime Consultant/Vendor/Vendor under this Agreement, by including these federal requirements in all contracts with sub-Consultant/Vendor/Vendors.
 9. **CONFLICT OF INTEREST:**
 - 9.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from Consultant/Vendor/Vendors or parties to subcontracts.
 10. **EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):**
 - 10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-

Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.

- 10.2. Sub-Consultant/Vendor/Vendor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-Consultant/Vendor/Vendors.
- 10.3. It shall be the vendor’s responsibility to familiarize themselves with all rules and regulations governing this program.
- 10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

11. ENERGY POLICY AND CONSERVATION ACT

- 11.1. Consultant/Vendor/Vendor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

- 12.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its Grant Agency award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that Consultant/Vendor/Vendor should review.
- 12.2. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

- 13.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending Grant Agency Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

14. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

- 14.1. HCS, by written notice to the Consultant/Vendor/Vendor, may terminate this Agreement with or without cause (for convenience), in whole or in part, when HCS determines in its sole discretion that it is in HCS’s best interest to do so. In the event of termination the Consultant/Vendor/Vendor will not incur any new obligations for the terminated portion of the Agreement after the Consultant/Vendor/Vendor has received notification of termination.
- 14.2. If the Agreement is terminated before performance is completed, the Consultant/Vendor/Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of HCS and shall be turned over promptly by the Consultant/Vendor/Vendor.

15. SUSPENSION AND DEBARMENT

- 15.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant/Vendor/Vendor is required to verify that none of the Consultant/Vendor/Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

- 15.2. The Consultant/Vendor/Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 15.3. This certification is a material representation of fact relied upon by the awarded Consultant/Vendor/Vendor. If it is later determined that the Consultant/Vendor/Vendor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to HCS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 15.4. The Consultant/Vendor/Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. RECOVERED MATERIALS

- 16.1. In the performance of this contract, the Consultant/Vendor/Vendor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- 16.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

17. REMEDIES

- 17.1. In the event the Consultant/Vendor/Vendor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, HCS may, upon fifteen (15) calendar days written notice to the Consultant/Vendor/Vendor and upon the Consultant/Vendor/Vendor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
 - 17.1.1. Withhold or suspend payment of all or any part of a request for payment.
 - 17.1.2. Require that the Consultant/Vendor/Vendor refund to HCS any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - 17.1.3. Exercise any corrective or remedial actions, to include but not be limited to:
 - 17.1.4. Requesting additional information from the Consultant/Vendor/Vendor to determine the reasons for or the extent of non-compliance or lack of performance;
 - 17.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - 17.1.6. Advising the Consultant/Vendor/Vendor to suspend, discontinue or refrain from incurring costs for any activities in question; or
 - 17.1.7. Requiring the Consultant/Vendor/Vendor to reimburse HCS for the amount of costs incurred for any items determined to be ineligible.

18. OTHER REMEDIES AND RIGHTS:

- 18.1. Pursuing any of the above remedies will not keep HCS from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If HCS waives any right or remedy in this Agreement or fails to insist on strict performance by the Consultant/Vendor/Vendor, it will not affect, extend or waive any other right or remedy of HCS, or affect the later exercise of the same right or remedy by HCS for any other default by the Consultant/Vendor/Vendor.
- 18.2. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between HCS and the Consultant/Vendor/Vendor arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Tennessee law. If such dispute is in state court, venue shall be in the courts of Hamilton County.

- 19. CONTRACT WORK HOURS & SAFETY STANDARDS:** For Agreements exceeding \$100,000 with use of mechanics or laborers.
- 19.1. Overtime requirements. No Vendor or subVendor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - 19.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Vendor and any subVendor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subVendor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - 19.3. Withholding for unpaid wages and liquidated damages. The State of Tennessee Division of Emergency Management or equivalent office shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subVendor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subVendor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - 19.4. Subcontracts. The Vendor or subVendor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subVendors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subVendor or lower tier subVendor with the clauses set forth in paragraphs (1) through (4) of this section.
- 20. CLEAN AIR ACT:** For Agreements exceeding \$150,000.
- 20.1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - 20.2. The Vendor agrees to report each violation to the Grant Agency and the Regional Office of the Environmental Protection Agency and understands and agrees that the Grant Agency and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to HCS, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 20.3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Grant Agency.
- 21. FEDERAL WATER POLLUTION CONTROL ACT**
- 21.1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - 21.2. The Vendor agrees to report each violation to the Grant Agency and the Regional Office of the Environmental Protection Agency and understands and agrees that the Grant Agency and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to HCS, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 21.3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Grant Agency.
- 22. BYRD ANTI-LOBBYING AMENDMENT:**
- 22.1. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with

nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Consultant/Vendor/Vendors who apply or bid for an award of \$100,000 or more shall file the required certification.

23. CONTRACT CHANGES OR MODIFICATIONS

- 23.1. 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.

24. RIGHTS TO INVENTIONS MADE UNDER AN AGREEMENT

- 24.1. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and HCS enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Agreement must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations.

25. CIVIL RIGHTS ASSURANCE STATEMENT

- 25.1. The vendor hereby agrees that it will comply with:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
 2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
 5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
 6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
 7. Where USDA applies: All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
 8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
 9. Where USDA applies: Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
 10. Where USDA applies: The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

26. Where USDA applies:

(1) This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

(2) Food service staff will be funded by School Nutrition funds, a non-federal entity subject to the provisions in 2 CFR 200. Therefore, the fees for food service positions cannot be quoted using cost plus a percentage of cost, per 2 CFR 200.324(d). The proposer must provide pricing for food service staff using a cost plus fixed-fee method. Other position types may be quoted using either pricing method.

Affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	24-21
SOLICITATION TITLE:	ALTERNATE TRANSPORTATION SERVICES
OPENING/DUE DATE:	MAY 24, 2023
TIME DUE:	Prior to: 11:00 AM
SUBMITTED BY:	_____
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Hamilton County Board of Education Attn: Purchasing Department 3074 Hickory Valley Road Chattanooga, TN 37421

***Notices:**

- The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Vendor/Vendor to monitor the HCS solicitation for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label or other original forms may not be updated. Vendor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.
- Submissions received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of HCS.
- Some submissions may require the Vendor to provide the company name, Tennessee Vendor's license number, expiration date, license classification and company address on the outside of the sealed bid envelope in accordance with TCA 62-6-119. Where this is requested within the project documents the Vendor is solely responsible for compliance with this request.

PLEASE PRINT CLEARLY