



HAMILTON COUNTY SCHOOLS

**REQUEST FOR PROPOSALS
FOR
STUDENT TRANSPORTATION
MANAGEMENT SERVICES
RFP/Bid File 19-23**

**DIRECT ALL INQUIRIES TO:
DAVID EAVES, TRANSPORTATION DIRECTOR
423-498-7329
EAVES_DAVID@HCDE.ORG**

**Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
423-498-7030**

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ADVERTISEMENT

**HAMILTON COUNTY SCHOOL BOARD
STUDENT TRANSPORTATION
MANAGEMENT SERVICES**

INVITATION FOR PROPOSALS TO FURNISH BUS TRANSPORTATION MANAGEMENT SERVICES AS REQUIRED FOR PUPILS AND PERSONNEL OF HAMILTON COUNTY SCHOOLS, TENNESSEE.

Sealed proposals will be received at the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, Attention: Purchasing Department, until 3:00 PM, Eastern Standard Time (EST), **Friday, February 8, 2019**, for services as described in the specification Proposal RFP/Bid File 19-23. No facsimiles, electronic submissions, or postmarks will be accepted.

Solicitation documents can be reviewed at the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, between the hours of 8:00 AM and 4:30 PM EST, Monday through Friday, and/or a digital copy can be requested by contacting Purchasing Department, at doe_purchasing@hcde.org or 423-498-7030.

Proposals will address the provision of bus transportation for Hamilton County Department of Education students, including home-to-school, special programs, Special Education students, extracurricular activities, and field trips for the minimum period of three (3) years beginning July 1, 2019 through June 30, 2022 and, upon satisfactory annual evaluation, be extended for up to one (1) consecutive year.

A Pre-Proposal meeting will be held on **January 11, 2019 at 10:00 AM EST**, at the service Center 2501 Dodds Ave Chattanooga, TN 37407.

All questions must be in writing and submitted to the address shown above or emailed to David Eaves <EAVES_DAVID@HCDE.ORG> by 3:00 PM EST on **Wednesday, January 16, 2019**. Responses will be published for all registered Proposers by **Wednesday, January 23, 2019**.

The Hamilton County School Board reserves the right to waive any and all guidelines in the solicitation documents, to waive minor irregularities, and to reject any and all proposals if considered to be in the best interest of the Hamilton County Department of Education.

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PROPOSAL SELECTION TIMELINE

ITEM	DATE
Advertisement for Proposals	December 11, 2018
Pre-Proposal Meeting (Virtual attendance option available) *	January 11, 2019 10:00 AM
Question Submission Deadline	January 16, 2019, 3:00 PM
Question Answers Published	January 23, 2019, 5:00 PM
Submission Deadline - RFP	February 8, 2019, 3:00 PM
Interviews (Optional)	TBD
Notice of Intent to Award	February 27, 2019
Recommendation to School Board	TBD
School Board Contract Award	TBD
Contract Start Date	July 1, 2019

* Please email EAVES_DAVID@HCDE.ORG prior to January 8th, 2019 to request information for virtual attendance to Pre-Proposal Meeting.

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SCHOOL DISTRICT INFORMATION AND DEMOGRAPHICS

I. District Overview (2018/2019)

The Hamilton County Department of Education (HCDE) is in southeastern Tennessee and serves all of Hamilton County, which includes the City of Chattanooga. It is the fifth largest school system in Tennessee with approximately 44,500 students in 79 schools. Geographically, it is the third largest county in the state of Tennessee.

Currently, there are 240 bus routes, composed of 176 regular education routes utilizing 74 independent owner/operator owned buses and 101 private Proposer fleet owned buses and 64 special education student routes utilizing private Proposer fleet owned buses. The above fleet provides transportation for 73 schools.

At this time, the district is considering the need to increase the Special Education routes by five (5) and regular bus routes by three (3).

The current demographics of the HCDE are listed below.

- 74 total schools are included within the scope of this RFP (Reference Appendix A: School Information for School Addresses and 2018-19 Average Daily Membership (ADM) of Students)
- The above schools have been placed into 5 individual Learning Communities to drive more cooperation between schools and build stronger relationships with neighborhoods around the schools (Reference Appendix AA: Hamilton County Schools Learning Communities).
- 239 total buses in the system (Spare buses not included):
 - 101 regular route buses and 64 special education student buses for private Proposer (included in the scope of this RFP) See *Appendix C: 2018-2019 Current Fleet Route Configuration*.
 - 74 independent owner/operator owned buses (not included within the scope of this RFP)
- 44,500 total enrollments
- 25,000 annual extracurricular miles (estimated)
- 165 number of daily routes required for daily service
- 165 number of daily routes bus drivers required for daily service
- 25 number of spare buses available for daily use
- 20,000 estimated number of students transported daily on private Proposer fleet
- Current private Proposer employs the following staff:
 - 2 full-time employees at each of the 3 satellite dispatch centers
 - A general manager
 - An assistant manager
 - A full-time safety officer
 - A full-time recruiter
 - A full-time trainer

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- A full-time receptionist to answer phone calls
- A full-time customer service specialist to answer, collect, and process complaints
- A full-time shop manager
- 5 full-time mechanics

II. Bus Routes and Route Management

The HCDE staff is responsible for establishing school bus routes. The HCDE works with Proposers for assistance in routing all regular, magnet, and special education bus routes and analyzes routes periodically to identify routes for restructuring to improve efficiencies. Service provided by the Proposer is to include transporting assigned students over established daily routes, field trip activities, and athletic events as established by the HCDE. There are approximately 176 student days in each school year (see Appendix B for the 2019-20 School Year Calendar). The HCDE reserves the right to revise its time schedules, routes, and number of buses to best suit its needs before, during, or after the school year.

Appropriate provisions will be made to transport special education students. The phrase 'special education students', under this contract, shall mean: duly enrolled and so-classified pupils of the HCDE who are unable to ride a regular bus or who are able to ride a regular bus but require special handling or equipment to ride legally and safely. The HCDE reserves the right to identify pupils requiring these services and place special education students on routes. Proposers are required to provide service to these students within three (3) days of receiving written notice of this placement by the HCDE.

III. HCDE Transportation Facilities and Bus parking

HCDE provides existing administration and bus yard facilities for use by Proposers to the HCDE.

Facilities include office space for the driver supervisors at each bus yard facility at no cost to the Proposer. HCDE can provide additional facilities as needed; however, Proposers provide fencing, any paving, and any office trailer as needed. HCDE does not provide permanent telephone lines.

Parking for buses is provided at HCDE-owned facilities in accordance with local regulations, provided space is available.

Transportation facilities are currently located at three sites:

- **Dodds Avenue Facility, 2501 Dodds Avenue, Chattanooga, Tennessee 374074:** 13,000 square foot administrative office and garage services building and a small portable building that serves as a driver training facility; also includes a 10,000 square foot bus parking area
- **Hixson High School Dispatch Center, 5705 Middle Valley Road, Hixson, Tennessee 37343:** 1,800 square foot dispatch office and a 5,111 square foot bus parking area
- **Hickory Valley Road Dispatch Center, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421:** 450 square foot dispatch office and a 6,556 square foot parking area. Note, at the time of RFP release, the District is in the process of finding a replacement location for the **Hixson High School Dispatch Center**.

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OBJECTIVE AND PURPOSE OF RFP

I. Objective of RFP

The objective of this RFP is to offer experienced, professional transportation management companies the opportunity to present a thoroughly detailed proposal of their expertise and qualifications to the Hamilton County Department of Education (HCDE). This proposal will detail the company's proficiency in assisting other county school districts of similar size and scope as the HCDE with its student transportation outsourcing process.

This proposal specifically requests that Proposers present their qualifications and experience in student transportation management (see the Proposal Instructions section).

II. Purpose of RFP

The Hamilton County Board of Education will select one or more experienced and qualified transportation management company (or companies) from those submitting proposals per the evaluation criteria set forth in this RFP. The selected Proposer will proceed with the negotiation process. A major portion of the negotiations will include the financial terms of the contract. HCDE reserves the right to reject any and all final offers and to make any other arrangements that is in the best interest of the HCDE.

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SPECIFIC TERMS AND CONDITIONS

I. Scope of Service

The Proposer will provide full contracted and management services for the following based on the information detailed in the School District Information and Demographics section with additional information in Appendix A: School Information.

- A. Safe, on-time delivery of students to and from school daily within district-defined parameters.
- B. Assistance in managing an efficient operation of all regular, magnet, special education, and other transportation needs of the Hamilton County Department of Education (HCDE) as outlined in the contract.
- C. Maintenance of the private Proposer-run buses.
- D. Operation of the bus maintenance facilities and substations.
- E. Timely selection, evaluation, training, compensation, and retention of transportation employees, including staff, drivers, trainers, receptionist, and mechanics.
- F. Student discipline in cooperation with and as mandated by federal, state, and school district protocol.
- G. Effective communication with the school district, parents, students, and the community by providing and maintaining open and adequate internal and external communications with the HCDE.

II. Equipment

- A. The Proposer shall provide and maintain an adequate number of school buses, including spares to transport safely and efficiently all students designated by the HCDE during the contract period. Such transportation will be provided in accordance with bus routes, schedules, and events approved by the HCDE. There are approximately 176 student days in each school year. HCDE reserves the right to revise its time schedules, routes, and number of buses to best suit its needs before, during, or after the school year.
- B. The Proposer shall furnish buses with no single bus in service to this contract to be older than 8 years at the start and with no single bus older than 14 years in the fourth (4th) year of this contract.

The Proposer shall provide approximately 12 percent spare buses of each type that shall conform to all specifications contained here within. The 12 percent spare buses will not include any buses used primarily for charter bus operation.

- C. The fleet of special education student buses require type A wheelchair, C.E. White seats SS-CR 36 or equivalent, and must be equipped with heating, air conditioning, and all equipment required in state specifications at time of installation.
- D. The Proposer shall only use buses, which shall meet state inspection standards and specifications for the HCDE. The Proposer shall be responsible for all repairs and maintenance on all buses during the life of this agreement. The Proposer shall maintain all vehicles as to ensure that each vehicle under service to this contract is

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washed a minimum of twice per month and is in clean and sanitary condition. The Proposer shall notify District staff and complete a written report on every accident involving any bus providing service to this contract. The Proposer shall not fuel any vehicle while students are on board the vehicle. The Proposer shall provide student and mileage information in order to assist the District in complying with applicable regulations. In addition, the Proposer shall provide reasonable assistance to the HCDE to assist with completing and filing necessary reports to governmental bodies.

- E. All buses shall be equipped with 800 MHz two-way radios with identifiers in working condition and installed according to manufacturer specifications. The Proposer shall provide and own the mobile radios.
- F. The Proposer shall also equip all buses with GPS technology that enables support staff to monitor the path and speed of each bus. District staff will be provided with access to this system.
- G. During the contract, the Proposer shall install and maintain mounted and active digital camera systems and ignition-activated dual infrared cameras in all Proposer buses to be used in the service of this contract. A minimum of six (6) cameras is required on each bus, as follows: the first camera will be pointed down the aisle of the bus; the second camera will be pointed down the stairs of the bus; the third camera will be mounted in the rear of the bus to view the back seats; the fourth camera will be pointed on the driver; the fifth camera will be a stop sign camera focused on vehicles passing the bus when the stop sign is deployed; and the sixth camera will be pointed out from the front of the bus. The Proposer will, at a minimum, randomly view route digital recordings on a daily basis of an amount of five (5) percent of total daily routes in service for this contract. All digital recordings shall be maintained for at least thirty days for District viewing purposes. The Proposer shall maintain all radios and cameras, so they are operational at all times; the Proposer is expected to establish a replacement cycle for this equipment, which will be purchased by the Proposer.
- H. The Proposer shall allow Wi-Fi installation on all buses upon HCDE request.
- I. The Proposer shall provide a free downloadable app that will allow parents of students being transported by Proposer to be able to track in real time the location of the bus that is transporting their student or students upon HCDE request. The Proposer will also assist HCDE in the implementation of the app with parents and instructions for its use upon HCDE request.
- J. The Proposer shall allow configuration of all buses with wiring, USB ports, and a base near the driver's station, to which a student identification device can be installed upon HCDE request.
- K. Buses shall be maintained in good operating order, and all equipment shall function properly, as required by state law. The interior, exterior, and windows of all buses shall be kept clean.
- L. Each bus transporting HCDE students must be signed on both sides with "Hamilton County Schools". Buses must be numbered consecutively beginning with "200". Numbers should be clearly identified and placed on the front, rear, and both sides of each bus.

Tennessee Transportation Law 49-6-2116 (d) (3) requires that each school bus serving the district or charter school be equipped with the phone number for reporting complaints on the rear bumper. "Comment On My Driving – Call XXX-XXXX" message

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will be placed on the rear bumper of the bus in accordance with Tennessee Transportation Law 49-6-2109 (d).

- M. The Proposer shall have a formal complaint tracking system for complaints from parents, principals, and the public at large. Such system will comply with all applicable school board policies, state and federal law. The system will easily allow for the reporting, investigating, and timing requirements per Tennessee Title 49 Education, Chapter 6 Elementary and Secondary Education 49-6-2116 (d).
- N. The Proposer shall allow the HCDE, upon reasonable notice, to inspect all buses and facilities used in support of Hamilton County Schools, as well as the Proposer's accounting books, maintenance and operational procedures, and driver training, as well as other areas pertaining to compliance with terms and/or required methods of transporting students. If equipment is found by such inspection to not comply with legal or contract requirements, the Proposer shall, at its expense, immediately remove such equipment from service and supply substitute compliant equipment. Equipment removed from service as the result of an inspection shall not be placed back into service without complete correction of deficiency and authorization of the HCDE.

III. Fuel Procurement

The Proposer shall be responsible for providing the fuel required during the performance of this agreement. The Proposer shall be responsible for all taxes on fuel used. The Proposer shall pay for all fuel used in regular, charter, activity, and athletic trips. The Proposer compensation for services rendered hereunder shall be adjusted monthly to reflect increases or decreases in the District's wholesale cost of fuel plus transportation fees and state taxes. The contract "Base Fuel Cost" encompassing all fuel costs shall be based on United States Department of Energy Information spot prices for Ultra Low Sulfur Diesel for the Gulf Coast per gallon each month during the contract period. Should the average cost per gallon differ from the "Base Fuel Cost" by more than \$.10 cents per gallon plus or minus, the Proposer shall adjust to reflect the actual cost of fuel by providing a credit or invoicing for the change in cost. The amount to be either credited or invoiced for shall be based on an average of 6.5 miles per gallon and based on the loaded route miles as established each year by the Hamilton County Schools Transportation Department. The Proposer will be required to provide fuel storage.

IV. Facilities Use

The Proposer will be entitled to lease the facilities outlined in the School District Information and Demographics section of this RFP for the amount of \$1.00 per year per facility and will be subject to the following:

- A. At each location, the Proposer shall have the right to use available bus yard space to park buses and available office space for the use of the Proposer's supervisory personnel. If, at any point during the term of the contract, the Proposer finds existing space is inadequate, the Proposer shall request the HCDE to provide it with additional space. Upon such request, the HCDE shall use its best efforts to accommodate the Proposer's request provided that the Proposer, at its sole expense, provides fencing, paving, and installation of any necessary portable buildings.
- B. The Proposer shall be responsible for maintaining and repairing all facilities to the District's reasonable satisfaction, including but not limited to painting, cleaning, and

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waste disposal. The Proposer shall assume the responsibility of properly disposing of all used oil, fuel, and other environmental waste whether hazardous or semi-hazardous in nature. The Proposer is also responsible for the maintenance of any and all shop and office equipment that the District provides.

- C. The Proposer has the right to use the facilities in any manner consistent with its obligation to provide transportation management services to HCDE, provided that the District reserves the right to designate reasonable restrictions on the use of the property, which shall not interfere with the Proposer's operations or increase the operation costs for the Proposer. Any fixture installed by the Proposer becomes property of the District upon its installation and may not be removed without express written consent of the Superintendent or designee.
- D. The Proposer shall not be permitted to use the premises for any unlawful, disreputable, or ultra-hazardous purpose or activity or conduct business in a manner constituting a nuisance of any kind.
- E. The Proposer will be responsible for any and all utilities for the premises.
- F. The Proposer will allow the District to staff its Transportation personnel on the leased premises and to occupy such space as the District may designate.
- G. The Proposer will be responsible for all taxes and insurance for facilities and use.

V. Bus Routing and Schedules

The HCDE Transportation staff will be responsible for establishing all school bus routes, special education routes, and school bell schedules per the School District Information and Demographics section of this RFP. The Proposer is expected to aid in bus routing to ensure efficiencies can be realized. The HCDE currently utilizes the Edulog Computerized Routing system and the Proposer is expected to have an experienced Edulog Route Specialist on staff for this RFP.

Note: The HCDE is continually analyzing routes and envisions it may increase or reduce the number of routes over the duration of any contract.

VI. Staff

It must be understood that this RFP provides for the selection of a professional company to provide student transportation management services, including any applicable extracurricular activity and field trip transportation, for all eligible HCDE students.

The Proposer is responsible to provide:

- A. All day-to-day Transportation management staff
- B. An individual Point of Contact for each Learning Community within Hamilton County Schools
- C. Regular route school bus drivers
- D. Special education school bus drivers
- E. Bus drivers for extracurricular and special program routes
- F. Bus aides for special education routes

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G. Bus mechanics

The Proposer shall be responsible for providing acceptable substitute drivers for both regular education and special education student routes whenever necessary to meet the terms of the contract. Individual drivers shall not be allowed to provide their own substitutes.

The Proposer shall identify one or more individuals in its employ who will serve as driver trainer(s) and will notify the HCDE Transportation Department in writing of the so appointed individual(s).

The Proposer shall provide new drivers with appropriate training and licensing. The training program shall include instruction in transportation safety and welfare of the children being transported and with full knowledge of and conformance with existing local and state laws governing the operation of motor vehicles upon all highways.

The Proposer shall equip all employees with picture identification badges and vests. Driver personnel must maintain a neat, presentable presence in attire and personal appearance.

Any current school bus staff will be given first right of refusal for employment with the Proposer in positions for which they qualify. The Proposer is expected to staff appropriate numbers for maintenance, support, drivers, and substitutes as to provide for uninterrupted service and long-term sustainability of transportation management services.

Proposer shall have starting pay for drivers at \$15.00 per hour. Proposer shall have a salary schedule for drivers with the top being a minimum of \$19.00 per hour. Newly hired drivers are to be added to the schedule commensurate with experience. Any drivers retained from previous school bus service providers shall be brought in at the minimum of the same rate of hourly pay as they were paid with previous school bus service provider.

VII. Reporting

A. DISCIPLINE AND HEALTH:

The Proposer shall provide the District on the day of the incident, student incident reports of behavioral, disciplinary, or health problems that arise during bus trips. For urgent situations, telephone contact with the District will be made immediately.

B. ACCIDENT:

- i. The Proposer shall follow all federal, state, and local laws pertaining to accidents, i.e. drug testing.
- ii. The Proposer shall notify the designated District Administrator or designee immediately by telephone of any vehicle accident or injury.
- iii. The Proposer shall work with the District to determine the plan for parental notification. In some cases, depending on the accident and injuries sustained, the District shall be responsible for notifying parents immediately. In situations involving minor accidents and either minimal to no injuries, the Proposer shall be responsible for notifying parents immediately. Additional protocols will be determined between the Proposer and the District Facilities Director.

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- iv. The Proposer shall provide, within thirty minutes of an accident, the number of students and staff on the bus at the time of the accident, their full names, and their seating position on the bus, where applicable.
- v. The Proposer shall provide any additional information to the District as required per District policies and/or procedures.
- vi. The Proposer shall forward, within 24 hours of each accident where an injury is sustained, a written report describing all details of such accident. All other accident reports shall be submitted within 48 hours of each accident and filed according to Tennessee state law and regulations.

C. DAILY LATE ARRIVAL REPORTING:

Student arrival at school and throughout the routes should achieve acceptable on-time rates to the maximum extent possible. The Proposer shall have a process to track on-time rates for all bus routes and will daily as soon as known report any late arrivals to the Transportation Director.

D. DAILY BUS REPORT (DBR):

The Proposer shall use and have drivers complete a DBR. The DBR will form the basis of rate base fees to the District. Reports shall be completed for each individual bus movement by date and route. These shall remain on file at the Transportation facility and be available for District audit and review on request. Final form design is to be approved by the District.

E. BUS DRIVER INFORMATION REPORTS:

The Proposer shall have in its files and made available to the District upon request information such as but not be limited to drivers' names, dates of birth, dates of license issuance and expiration, school bus to which assigned, and dates and types of training.

F. BOOKS/RECORDS:

The District retains the unrestricted right to inspect the Proposer's buses, records, maintenance, and operational procedures and driver training, as well as other areas pertaining to compliance with the contractual terms and/or required methods of transporting students.

G. INSPECTION/CERTIFICATION REPORTS:

The Proposer shall, by July 1 of each year, provide written lists of all Contract buses and vehicles, including year, make, size, and specifications to be used for student transportation by the Proposer, or a letter from a manufacturer committing that buses will be available in Hamilton County, Tennessee by July 15 of the subject year. Prior to District approval, the Proposer shall pre-inspect all of the above buses and provide the District with complete copies of Inspection by August 15 of the subject year or no later than ten (10) working days prior to their use by the Proposer for student transportation. The Proposer shall correct all discrepancies within two (2) weeks and notify the District in writing of the same.

H. MONTHLY REVIEW:

The Proposer's on-site Manager shall formally meet with District-designated personnel at least once a month (at the District's discretion) to report on achievements, areas of

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concern, activities performed in compliance with the Contract, and information of interest regarding news and changes in the school transportation industry. The Proposer shall make such special reports, studies, and surveys regarding student transportation as are reasonably necessary to or requested by the District.

I. MONTHLY SUMMARY/KEY PERFORMANCE INDICATOR REPORT:

By the tenth (10th) calendar day of the month, the Proposer shall supply the District with a monthly summary report. The report will include but not be limited to:

- i. Number of open routes
- ii. Current number of assigned drivers
- iii. Current number of substitute/cover drivers
- iv. Number of drivers in training and estimated completion date
- v. Number of accidents
- vi. Number of preventable accidents
- vii. Miles between accidents - Total number of transportation accidents that were, divided by total number of miles driven
- viii. Miles between preventable accidents - Total number of transportation accidents that were preventable, divided by total number of miles driven
- ix. Number of vehicle breakdowns
- x. Number of routes/runs combined or covered by a different bus route, indicating date and time per incident
- xi. Late buses, indicating what school, route, date, day, time and reason
- xii. Percentage of buses arriving on time daily
- xiii. Bus capacity and estimated daily ridership by route - AM, mid-day, and PM

J. DISTRICT MEETINGS:

The Proposer's on-site Manager shall be available for attendance at District meetings and Board of Education meetings as needed and requested by the District.

K. ANNUAL PRESENTATION:

The Proposer shall be available to make a presentation annually to HCDE designated personnel and/or to the Hamilton County Board of Education summarizing the prior year's activities, latest developments within the field of student transportation, the Proposer's company, other items of interest to the District, and plans for the year ahead. The District will attempt to provide a minimum of 30 days' notice to the Proposer of such presentations and will include any specific requests for information required as part of the presentation.

L. CUSTOMER SATISFACTION SURVEY:

The Proposer's shall conduct an annual customer satisfaction survey by April 30 of each year. The proposed survey questions shall be submitted to the District by January 5 of each year for review and approval by the HCDE prior to release of the survey.

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M. MONTHLY BILLING:

The Proposer will provide to the District, accompanying the monthly billing, a computer spreadsheet file in Microsoft Excel of the billing work-up. The spreadsheet details and design are to be coordinated between the Proposer and the District and approved by the District.

VIII. Cooperation

Student transportation has great visibility in the community and plays a key part in the District's relationship with the community and in the community's perceptions of the District. It is crucial to the maintenance of a positive and cooperative community environment, and it is an essential ingredient to the District's achievement of its educational goals, that the Proposer becomes a positive and supportive partner in communicating and conveying true interest and concern to the public. This need is so important that it constitutes a major factor by which Proposer performance will be judged by the District.

A. INQUIRIES ABOUT DRIVERS AND STUDENT PROBLEMS:

The Proposer will be responsible for answering inquiries from the public regarding drivers and student problems, schedules, and other various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the designated District official or, in his/her absence or unavailability, to another appropriate District Office administrator.

B. INQUIRIES ABOUT ROUTES AND BUS STOPS:

The Proposer will be responsible for answering inquiries from the public regarding routes, schedules, and other various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the designated District official or, in his/her absence or unavailability, to another appropriate District Office administrator.

C. COURTESY AND PATIENCE:

The HCDE believes its students are the number one priority. Therefore, all contact with parents and staff must be professional and friendly at all times. The District is dedicated to its community role as a customer service organization. District patrons must find positive responsiveness in contact with the Proposer and all of its personnel.

D. STAFF/DRIVER MEETINGS:

Joint meetings for training and open exchange between District staff and drivers will be held annually at a minimum. It is mandatory that all Proposer drivers and staff attend these meetings unless excused by the District. The Proposer and its drivers shall work in support of District policies and strategies regarding interaction with students and handling of behavioral problems. It is absolutely essential that the District and the Proposer establish open and constructive communications. This important relationship will also be a major factor in the District's evaluation of Proposer performance.

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IX. Safety

The absolutely critical aspect of any student transportation program is the safety of the students. The HCDE expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicles, communication with the terminal, high quality maintenance of buses, and support of District policy regarding rider behavior and behavioral problems.

- A. The Proposer shall operate transportation management services, buses, bus drivers, and all other related functions in accordance with all federal and state laws related to education transportation and motor vehicle operations. (See Appendix D for Tennessee Student Transportation Law references.)
- B. Proposer shall administer a satisfactory safety program, which shall conform to the requirements of the State of Tennessee and includes but is not limited to a regularly scheduled safety meeting for the Proposer's personnel. It shall also include a school bus safety and training program for students.
- C. The Proposer shall prohibit any driver from operating a school bus as defined by Tennessee Code Ann. § 55-8-101 anywhere in the state while using a portable electronic device per Tennessee Code Ann. § 55-8-192. (See Appendix D for Tennessee Student Transportation Law references.)
- D. The Proposer shall only allow drivers of school buses who meet the requirements of the Tennessee Code Ann. § 49-6-2107 Certification of drivers and equipment and adhere to any HCDE-adopted rules concerning bus drivers. (See Appendix D for Tennessee Student Transportation Law references.)
- E. Prior to the beginning of each school year, all drivers will have to satisfactorily pass a pre-trip inspection and behind the wheel test. During the school year, any new drivers must also satisfactorily pass a pre-trip inspection and behind the wheel test.
- F. The Proposer will develop and maintain, with District approval, a written emergency crisis plan that addresses transportation emergencies in conjunction with the District's Emergency Plan. The Proposer will instruct all of its employees in the content of both the Proposer's and the District's emergency plans. The Proposer shall develop procedures for handling student emergencies during transport to be provided to the drivers and kept on all buses at all times.
- G. The Proposer shall be available to make a bus safety presentation to classes of students in grades K through 12 within the District as advised and directed by the District. In addition, assemblies and large group presentations will be presented as requested by individual principals.

X. Student Discipline

A. DRIVER TRAINING AND CONSISTENCY:

The District pursues diligently the consistent handling of student behavior issues so that students know what to expect. It is important that school bus drivers also work for consistent treatment and expectations of students to jointly maintain sound District-wide codes of conduct. The District shall share District procedures and policies and the Proposer will develop and share its procedures relative to student conduct and shall provide adequate training to its drivers in these standards. The Proposer shall maintain

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a continuing program to assure and promote driver adherence to District procedures and standards.

BEHAVIOR PROBLEMS:

The Proposer shall follow District procedures in reporting student behavior problems relative to the buses to the building principal or his/her office. All disciplinary matters will be handled in strict accordance with the District policy, including acts of vandalism to the buses. It is the responsibility of the Proposer to implement and follow through with all student disciplinary action, including but not limited to issuing misconduct citations, following through with revoked bus riding privileges, meeting with parents, and communicating with Principals and school district Counselors concerning student behavior. For behavior issues involving students on an Individualized Education Program (IEP), the Proposer shall follow due process, including a meeting with the student's parents and the District to determine the relationship of the student's disability to the behavior before the student is removed from the bus for more than ten (10) school days. Drivers are responsible for filling out bus citations, communicating with the District on the day of the incident, supporting principals' actions, and meeting with Principals and parents when necessary. A procedure shall be developed, subject to the approval of the District, to report defined cases of student misbehavior on buses to the building Principal or his office. For all students transported to alternative placements outside of the District, the Proposer shall report student behavior problems to the District's Office of Student Services on the day of the incident.

B. COMMUNICATIONS:

- i. In addition to, and as an important supplement to other forms of communication between the Proposer and the District, the Proposer's drivers and the District's Principals shall establish direct communications to assure timely awareness of and solution to any problems.
- ii. The Proposer shall be responsible for answering all calls related to drivers and student problems. The Proposer is expected to work with building staff in individual school buildings in resolution of problems with students. District personnel will be available for calls that cannot be satisfactorily resolved by the Proposer. For students in alternative placements outside of the District, the Proposer shall work with the District's Office of Student Services.

XI. Inclement Weather

The Proposer shall monitor all available federal, state, and local emergency notification systems for warnings, watches, and advisories. The Proposer shall give contact information for the on-site Manager and Assistant Manager, including all email addresses and cell phone numbers to the County Emergency Management department.

The Proposer shall operate during inclement weather conditions unless routes are canceled by the District. The Proposer shall provide, in a timely manner, for appropriate equipment and trained personnel and shall design and implement alternate routes as necessary to operate under such conditions. The District shall have the sole responsibility for the decision to alter bus routes to snow routes or cancel bus service for any given day. To ensure that the District is able to make a sound decision pertaining to the cancellation or alteration of bus routes, the Proposer is required to have personnel travel and inspect each area (north, south, east, and west) and all designated roads during inclement weather by 4:30 AM EST and consult with the

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District-designated Administrator regarding road conditions prior to 5:00 AM EST. Should bus services be required, the Proposer agrees that it will abide by the decision of the District and will operate the routes as normally as possible. During the fall of each year, the Proposer shall meet with the District to determine any changes in routes that should be made during inclement weather so that students and parents may be notified in advance of such weather occurring.

XII. Performance Infractions and Penalties

- A. The HCDE will impose penalties for performance infractions of the contracted services. Such penalties may not be imposed for situations beyond the control of the Proposer, e.g., accidents, traffic conditions, unforeseeable street closings, impassable streets, and delays due to extremely poor weather. Assessment of performance penalties in no way limits the right of the HCDE to institute termination proceedings. The HCDE reserves the right to terminate the contract if the Proposer fails to comply, or repeatedly fails to comply, with the terms and conditions of the contract and/or specifications.
- B. The decision to impose any penalties rests with HCDE and will be based on an investigation of each incident. The Proposer will be notified in writing of performance infractions and provided an opportunity to respond. The Proposer must provide a written response by the tenth (10th) business day of written notification from the HCDE. Assessed penalties will be credited against the next invoice from the contractor following the completed investigation.
- C. The following infractions and penalties are effective on the first (1st) student transport date of each school year:

Driver transporting student(s) prior to return of background check results	\$500 per day per bus
Employing driver personnel with unsatisfactory background history	\$1000 per day per bus
Student left on unattended bus	\$1000 per incident
Driver not possessing a current CDL	\$1000 per incident
Failure to comply with vehicle operation laws (including failure to wear seat belt, verifiable speeding and failure to stop at railroad crossings)	\$500 per incident
Failure to provide up to date drivers' list	\$500 per incident
Failure to provide Monthly Summary Report	\$250 per incident
Failure to provide Daily Bus Reports	\$150 per day
Failure to Conduct Annual Customer Satisfaction Survey	\$500
Failure to inspect and maintain vehicle	\$1000 per incident
Driver improperly uniformed	\$150 per day
Failure to adhere to approved route	\$1000 per incident
Route required to be doubled due to the absence of the regular driver and non-availability of a sub driver	= cost of incident bus type per day
Route late to school in the morning, by the following definition: A late bus is defined as a bus that is shown on GPS to have arrived at the school and open its doors to let off passengers less than ten minutes before the designated school start time	= cost of incident bus type per day

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Route late in dropping off students for pm routes. A late bus is defined as a bus that is shown on GPS to have dropped off students at assigned stop in excess of 15 minutes from designated drop off time.	= cost of incident bus type per day
Number of students riding bus exceeds safe capacity per manufacturer's specifications	\$150 per day per bus
Failure to pick up or deliver a student with disabilities	\$150 penalty per incident
Bus which is late because of a need to refuel, or because it runs out of fuel in route	\$150 per incident
Early departure of a bus from a scheduled stop	\$100 per incident
Driver misses a stop on a route or fails to pick up student	\$100 per incident
Failure of a driver to keep an up-to-date route sheet on board and on file with Contractor	\$100 per day
Bus without a two-way radio as required or a two-way radio not in proper working condition for any reason for three (3) working days	\$100 per incident
Failure by dispatcher to immediately notify the District of an accident	\$1000 per incident
Failure to clean bus interior and exterior after two days' notice	\$100 per incident
Improper usage of cell phone in the operation of a school bus as defined by TCS (Tennessee Code Annotated)	\$1000 per incident
Failure to stop and use proper procedures at a railroad crossing as defined by TCA (Tennessee Code Annotated)	\$1000 per incident
School possesses documentation which indicates confirmation of a field trip was received but no bus(es) arrived. Students were unable to attend the event	\$500 per bus per incident

**Note: The HCDE Transportation Director and the Proposer company General Manager will meet weekly to review GPS data for each bus arrival at each school that week. The HCDE Transportation Director will create a form that lists all late buses and enclose a hard copy of the GPS screen shot validating the late bus, and both the HCDE Transportation Director and the Proposer company General Manager will sign the weekly form. Buses judged by the HCDE Transportation Director and the Proposer company General Manager to be late due to situations beyond the control of the contractor will not be assessed the fine. The form will be submitted to the HCDE Finance Department, and the payment to the Proposer will be decremented accordingly.*

XIII. Withdrawal of Routes

If the Proposer fails to perform, as defined in this paragraph, on any route of the District for a total of five (5) school days in any 30 calendar day period beginning from the first day of each school year, the District may, without terminating the contract, withdraw the route from the Proposer and utilize a substitute contractor to serve such route for the remainder of the school year. For a route to be withdrawn, the failures to perform can be any one or more of the failures to perform specified in this paragraph and need not be the same failure to perform. If a route is withdrawn, the HCDE will not be charged for the route withdrawn and in the event that the cost for serving the route charged by the substitute contractor exceeds the amount that the District would have paid to the Proposer for servicing such route had the withdrawal not occurred, the Proposer shall be charged the excess amount the District is required to pay the substitute contractor for services performed as liquidated damages. As used herein, the term

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“failure to perform” shall mean the occurrence of any one or more of the following events on a route:

- Failure to run the service on the route contracted for in the manner required by the contract
- Combining a route schedule without prior approval of the HCDE Transportation Director
- Failure to maintain buses as required by the contract.

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COST/FEES TERMS AND CONDITIONS

Charges are based upon the Hamilton County Department of Education (HCDE) operating academic and supplemental education programs listed in the RFP and those listed in the Proposer's response to the RFP. The number of vehicles for this calculation is 165 buses as outlined. In the event the service requires fewer daily buses and/or routes than the established base of 165, then the Proposer shall reduce its charges by the applicable daily per bus per day rate. If the service requires more daily buses and/or routes than the established base of 165, then the Proposer shall increase its charges by the applicable daily per bus per day rate. The District shall make the final determination for adding or reducing the number of buses or routes. The Proposer will assist in evaluating all routes as an on-going program to initiate recommendations to the District to effect cost savings. The Proposer shall be paid for the base in 12 monthly equal payments payable on the last day of the month starting on July 1, 2019. Extra and additional activities will be billed and approved by the District separately. These invoices will be paid within 30 days of submission.

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LAW AND JURISDICTION

Any contract awarded as a result of responding to this RFP shall be governed by the laws of the State of Tennessee. The parties agree to submit to the jurisdiction of the State Courts of Hamilton County, Tennessee and to waive any right to remove any dispute to Federal Court.

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PROPOSAL INSTRUCTIONS

I. Proposal Format

Proposers must provide information outlined below in the order outlined below for proposal consideration. Any missing information will cause the proposal to be rejected from consideration. Vendor qualifications are required for all proposers.

Note: Proposers must meet all regulatory laws, codes, and requirements of local, state, and federal laws and any violations of such in any state should be disclosed up front.

All proposals shall be sealed in an opaque envelope/container and addressed as follows:

HAMILTON COUNTY DEPARTMENT OF EDUCATION
REQUEST FOR PROPOSALS
FOR
STUDENT TRANSPORTATION
MANAGEMENT SERVICES
RFP/BID FILE 19-23

ATTENTION:
HCDE/Purchasing Department
3074 Hickory Valley Road RM#158
Chattanooga, Tennessee 37421

All proposals must be received by the Hamilton County Department of Education (HCDE) no later than **Friday, February 8, 2019** at 3:00 PM, Eastern Standard Time (EST).

Proposers should follow the outline below in the order listed. Responses should be concise and provide the requested information in a manner to give the HCDE a complete answer, without being repetitive or redundant.

- I. Cover (include the following)
 - a. Bid File Number
 - b. Name of RFP
 - c. Name of Company
 - d. Date
 - e. Contact Information, Address of Company, and Point of Contact
- II. Introduction Letter (one-page only)
 - a. Brief Introduction to Company
 - b. Operation Headquarters
 - c. Contact Information
- III. Proposer Questionnaire (as provided) with additional sheets as required
- IV. Further Description of Proposed Services
 - a. Staff Recruitment Program

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- b. Reporting: Frequency and Type of Reporting
- c. Edulog Computerized Routing Experience
- d. Additional Resources
- V. Reference Sheet (provided)
- VI. Further Vendor Data
 - a. 100% Performance Bond Proof
 - b. Bid Bond equating to 10% of the first years cost
 - c. A copy of your certificate of insurance. The Hamilton County Department of Education must be added to the policy as additional named insured by policy endorsement. Evidence of endorsement (s) must be included with certificate of insurance (s). Contractor must provide general liability insurance (\$2,000,000 min.), automobile liability insurance (\$5,000,000 min or as required by DOT and/or FMCSA) and, workers compensation and employers' liability insurances as required by the State of Tennessee.
- VII. All Other Forms Provided
 - a. DECLARATION/STATEMENT BY PROPOSER
 - b. TITLE IX COMPLIANCE
 - c. CERTIFICATION OF COMPLIANCE WITH TENN. CODE Ann. Sec. 49-5-413(d)
 - d. NON-COLLUSION AFFIDAVIT
 - e. AFFIDAVIT OF COMPLIANCE WITH DRUG-FREE WORKPLACE REQUIREMENTS OF TENNESSEE CODE ANNOTATED, § 50-9-113
 - f. HAMILTON COUNTY DEPARTMENT of EDUCATION VENDOR INFORMATION FORM AND W9
 - g. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT
- VIII. Cost Proposal (provided)

Proposers must provide one (1) bound original hard copy of the proposal with items I through VII above and five (5) bound hard copies, marked each as "original" or "copy", along with a digital copy of the proposal with items I through VII above on a flash drive formatted in a PDF version.

Proposers must provide one (1) original hard copy of Item VIII (Cost Proposal) and five (5) hard copies, marked each as "original" or "copy", along with a digital copy of the Cost Proposal on a flash drive formatted in a PDF version. All Cost Proposal items should be sealed in a separate envelope and sent with the above bound proposal items. The Cost Proposal sealed envelope should be marked as follows:

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**HAMILTON COUNTY DEPARTMENT OF EDUCATION
REQUEST FOR PROPOSALS
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MANAGEMENT SERVICES
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COST PROPOSAL**

Facsimile (FAX) transmissions of proposals will not be accepted.

It is understood that the HCDE reserves the right to reject any or all proposals or waive any informality in a proposal and it is expressly contemplated that no contract exists on the part of the HCDE and the Proposer until formal written notice has been given or until a contract is executed. It is understood that the HCDE reserves the right to award a contract for the proposal in the manner deemed to be in the best interest of the HCDE.

The HCDE will ensure compliance by checking references listed in the proposals, as well as any other sources to confirm any vendor requirement.

The District may choose to conduct interviews, company visits, or proceed to the negotiations process based on the written proposal only. Therefore, all Proposers are advised to submit a thorough and complete proposal document.

II. Prohibition of Alterations

Proposals which are incomplete or conditioned, or which contain any erasures, alterations, addition of items not called for in the Proposal Format section above, or which contain irregularities of any kind, or which are not in conformity with the law may be rejected, as well as proposals that take exception to specifications or those that place conditions on the contracted services, unless specifically indicated as acceptable.

III. Acceptance of Conditions

Each Proposer, by the submission of a proposal, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

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PROPOSAL EVALUATION

The proposals shall be subjectively evaluated by the Hamilton County Board of Education with points assigned based upon desirable features. Those proposals submitted that do not meet mandatory requirements will not be rated.

Each Proposer submitting a proposal should understand that the nature of the Hamilton County Department of Education (HCDE) student transportation operation is so complex that detailed specifications of services to be performed are not detailed in this RFP. Rather, the intent is for the Proposer to document their expertise, experience, and capability outlined in the Proposal Instructions section. To reiterate, the proposal must be complete, clear, and concise. The following categories, not listed by rank, are the principal criteria by which proposals will be evaluated. All proposals from qualified transportation companies that provide the entire minimum required qualifications and that pass the financial strength tests will then be evaluated and weighted on the following criteria:

1. **Cost:** Cost of proposal per costing sheet and indicated by the references in the proposal and throughout all negotiations process.
2. **Business Stability:** Stability of the business operated by the Proposer based on references provided by the Proposer in the proposal, as well as references of financial institutions.
3. **Financial Strength:** Financial ability of the Proposer to operate their company in a way as to provide uninterrupted sustainable bus transportation management services to the HCDE.
4. **Quality of Service:** Quality level of service and professionalism of staff provided to other school systems based on references and interviews.
5. **Human Resources Management:** Qualifications and experience of management and staff, driver selection programs and training including pupil management, and ability to retain qualified employees to include substitute drivers to ensure uninterrupted and sustainable bus transportation management services to the HCDE.
6. **Performance:** Ability to meet or exceed the performance goals and requirements of District as set forth in this RFP including on responsiveness, on time service, professionalism, public relations, and detail to safety.
7. **Fleet Management:** Replacement plan for equipment and quality of maintenance program to ensure safe and up to date equipment to ensure uninterrupted and sustainable bus transportation management services to the HCDE.
8. **Safety:** Documented safety program, safety history, and references provided on safety practices of the company for student, staff, and public safety.
9. **Routing Management Capability:** Knowledge and ability to provide routing management route assistance primarily but not exclusively with the Edulog Computerized Routing software.

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Item	Evaluation Point Value
1. Cost	20 points
2. Business Stability	10 points
3. Financial Strength	10 points
4. Quality of Service	10 points
5. Human Resources Management:	5 points
6. Performance	10 points
7. Fleet Management	5 points
8. Safety	25 points
9. Routing Management Capability	5 points
TOTAL	100 points

The Hamilton County Board of Education will evaluate the proposals based on the above criteria, as well as on the following factors:

- a. Motivation
- b. Professionalism
- c. Philosophy of Service
- d. Flexibility

The Hamilton County Board of Education will select the company that it deems most qualified to serve the interests of the District, then proceed to the negotiations process.

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GENERAL TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the Proposer agrees to the following terms and conditions of service to the HCDE.

I. Definitions

- **AGREEMENT** – Contract between the District and the successful Proposer
- **DISTRICT** – Hamilton County Board of Education, Hamilton County Schools, or HCDE all used interchangeably
- **PROPOSER** – An individual or company, experienced and qualified in the area of school bus operations, that elects to provide the District with a proposal for providing bus transportation services
- **PROPOSAL** – Detailed information provided by a Proposer outlining the manner in which Proposer intends to provide bus transportation services to the HCDE
- **SCHOOL BUS or BUSES** – A regulation School Bus that meets or exceeds State of Tennessee minimum standards and meets the specification of equipment as laid out as standards in the Specific Terms and Conditions: Equipment section (RFP/Bid File 19-23)

II. Term of Contract

The term of this initial contract period shall be over three (3) service years from July 1, 2019 through June 30, 2022. Upon satisfactory evaluation this contract may be extended for up to one consecutive year following the initial three-year service period.

III. District Policies

The HCDE shall have the exclusive right and obligation to set standards or policies for District operations. Policies include those regarding student transportation in general, and in particular as to the beginning and ending time schedules of schools, walking distances to school, the establishment of bus stops, bus arrivals and departure times, railroad crossings, current route descriptions, student discipline and all other pertinent policies relating to transportation.

The HCDE shall designate the students for whom the Proposer shall provide regular route service and for those who are defined for special education route service. The Proposer shall provide regular service for such students for each day that school is in session during the term of this agreement and shall provide other special service for such students and authorized District staff as the District may require.

IV. Insurance

A. Certificate of Insurance:

The Proposer, at its sole expense, shall procure and furnish the District with a Certificate of Insurance naming the HCDE, including its Board Members, Officers, Agents, Employees and Volunteers, acting on behalf of the HCDE, as additional insured. The Certificate of Insurance shall be provided annually and maintained on file

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continuously, for the term of the Agreement, at the District Office. The insurance minimums satisfactory to the District shall be as set forth below. The insurance shall be kept current during the Agreement and the District requires a 30-day written notification prior to any cancellation of the required insurance should a change in insurance carriers take place.

B. Coverage:

The Proposer shall provide and pay premiums on insurance against bodily injury liability and property damage protecting the District, its Board Members, and the individual members thereof, the owners of the buses, drivers of the buses, and supervisory personnel with the following coverage and sums:

- i. Commercial General Liability – The Proposer shall obtain, at the Proposer’s expense, and keep in effect during the term of this contract Commercial General Liability insurance covering bodily injury and property damage. This insurance shall include products/completed operations liability coverage, personal injury liability coverage, and contractual liability coverage for the indemnity provided under this contract.

Combined single limit per occurrence shall not be less than \$1,000,000 or equivalent. Each annual aggregate limit shall not be less than \$1,000,000 where applicable.

- ii. Automobile Liability – The Proposer shall obtain, at the Proposer’s expense, and keep in effect during the term of this contract Automobile Liability insurance covering bodily injury and property damage.

Combined single limit per occurrence shall not be less than \$1,000,000 or equivalent.

- iii. Umbrella/Excess Liability – The Proposer shall obtain, at the Proposer’s expense, keep in effect during the term of this contract Umbrella/Excess Liability insurance.

Combined single limit per occurrence shall not be less than \$10,000,000. Aggregate limit shall not be less than \$10,000,000.

- iv. Additional Insured – Hamilton County Board of Education and Hamilton County Schools, its elected officials (Board Members), departments, employees, volunteers, and agents shall be named as additional insureds on said policies.

- v. Hold Harmless – The Proposer shall also defend, indemnify, and hold harmless the District from and against any and all claims, suits, judgements, and demands whatsoever, including without any limitation, cost, litigation expense, counsel fees, and liability with respect to injury to or death of any person by reason of negligent operation of the buses of the Proposer.

- vi. Workers’ Compensation Insurance shall be maintained as required by law.

C. Confidentiality:

The HCDE and the Proposer agree to comply with applicable laws relating to protected health information (HIPPA) and protected student information (FERPA). Both parties shall ensure that its personnel, employees, affiliates, and agents maintain the individual confidentiality of all persons served by this agreement as well as each entity’s business information.

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D. CYBER SECURITY:

The HCDE and the Proposer acknowledge that it may be necessary to electronically transfer data regarding students, staff, and general business information to ensure the Proposer is able to provide the services required by this Agreement. It is the expectation of the HCDE that the Proposer has taken industry accepted and appropriate steps to ensure the security and confidentiality of electronic data. The HCDE is not responsible for any third-party injury (or injuries) and/or claim(s) that may arise in connection with proposer's actions or inactions in this area.

E. SEXUAL ABUSE AND MOLESTATION:

The Proposer's General Liability policy must not specifically exclude coverage for sexual abuse and molestation. If sexual abuse and molestation coverage is excluded under the General Liability policy, evidence of separate sexual abuse and molestation coverage of not less than \$2,000,000 per occurrence and \$3,000,000 aggregate each claim, incident, or occurrence must be provided to the HCDE in the form of a certificate of insurance and must be approved by the HCDE prior to the execution of this agreement.

V. Hold Harmless

In addition to the insurance requirements included as part of the Agreement, the Proposer shall also defend, indemnify, and hold harmless the HCDE and its agents and employees acting in their official capacities as such from and against any and all claims, suits, judgments and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Proposer, any subcontractor, or any other person directly or indirectly employed by them or any of them, while engaged in the performance of the work or any activity associated therewith, or related thereto.

VI. Force Majeure

- A. In the event the Proposer is unable to provide transportation because of Acts of God, fire, flood, riot, war, picketing, civil commotion, strikes, labor disputes, the HCDE shall excuse the Proposer from performance hereunder and shall have the right, but not be required, to take over the safe and legal operation of such buses that the Proposer is prevented from running with school employees, or other persons as the HCDE may deem appropriate until the Proposer is able to resume operations, provided however, the insurance and hold harmless indemnification clauses herein shall not apply in such a situation. In this event, the District shall pay to the proposer for buses used, same amount specified in the rate schedule applicable for that year, less all reasonable expenses and cost incurred by the District in securing the services of such operating personnel. The Proposer shall not be released from contractual obligation because of the above-mentioned conditions until satisfactorily established that the nonperformance is not due to the fault or neglect of the Proposer.
- B. If neither the District nor the Proposer operates the buses, the District is not obligated to any payments.
- C. The Proposer agrees to make every reasonable effort to provide transportation in the event of a strike by the District's employees.

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VII. Arbitration

Any disagreement regarding the interpretation, meaning or effect of any provision of the Agreement may be settled by arbitration if so requested by both parties in writing. In case of such a written request, the parties agree that within 60 days, binding arbitration will be entered into, with each party having selected an arbitrator, and the two having selected a third. The decision of the majority of the arbitrators shall be binding upon each of the parties hereto. The cost of such arbitration shall be shared equally between the parties.

VIII. Assignment of Contract

Neither this Agreement nor any interest herein shall be assigned to any other party or parties without the prior written consent of the HCDE. In the event of any attempt to transfer interest without the HCDE permission, the HCDE may terminate this Agreement with a notice period of its own choosing.

IX. Funding

The parties recognize that revenue needed to fund this Agreement must be approved by established budget procedures. The parties also recognize that the revenue received by the District is sometimes affected by circumstances outside the control of the District. This Agreement, therefore, is entered into contingent upon the ability of the District to fund this Agreement. Should the District experience an unexpected shortfall, which would affect the District's ability to fund this Agreement the compensation for any partial periods shall be prorated, based upon a daily basis consistent with the compensation terms of the Agreement. If funding inadequacies require a reduction in payments, corresponding reductions in service shall be negotiated between the District and the Proposer.

X. Severability

Should any provision of the Agreement between the District and Proposer, or the application thereof, be held invalid or unenforceable, the remainder of the Agreement and the application thereof, other than those provision(s) as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

XI. Disclosure of Independence and Relationship

Prior to the establishment of any Agreement, the potential Proposer shall certify in writing to the District that no relationship exists between the potential Proposer and the contracting officer or the District that interferes with fair competition or is a conflict of interest, and that no relationship exists between the potential Proposer and another person or organization that constitutes a conflict of interest with respect to an Agreement with the District. The District may waive this provision, in writing, if these relationships of the potential Proposer will not be averse to the interests of the District.

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XII. Taxes

The District is tax-exempt and any tax liability that might be incurred by the Proposer for personal or real property is the sole responsibility of the Proposer.

XIII. Failure to Meet Established Performance Standards

If the Proposer fails to meet the established performance standards, the District may:

- a) Reduce or withhold payment
- b) Require the Proposer to perform at proposer's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c) Declare a default, terminate the public contract and seek damages and other relief available under the terms of the public contract or other applicable law.

XIV. Termination or Suspension of Proposer Services

- A. The District may terminate this Agreement immediately in the event that the District's Board of Education or Superintendent reasonably concludes that the Proposer's performance under this Agreement has endangered the health, safety, or welfare of the District's pupils so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by the District to the Proposer by either delivery of written notice of such termination to the Proposer's local office or facility or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by the Proposer to the District for the purposes of delivering notices under the Agreement.
- B. The District may otherwise terminate this Agreement with the Proposer, without cause, by giving 180 days written notice of termination to proposer. Said notice to be delivered by either delivery of written notice of such termination to the Proposer's local office or facility or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by the Proposer to the District for the purposes of delivering notices under the Agreement.
- C. The District may terminate this Agreement if the District gives written notice to the Proposer of its intent to terminate this Agreement if the Proposer is in default under the Agreement for any of the reasons set forth below in this section and the Proposer should fail within 60 days after receiving such notice from the District to remedy said default set forth in the notice from the District. The following events shall be a default by the Proposer and shall be subject to this 60-day notice requirement:
 - i. Should proposer be or become insolvent.
 - ii. Should proposer make a general assignment for the benefit of creditors.
 - iii. Should proposer file for protection under the bankruptcy laws of the United States.
 - iv. Should proposer repeatedly refuse or fail to supply sufficient properly qualified drivers or buses to perform the transportation services requirements for the District as set forth in this Agreement.

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- v. Should proposer regularly fail to perform the transportation services required under this Agreement in compliance with the required time schedule.
 - vi. Should proposer regularly fail to comply with the District's transportation policies.
 - vii. Should proposer willfully disregard laws, ordinances, governmental rules or regulations or should repeatedly disregard the instructions of the District, which are consistent with this Agreement.
 - viii. Should proposer commit any other material breach of this Agreement.
- D. In the event of termination under any provision herein, the District, at its sole discretion, may elect to purchase from the Proposer all or selected transportation vehicles then in use in the District. The purchase of vehicles under this provision shall be at the then current fair market value. The District must give written notice to the Proposer of its intent to purchase vehicles at the time the termination notice is provided and must specifically identify vehicles to be purchased within 30 days of the notice of termination or intent to terminate.

XV. Financial Interest, Fraud, and Collusion

A Proposer filing a proposal thereby certifies that, with regard to this RFP, no officer, agent, or employee of the District who has a pecuniary interest in this RFP or proposal has participated in the contract negotiations on the part of the District, and that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other the Proposer to this RFP. Further, the Proposer certifies that with regard to this RFP, the Proposer is competing solely on the Proposer's own behalf without connection with, or obligation to, any undisclosed individual, partnership, company, corporation or Limited Liability Entity.

XVI. Duration of Offer

Proposal prices and provisions shall remain firm for 90 calendar days after the submission deadline indicated above. The successful Proposer shall not alter the terms or price of their proposal if said proposal is accepted within 90 days of the submission deadline indicated above. Price increases or changes in terms by others after the acceptance will not be considered. An award of the contract to any Proposer shall not constitute a rejection of any other proposal and the District will remain free to accept other proposals.

XVII. Risk of Loss and Damage

The Proposer **will be liable for all damages arising out of the proposer's negligence or fault in connection with this RFP.** The District will not be responsible for the loss or damage of any items during the RFP process, unless negligence on the part of the District has been established in a court of law.

XVIII. Background Check

The General Assembly of the State of Tennessee requires any person, corporation, or other entity that enters into or renews a contract with a local board of education comply with Tennessee Code Ann. Sec. 49-5-413(d).

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Tennessee Code Ann. Sec. 49-5-413(d) 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. TPC587 provides guidance for employees who have been convicted of an offense.

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DECLARATION/STATEMENT BY PROPOSER

The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-contractors have _____ have not _____ violated or participated in a violation of (please indicate appropriate answer and be specific) 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 _____ have not _____ (please indicate appropriate answer) been debarred by any governmental agency (Federal, state, or local). If your response is affirmative, please explain circumstances and the occasion. Failure to complete this statement shall be cause for your RFP being considered non-responsive to this Bid Proposal Form and subject to rejection.

Signature _____

Company Name _____

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TITLE IX COMPLIANCE

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.

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.

General Information

I certify that no Hamilton County Board of Education member or Department of Education employee has any financial interest in this company or will profit in any way from this potential purchase.

Signed _____ Dated _____

Print Name _____ Email _____

Company _____ Telephone No. _____

Address _____

City _____ State _____ Zip Code _____

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CERTIFICATION OF COMPLIANCE WITH TENN. CODE Ann. Sec. 49-5-413(d)

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 Code Ann. Sec. 49-5-413(d)

Tennessee Code Ann. Sec. 49-5-413(d) 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.

Tennessee Code Ann. Sec. 49-5-413(d) 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 Code Ann. Sec. 49-5-413(d) and certify compliance with the regulations.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

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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 proposer 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 proposer with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

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**NON-COLLUSION AFFIDAVIT
(Attachment A)**

State of _____ Contract/RFP/Bid File 19-23

County of _____

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

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

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries,
(Name of my Firm)

officers, directors, and 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:

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Non-Collusion Affidavit
Page 2

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

acknowledges that the above representations 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: _____

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**AFFIDAVIT OF COMPLIANCE WITH DRUG-FREE WORKPLACE
REQUIREMENTS OF TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with bid by construction contractor with five (5) or more employees)

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.

Signature of President or 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: _____

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PROPOSER QUESTIONNAIRE

FOR
Hamilton County Department of Education
Student Transportation Management Services RFP
RFP/Bid File 19-23

TO THE PROPOSER:

The information provided here in will be used to assist Hamilton County Department of Education (HCDE) in evaluating the qualifications of the Proposer to satisfactorily provide a student transportation management services. The questionnaire must be filled out accurately and completely and submitted to the District with the Proposer’s bid response. The failure to complete the form and return it by the time specified, or any other errors, omissions, or misrepresentation in the questionnaire may result in the Proposer being excluded from bidding or may be considered as a basis for the rejection of the Proposer’s bid. Any incorrect or false information submitted may also be considered a default of any subsequent contract executed by the Proposer and the District.

Additional sheets may be attached to this questionnaire by the Proposer if there is not adequate room on this form.

I. Description of the Proposer’s Organization.

A. Name of Organization (also include any trade names utilized by the Proposer).

B. Type of Organization

1. Corporation: Yes No

a. State of Incorporation:

b. Name and Titles of Principal Officers:

c. If Proposer corporation is a subsidiary, give name and address of the parent corporation.

2. Limited Liability Company Yes No

a. State of Organization

b. Name of Members:

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c. Name of Managers (if any):

d. If the Proposer company is a subsidiary, give name and address of parent corporation or company.

3. Partnership? Yes No

a. State whether a general or limited partnership.

b. List general partner's names and residence addresses.

4. Proprietorship? Yes No

II. Nature of Operations.

A. Is your firm currently engaged in transportation of school services? Yes No
State the number of years you have been engaged in school transportation services: _____

B. List all transportation contracts involving more than 200 buses that you are currently serving or that you have served in the previous three (3) years. For each contract show the name and address of the school served, the name of the personnel of the school district in charge of transportation the approximate average daily number students transported, and the approximate average daily number of buses utilized (Attach and use additional sheet if necessary).

C. Have you ever had a student transportation contract cancelled or terminated before its expiration? Yes No

If Yes, give the reasons for cancellation or termination and the name and address of the school district cancelling or termination the contract (Attach and use additional sheet if necessary).

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III. Vehicle Data.

If awarded this Bid, do you intend to purchase new buses for the performance of the contract? If not, list the buses by make, size, year, model, and type of fuel that you intend to use (Attach and use additional sheet if necessary).

IV. Management and Advisory Personnel.

Give name, title, and a brief resume of the person that propose to be responsible for the overall management of student transportation operations for the Hamilton County Department of Education (HCDE), during performance of this contract (Attach and use additional sheet if necessary).

V. Driver Personnel.

A. The approximate number of full or part time school bus drivers now in your regular employment.

1. Full Time

2. Part Time

B. What procedures do you have to verify information on employment applications? (Attach and use additional sheet if necessary)

C. Do you use any pre-employment driver test procedures? Yes No
Describe briefly (Attach and use additional sheet if necessary).

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- D. Please describe the background check procedures you utilize for prospective employees (Attach and use additional sheet if necessary).

VI. Preventative Maintenance and Mechanical Repair.

- A. Briefly describe your preventive maintenance program (Attach and use additional sheet if necessary).

- B. Do you a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.) Yes No

- C. If Yes, please describe (Attach and use additional sheet if necessary).

- D. What qualification and experience requirements do you have for employment of your mechanical personnel (Attach and use additional sheet if necessary)?

VII. Driver Training and Safety.

- A. Do you have and established and continuing driver training program in your present operation? Yes No

If Yes, describe the program briefly (Attach and use additional sheet if necessary):

- B. Do you have an established, continuing safety program? Yes No

If Yes, outline the essential features of your safety program (Attach and use additional sheet if necessary).

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C. Give name, title, and a brief resume of the person(s) charged with the responsibility of this program (Attach and use additional sheet if necessary).

D. How often are safety meetings required to be held?

VIII. Financial and Credit Data

Please attach completed audited financial statements including the auditor’s notes, for its last three (3) years. If the Proposer has not had its financial statements audited by an independent accounting firm, the Proposer must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:

- a. Recently audited (or best available) financial statements
- b. Dunn and Bradstreet Rating
- c. Lines of credit
- d. Evidence of a successful financial track record
- e. Evidence of adequate working capital

Please identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with HCDE (Attach and use additional sheet if necessary).

Signature: _____

Printed Name: _____

Title: _____

Company: _____

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PROPOSER REFERENCE FORM

1.

Client Name:

Address:

Services Provided:

Date(s) of service:

Contact Name & Title:

Phone Number:

Email Address:

2.

Client Name:

Address:

Services Provided:

Date(s) of service:

Contact Name & Title:

Phone Number:

Email Address:

3.

Client Name:

Address:

Services Provided:

Date(s) of service:

Contact Name & Title:

Phone Number:

Email Address:

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PROPOSER REFERENCE FORM
(continued)

4.

Client Name:

Address:

Services Provided:

Date(s) of service:

Contact Name & Title:

Phone Number:

Email Address:

5.

Client Name:

Address:

Services Provided:

Date(s) of service:

Contact Name & Title:

Phone Number:

Email Address:

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COST PROPOSAL

Name / Contractor:		Date:			
VEHICLE TYPE	NUMBER OF DAYS PER YEAR	COST PER BUS PER DAY			
		2019-2020	2020-2021	2021-2022	2022-2023
SCHOOL YEARS					
Vehicle Type:					
Regular Transportation-Bus Types:	Approx. 176				
Bus Aides	Approx. 176				
Special Education Transportation Bus Types:	Approx. 176				
Bus Aides	Approx. 176				
Misc. Transportation Programs					
Summer School	26				
Saturday School	0				
After School	50				
Noon Day	135				
Sports/Activity Trips- Cost per mile					
Sports/Activity Trips- Cost per hour					
Sports/Activity Trips- Minimum charge per trip					

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**Hamilton County Department of Education
Vendor Information Form**

Name: (as appears on your income tax return) _____

Business Name: (if different from above) _____

Mailing address for **payments**

Mailing address for **purchase orders/ bids**

Contact Person _____

Phone: _____

Email: _____

Fax: _____

Signature _____

Printed _____

Title _____

Dated _____

Hamilton County Department of Education
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Form W-9
(Rov. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)
Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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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 bidder proposal regardless of where the principal place of business is located.

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

Certification Requirements.

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

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

CERTIFICATION:

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

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

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

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

STATE OF _____
COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires:_____

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APPENDIX A: SCHOOL INFORMATION

Hamilton County Schools ADM 2018-2019

School	ADM	Grade	Address / City (Chatanooga if not otherwise noted)	Zipcode
Allen Elementary School	517	K-5	9811 Dallas Hollow Rd., Soddy-Daisy	37379
Alpine Crest Elementary School	278	K-5	4700 Stagg Road	37415
Apison Elementary School	567	K-5	10433 East Brainerd Rd., Apison	37302
Barger Academy	449	K-5	4808 Brainerd Road	37411
Battle Academy for Teach/Learning	359	K-5	1601 Market Street	37408
Bess T. Shepherd Elementary School	532	K-5	7126 Tyner Road	37421
Big Ridge Elementary School	494	K-5	5210 Cassandra Smith Road, Hixson	37343
Brainerd High School	609	9-12	1020 N. Moore Road	37411
Brown Middle School	472	6-8	5716 Highway 58, Harrison	37341
Calvin Donaldson Environmental Science Academy	437	K-5	927 West 37th Street	37410
Central High School	901	9-12	5728 Highway 58, Harrison	37341
Chattanooga High Center for Creative Arts	589	6-12	1301 Dallas Road	37405
Chattanooga School for Liberal Arts	449	K-8	6579 East Brainerd Road	37421
Chattanooga School For The Arts and Sciences Lower	366	K-5	865 East Third Street	37403
Chattanooga School For The Arts and Sciences Upper	666	6-13	865 East Third Street	37403
Clifton Hills Elementary School	598	K-5	1815 East 32nd Street	37407
Daisy Elementary School	383	K-5	620 Sequoyah Road, Soddy Daisy	37379
Dalewood Middle School	357	6-8	1300 Shallowford Road	37411
DuPont Elementary School	321	K-5	4134 Hixson Pike	37415
East Brainerd Elementary School	1,127	K-5	7660 Goodwin Road	37421
East Hamilton School	1,749	6-12	2015 Ooltewah Ringgold Rd., Ooltewah	37363
East Lake Academy of Fine Arts	590	6-8	2700 East 34th Street	37407
East Lake Elementary School	525	K-5	3600 13th Avenue	37407
East Ridge Elementary School	1,039	K-5	1014 John Ross Road	37412
East Ridge High School	818	9-12	4320 Bennett Road, East Ridge	37412
East Ridge Middle School	699	6-8	4400 Bennett Road, East Ridge	37412
East Side Elementary School	570	K-5	1603 South Lyerly Street	37404
Hamilton County Collegiate High at Chatt State	134	9-12	4501 Amnicola Highway	37406
Hamilton County High School	150	9-12	9050 Career Lane, Ooltewah	37363
Hardy Elementary School	421	K-5	2100 Glass Street	37406
Harrison Elementary School	408	K-5	5637 Highway 58, Harrison	37341
Hillcrest Elementary School	286	K-5	4302 Bonny Oaks Drive	37416
Hixson Elementary School	427	K-5	5950 Winding Lane, Hixson	37343
Hixson High School	896	9-12	5705 Middle Valley Road, Hixson	37343
Hixson Middle School	660	6-8	5681 Old Hixson Pike, Hixson	37343

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Hamilton County Schools Information 2018-2019

School	ADM	Grade	Address / City (Chatanooga if not otherwise noted)	Zipcode
Hunter Middle School	785	6-8	6810 Teal Lane, Ooltewah	37363
Lakeside Academy	401	K-5	4850 Jersey Pike	37416
Loftis Middle School	615	6-8	8611 Columbus Road, Hixson	37343
Lookout Valley Elementary School	282	K-5	701 Brown's Ferry Road	37419
Lookout Valley Middle/High School	351	6-12	350 Lookout High Street	37419
McConnell Elementary School	542	K-5	8629 Columbus Road, Hixson	37343
Middle Valley Elementary School	795	K-5	1609 Thrasher Pike, Hixson	37343
Nolan Elementary School	641	K-5	4435 Shackleford Ridge Rd., Signal M	37377
Normal Park - Lower	365	K-3	1009 Mississippi Avenue	37405
Normal Park - Upper	437	8-Apr	1219 Shackleford Ridge Rd., Signal M	37405
North Hamilton County Elementary	374	K-5	601 Industrial Blvd., Sale Creek	37373
Ooltewah Elementary School	988	K-5	8890 Snowy Owl Rd., Ooltewah	37363
Ooltewah High School	1,537	9-12	6123 Mountain View Rd., Ooltewah	37363
Ooltewah Middle School	449	6-8	5100 Ooltewah-Ringgold Rd., Ooltewa	37363
Orchard Knob Elementary School	471	K-5	2000 East 3rd Street	37404
Orchard Knob Middle School	449	6-8	500 N. Highland Park Ave	37404
Red Bank Elementary School	605	K-5	1100 Mountain Creek Road	37405
Red Bank High School	800	9-12	640 Morrison Springs Road	37415
Red Bank Middle School	578	6-8	3701 Tom Weathers Drive	37415
Rivermont Elementary School	281	K-5	3330 Hixson Pike	37415
Sale Creek Middle/ High School	537	6-12	211 Patterson Road, Sale Creek	37373
Sequoyah High School	338	9-12	9517 Ridge Trail Road, Soddy	37379
Signal Mountain Middle/High School	1,254	6-12	2650 Sam Powell Trail, Signal Mounta	37377
Snow Hill Elementary School	518	K-5	9042 Career Lane, Ooltewah	37363
Soddy Daisy High School	1,219	9-12	618 Sequoyah Access Rd., Soddy	37379
Soddy Daisy Middle School	425	6-8	200 Turner Road, Soddy	37379
Soddy Elementary School	483	K-5	260 School Street, Soddy Daisy	37379
Spring Creek Elementary School	682	K-5	1100 Spring Creek Road	37412
STEM School Chattanooga	424	9-12	4501 Amnicola Highway	37406
The Howard School	935	9-12	2500 South Market Street	37408
Thrasher Elementary School	568	K-5	1301 James Blvd., Signal Mountain	37377
Tommie F. Brown International Academy	274	K-5	718 East 8th Street	37403
Tyner Academy	538	9-12	6836 Tyner Road	37421
Tyner Middle Academy	436	6-8	6837 Tyner Road	37421
Wallace A. Smith Elementary School	607	K-5	6930 Teal Lane, Ooltewah	37363
Westview Elementary School	564	K-5	9629 East Brainerd Road	37421
Wolftever Creek Elementary School	549	K-5	5080 Ooltewah-Ringgold Rd., Ooltewa	37363
Woodmore Elementary School	273	K-5	800 Woodmore Lane	37411
TOTAL: 42,617				

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APPENDIX AA: LEARNING COMMUNITIES

Harrison Bay

Executive Director: Dr. John Tharp

Elementary

[Harrison Elementary](#)

[Hillcrest Elementary](#)

[Lakeside Academy](#)

[Ooltewah Elementary](#)

[Shepherd, Bess T.](#)

[Snow Hill Elementary](#)

[Smith, Wallace A. Elementary](#)

[Wolftever Creek Elementary](#)

Middle

[Brown Middle](#)

[Hunter Middle](#)

[Ooltewah Middle](#)

High

[Central High](#)

[Hamilton County Adult
High](#)

[Ooltewah High](#)

Missionary Ridge

Executive Director: Dr. Larrie Reynolds

Elementary

[Apison Elementary](#)

[Chattanooga Schools for the
Liberal Arts](#)

[East Brainerd Elementary](#)

[East Ridge Elementary](#)

[East Side Elementary](#)

[Spring Creek Elementary](#)

[Westview Elementary](#)

Middle

[Chattanooga Schools for
the Liberal Arts](#)

[East Ridge Middle](#)

[Tyner Middle Academy](#)

High

[Collegiate High](#)

[East Hamilton
Middle/High](#)

[East Ridge High](#)

[STEM School Chattanooga](#)

[Tyner Academy](#)

North River

Executive Director: Dr. Neelie Parker

Elementary

[Allen Elementary](#)

[Big Ridge Elementary](#)

[Daisy Elementary](#)

[DuPont Elementary](#)

[Hixson Elementary](#)

[McConnell Elementary](#)

[Middle Valley Elementary](#)

[North Hamilton County](#)

[Soddy Elementary](#)

Middle

[Hixson Middle](#)

[Loftis Middle](#)

[Soddy Daisy Middle](#)

High

[Hixson High](#)

[Sale Creek Middle/High](#)

[Sequoyah High](#)

[Soddy Daisy High](#)

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Rock Point

Executive Director: Dr. Robert Sharpe

Elementary

[Alpine Crest Elementary](#)

[Battle Academy](#)

[Brown Academy](#)

[CSAS Lower](#)

[Lookout Mountain Elementary](#)

[Lookout Valley Elementary](#)

[Normal Park Lower](#)

[Nolan Elementary](#)

[Red Bank Elementary](#)

[Rivermont Elementary](#)

[Thrasher Elementary](#)

Middle

[Normal Park Upper](#)

[Red Bank Middle](#)

High

[Center for Creative Arts](#)

[CSAS-Upper](#)

[Lookout Valley](#)

[Middle/High](#)

[Red Bank High](#)

[Signal Mountain](#)

[Middle/High](#)

Opportunity Zone

Executive Director: Chief Jill Levine

Elementary

[Barger Academy](#)

[Calvin Donaldson Academy](#)

[Clifton Hills Elementary](#)

[East Lake Elementary](#)

[Hardy Elementary](#)

[Orchard Knob Elementary](#)

[Woodmore Elementary](#)

Middle

[Dalewood Middle](#)

[East Lake Middle](#)

[Academy](#)

[Orchard Knob Middle](#)

High

[Brainerd High](#)

[The Howard School](#)

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APPENDIX B: SCHOOL CALENDAR

APPROVED CALENDAR

2019-2020

Final Recommendation

Color Key

#	Admin In-Service**	6
#	Full Student Day	176
#	PD Day (Stockpile)	4
#	Paid Holiday	5
#	Winter Break (Paid)	10
TOTAL:		201
#	Unpaid Holiday	12
#	End of Qtr (BI / Gr)	
#	Buses run early release	

1st SEMESTER (87 Days)		87
Q1	42	days
Q2	45	days

2nd SEMESTER (93 Days)		93
Q3	50	days
Q4	43	days

Admin In-Service: Aug. 1-2, 5-6
 First Day for Students: Aug. 7
 Labor Day: Sept. 2
 Fall Break: Oct. 7-11
 PD Day: Oct. 14
 Thanksgiving Break: Nov. 27-29
 Winter Break: Dec. 19 - Jan. 1
 PD Days: Jan. 2-3
 MLK Day: Jan. 20
 Presidents Day: Feb. 17
 PD Day: Mar. 16
 Spring Break: Apr. 3, Apr. 6-9
 Spring Holiday: Apr. 10
 Last Day for Students/Report Cards:
 May 21
 Last Day for Teachers/Admin In-
 Service: May 22

August

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

December

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

January

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

February

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

March

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

** (The 6th in-service day is an additional half-day added within a six-week window each semester. These extended days are for Parent-Teacher Conferences.) cs/cal 19-20 #3

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APPENDIX C: 2018-2019 CURRENT FLEET ROUTE CONFIGURATION

The following is a list of current special needs routes and regular home to school serving the district. This schedule does not include field trips or other special routes. All routes are subject to variation from the schedule presented below.

Special Needs Routes	Capacity	Average Daily Riders	Lift (Yes or No)	Average Miles	Approximate Daily Route Hours
200	10 seat, 2 WC*	15/15	Y	58	6.25
201	12 seat, 1 WC*	21/21	Y	52	6.5
202	12 seat, 1 WC*	9-Aug	Y	81	5.25
203	8 seat, 3 WC*	16/15	Y	99	6.5
204	12 seat, 1 WC*	15/19	Y	96	6.5
205	12 seat, 1 WC*	12-Oct	Y	129	6.25
206	10 seat, 2 WC	15/15	Y	64	6
207	10 seat, 2 WC	14/12	Y	67	6
208	16 seat, 3 WC*	22/22	Y	59	6.75
209	10 seat, 2 WC*	17/13	Y	101	7.75
210	12 seat, 1 WC*	15/15	Y	137	6.25
211	10 seat, 2 WC*	13/15	Y	65	6.75
212	10 seat, 2 WC*	11-Nov	Y	70	5.75
213	12 seat, 1 WC*	14/14	Y	75	7.25
214	12 seat, 1 WC*	16/18	Y	100	7
215	13 seat, 0 WC	13/16	Y	103	7.25
216	10 seat, 2 WC*	18/17	Y	92	7
217	12 seat, 1 WC*	9-Sep	Y	74	6
218	11 seat, 2 WC*	10-Nov	Y	107	5.25
219	8 seat, 3 WC*	6-Sep	Y	153	7.75
220	13 seat, 0 WC	15/20	Y	131	8.25
221	10 seat, 2 WC*	14/12	Y	67	6
222	12 seat, 1 WC*	16/11	Y	114	6.25
223	12 seat, 1 WC*	11-Sep	Y	89	6.75
224	13 seat, 0 WC	12-Nov	Y	138	7.5
225	11 Seat, 1 WC*	9-Jun	Y	79	7.5
226	12 seat, 1 WC*	8-Dec	Y	131	6.25
227	10 Seat, 2 WC*	10-Sep	Y	110	6.25
228	10 seat, 2 WC*	13-Dec	Y	108	6.75
229	12 seat, 1 WC*	17/20	Y	71	8
230	12 seat, 1 WC*	6-Jun	Y	94	6
231	12 seat, 1 WC*	19/20	Y	93	6.25

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232	12 seat, 1 WC*	14-Dec	Y	147	9
233	10 seat, 2 WC*	6-May	Y	180	9
234	12 seat, 1 WC*	14/9	Y	150	8
235	12 seat, 1 WC*	7-May	Y	58	4.25
236	13 seat, 0 WC	7-Jul	Y	107	6
237	12 seat, 1 WC*	11-Oct	Y	76	5.5
238	10 seat, 2 WC*	8-Dec	Y	122	6.75
239	11 Seat, 1 WC*	11-Sep	Y	49	5
240	10 seat, 2 WC*	8-Jul	Y	134	5.5
241	10 seat, 2 WC*	9-Jul	Y	83	4.5
242	12 seat, 1 WC*	19-Dec	Y	101	7
243	12 seat, 1 WC*	13/11	Y	102	6.75
244	12 seat, 1 WC*	8-Aug	Y	77	5.5
245	13 seat, 0 WC	12-Jul	Y	70	5.75
246	12 seat, 1 WC*	13-Nov	Y	88	6
247	12 seat, 1 WC*	14/13	Y	183	8.75
248	10 seat, 2 WC*	14-Oct	Y	86	6.75
249	12 seat, 1 WC*	13/11	Y	95	5.75
250	12 seat, 1 WC*	11-Nov	Y	84	6
251	12 seat, 1 WC*	11-Nov	Y	68	6.75
252	12 seat, 1 WC*	4-Jun	Y	68	7.75
253	10 seat, 2 WC*	15/20	Y	83	6.75
254	12 seat, 1 WC*	10-Jul	Y	40	4.75
255	14 Seat, 0 WC*	12-Nov	Y	70	6.25
256	10 seat, 2 WC*	7-Jul	Y	92	8.75
257	13 seat, 0 WC	15/12	Y	126	5.5
258	12 Seat, 1 wc*	16-Apr	Y	74	5.75
259	12 seat, 1 WC*	13-Nov	Y	45	7.75
260	12 seat, 1 WC*	8-Aug	Y	132	6.75
261	12 seat, 1 WC*	10-Dec	Y	97	5.75
262	11 Seat, 1 WC*	13/13	Y	151	6.5
263	13 seat, 0 WC	6-May	Y	71	5
*Unless the wheelchair is oversized					

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Regular Home to School Routes	CAPACITY	AVE DAILY RIDERS	AVE MILES	APPROX DAILY RTE HRS
300	84	174	54	4.75
301	84	167	52	6
303	84	338	134	7.5
304	84	226	61	5.75
305	84	244	142	8.5
306	84	279	119	8.25
307	84	142	100	6
309	84	192	79	8.25
310	84	103	116	7
313	84	89	14	5.5
315	84	276	91	7.25
317	84	445	51	6.75
318	84	179	79	6
319	84	150	91	5.25
320	84	283	101	7
322	84	179	115	7.25
324	84	161	47	5.5
326	84	160	66	7.25
327	84	159	91	7.75
328	84	139	47	4.5
329	84	230	70	6.5
330	84	196	100	8.25
331	84	140	68	6.25
332	84	171	119	9
333	84	247	72	7
334	84	166	92	8
335	84	155	74	6.25
336	84	200	69	7
337	84	183	79	7
344	84	77	130	8
351	84	198	78	7
352	84	166	65	7.25
353	84	96	80	7.5
354	84	72	52	5.5
355	84	115	110	9
356	84	240	64	7.25
358	84	156	107	8.75

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359	84	313	89	6.25
360	84	257	46	6.25
361	84	202	74	7
362	84	194	74	6.25
363	84	319	79	6
367	84	233	72	6.25
368	84	232	156	8.5
369	84	176	47	6.25
370	84	135	103	6
371	84	138	89	7.25
372	84	212	90	8
373	84	102	77	3
374	84	159	67	6
375	84	171	89	5
376	84	138	49	6
378	84	158	74	7
379	84	194	118	8.25
380	84	287	67	6
381	84	160	68	6.75
382	84	199	61	6.5
383	84	264	72	6.5
384	84	239	82	7.5
385	84	244	50	6.25
387	84	109	100	7
388	84	206	46	6.5
389	84	264	50	4.5
390	84	Daily SPARE-TBD	Daily SPARE-TBD	Daily SPARE-TBD
391	84	87	51	9.25
392	84	348	55	7
393	84	218	62	4
394	84	278	59	5
395	84	142	49	6.5
396	84	251	83	5.5
397	84	250	64	6.75
398	84	216	78	6
399	84	239	47	6.25
400	84	298	56	4
401	84	280	56	5.75
402	84	111	82	6.75

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403	84	81	32	3
404	84	236	43	5.5
405	84	165	60	4
406	84	111	75	6.25
407	84	106	54	5.5
411	84	87	60	4.75
414	84	135	55	5.75
415	84	159	55	5.75
421	84	164	57	6.5
422	84	238	71	7
425	84	325	60	5.75
426	84	248	93	6
427	84	216	76	7.5
428	84	61	72	6.5
429	84	107	95	7
430	84	217	34	4.25
433	84	171	70	8.25
437	84	110	92	6.5
440	84	213	49	5.5
444	84	185	73	6.75
445	84	81	159	8.5
446	84	112	74	7.25
447	84	164	31	3.5
448	84	139	85	6
449	84	213	58	5.75

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APPENDIX D: STUDENT TRANSPORTATION LAWS

Student Transportation Laws

[Tenn. Code Ann. § 55-50-102. Chapter Definitions.](#)

[Tenn. Code Ann. § 55-50-302. Classes of licenses, Endorsements, Applicability to temporary licenses and permits.](#)

[55-50-401. Limitation on number of driver licenses.](#)

[55-50-402. Notification required by employee.](#)

[55-50-403. Employer responsibilities.](#)

[55-50-404. Commercial driver license required.](#)

[55-50-405. Violations -- Penalties -- Driving under the influence.](#)

[55-50-406. Application for commercial driver license.](#)

[55-50-407. Commercial driver license.](#)

[55-50-408. Driving under the influence.](#)

[55-50-409. Notification of traffic violations -- Furnishing driving record information.](#)

[55-50-410. Rulemaking authority.](#)

[55-50-411. Where denial of commercial driver license based on medical disqualification not permitted -- Suspension.](#)

[55-50-412. Approaching and driving over a railroad highway grade crossing.](#)

[55-50-413. Valid medical card required.](#)

CFR Title 49 → Subtitle B → Chapter III → Subchapter B → Part 383. Commercial Driver's License Standards; Requirements and Penalties.

[Part 383](#)

[§383.35. Notification of previous employment.](#)

[§383.37. Employer responsibilities.](#)

Drug and Alcohol Testing:

[FMCSA Drug and Alcohol FAQ's](#)

[CFR Title 49 → Subtitle B → Chapter III → Subchapter B → Part 382. Controlled substances and alcohol use and testing.](#)

[CFR Title 49 → Subtitle A → Part 40 → Subpart B → §40.25. Procedures for transportation workplace drug and alcohol testing programs and subpart B Employer responsibilities.](#)

Distracted Driving:

[55-8-192. Use of portable electronic device by school bus drivers.](#)

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Annual MVR (Motor Vehicle Record) inquiry:

[§391.25 Annual inquiry and review of driving record.](#)

School Administered Child Care Programs:

[State Board of Ed. Rule Chapter 0520-12-01](#)

Persons improperly on school premises (including entering onto a school bus):

[49-6-2008 Persons improperly on school premises, assault upon educational personnel](#)

Discipline:

[49-6-3401 Suspension of Students \(including from riding a school bus\)](#)

[49-6-4106 Disciplinary referrals, notation of action taken returned to the referring staff member](#)

[49-6-4003 Code contents \(Discipline Code including conduct on school buses and use of reasonable force by a school bus driver\)](#) *This does not authorize restraint or isolation of students for whom restraint or isolation is prohibited under Title 49, chapter 10, part 13.

[49-6-4007 Code distribution and posting](#)

[49-6-4006 Civil liability](#)

Operation of school buses and Minimum standards for school buses:

[State Board of Ed. Rule Chapter 0520-01-05](#)

TOSHA:

[Top 25 Most Cited Standards \(see Public Sector\).](#)

[CFR Title 29 → Subtitle B → Chapter XVII → Part 1910 → Subpart J → §1910.147. The Control of Hazardous Material. \(Lockout/tagout.\)](#)

Revised: July 6, 2018