REQUEST FOR PROPOSAL (RFP)

NUMBER: 20210921

NOTICE TO PROPOSERS

There may be one or more amendments to this RFP. In order to receive communication for any such amendments issued specifically to this RFP, the proposer must provide a Notice of Intent to Propose to the Sumner County Board of Education (SCS) Purchasing Department. The proposer must utilize this form when submitting notice. The notice may be sent by email to: Purchasing Office, purchasing@sumnerschools.org. SCS will send amendments only to those

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2. Requirements

2.1. Scope of Work / Specifications

It is the intent of SCSto select a contractor for the replacement of a refueling station located at 922 South Broadway, Portland, TN 37148 (JW. Wiseman Bementary). The project shall be turnkey. The bidder is required to visit the site to verify existing conditions in order to provide SCS with a complete cost of replacement. SCS shall not accept change order requests. The new 5,000 gallon tank, dispensing accessories and associated materials required for the installation must be new, not used. All equipment must work with existing power available at the jobsite. Below is a representation of the potential equipment necessary to furnish a complete installation. The bidder must provide a list of all equipment included in their proposal.

The bidder shall be required to submit pricing for the removal and disposal of existing equipment.

5,000 GALLON, ABOVE GROUND HORIZONTAL DOUBLE WALL STORAGE TANK DESIGNED AND LABELED PER ul2085 FLAMESHIELD TANK 96" DIAMETER X 14-6" LONG TANK SUPPORTED ON UL APPROVED SADDLES. PAINTED WHITE REMOTE SPILL CONTAINER **3" FILL ADPATER** FILL DUST CAP STAGE I VAPOR ADAPTER VAPOR RECOVERY CAP 3" LOCKING BALL VALVE 3" CHECK VALVE **OVERFILL PREVENTION VALVE** 3" DROP TUBE CLOCK GAGE/ OVERFILL ALARM PRESSURE VACUUM VENT 8" EMERGENCY VENTS-PRIMARY & SECONDARY 1-1/2 HP SUBMERSIBLE PUMPS CONTROL RELAY BOX 2" SOL ENOID VAL VE LEAK .259 RG[Ll6()11A)T8.69 351.0712.242 0.3 0.404 0.392 0. T1.1 0.024 315

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- o A U.S certificate of birth abroad (DS-1350 or FS-545)
- A report of birth abroad of a U.S citizen (FS-240);
- o A certificate of citizenship (N560 or N561);
- A certificate of naturalization (N550, N570 or N578);
- o A U.Scitizen identification card (I-197 or I-179); or
- Valid alien registration documentation or other proof of current immigration registration recognized by the United States name and current alien admission number or alien file number (or numbers if the individual has more than one number).
- 5.3. Acknowledgement of Insurance Requirements

By submitting a proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. The Proposer who may have employees, contractors, subcontractors or agents working on SCS properties shall carry current certificates for gen

compensation if they perform any of the services on SCS properties. There will be no exceptions to the insurance requirement. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Proposers proposal.

General Liability

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

Workers Compensation

Workers Compensation	Tennessee Statutory Limits
	\$500,000

5.4. Clarification and Interpretation of RFP

The words

requirement shall be considered grounds for rejection. There are other requirements that SCS considers important but not mandatory. It is important to respond in a concise manner to each section and submit an itemized list of all exceptions.

5.5. Proposal Package

The package containing the proposal must be sealed and clearly marked on the outside of the package:

" 20210921 Fuel Station @ J.W. Wiseman Elementary" DO NOT OPEN

5.7. Evaluation of Proposals

The SCS Purchasing Supervisor will first examine the proposals to reject those that are clearly non-responsive to the stated requirements. Proposers who are determined to be non-responsive and/or non-responsible will be notified of this determination.

The evaluation process will include the following factors:

Company Experience and Qualifications

- The nature and scope of the Proposers business.
- o The number of years the Proposer has been licensed to do business.
- The number of years the Proposer has been providing the requested services.
- \circ $\:$ How many similarly sized or larger K-12 clients have you contract with?
- Compensation/Price Data

Address all costs associated with performance of the contracted services.
Past Performance and References

- Provided a minimum of three (3) dient references for similar projects in size and scope successfully completed by Proposer within the last three (3) years. Attachment 6.3.
- SCS may also consider other sources of pertinent past performance information, including the districts own experience with the Proposer.
- 5.8. Request for Clarification of Proposals

Requests for clarification of proposals shall be distributed by the Purchasing Supervisor in writing (or email).

5.9. Protests

In the event that any interested party finds any part of the listed specifications, terms or conditions to be discrepant, incomplete or otherwise questionable in any respect; it shall be the responsibility of the concerned party to notify the SCS Purchasing Office of such matters immedi00009(any)6(tiff 3(o)-5(n)3(st)6(o)-5

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Attn: Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066

ATTACHMENT 6.2 - Bid Form/Certification

Date	 	 	

TOTAL PROJECT COST _____

By checking this box, Proposer agrees that SCS reserves the right to extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback Institutions will issue their own purchasing documents for the goods/service. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

By Signing below, Proposer certifies they have carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.

All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the Sumner County Board of Education (SCS) will rely on such statements, information and representations in selecting the successful proposer(s).

That the prices quoted shall be SCSs pricing for the products and/or service.

It shall be bound by all statements, representations, warranties and guarantees made in its proposal.

Proposer acknowledges that the contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by SCS, in its sole discretion.

All purchase orders must be duly authorized and executed by SCS and subject to the terms and conditions of the RFP.

Authorized Sgnature

Title_____

ATTACHMENT 6.4 - Certification of Non-Collusion & Debarment or Suspension

The undersigned Proposer certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned Proposer certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;

Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state or local) terminated for cause or default; and

Are not presently indicated or otherwise criminally or civilly charged by a government entity (federal, state or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgement rendered against it:

- For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction (federal, state or local) or a procurement contract under such a public transaction;
- For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
- For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Company: _____

Respondent Sgnature: _____

Respondent (Print Name & Title):

Date: _____

ATTACHMENT 6.5 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

ATTACHMENT 6.6 - Drug Free Workplace Affidavit

The Sumner County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County Board of Education employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

STATE OF _____

COUNTY OF

The undersigned, principal officer of _____

an employer of five (5) or more employees contracting with Sumner County Board of Education to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of ______

Company.

it on behalf of the

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less

- 3. ACCEPTANCE AND AWARD. SCS reserves the right to reject any and all proposals and to waive any informality in proposals and, unless otherwise specified by the proposer to accept any item in the proposal. Action to reject all proposals shall be taken for unreasonably high prices, errors in the proposal documents, cessation of need, unavailability of funds, or any other reason approved by SCS
 - a. Contracts and purchases will be made with the lowest, responsive, responsible, qualified proposer. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered, and the delivery terms will be taken into consideration.
 - b. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
 - c. Prices quoted on the response (if any) are to be considered firm and binding until the said equipment, supplies or services are in the possession of SCS

d.

- 10. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS. Tennessee Public Chapter No. 878 of 2006, T.C.A. §12-3-309, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract
- 11. SALES AND USE TAX. Before the Purchase Order/Contract resulting from this RFP/ITB is signed, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax as required by T.C.A. §12-3-306.
- 12. ASSIGNMENT. Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.
- 13. LIABILITIES. The vendor shall indemnify SCS against liability for any suits, actions or claims of any character arising from or relating to the performance under this agreement by the vendor or its subcontractors. SCS has no obligation for the payment of any judgement or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.
- 14. APPLICABLE LAW. Any contract shall be interpreted under the laws and statutes of the State of Tennessee. SCS does not enter into contracts which provide for mediation or arbitration. Any action arising from any contract made from this RFP/ITB shall be brought in the state courts in Sumner County, TN or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statutes to purchase materials, supplies, services or any other item from a vendor that is a commissioner, official, employee or board member that has any financial or beneficial interest in such transaction, T.C.A. §12-4-101.

- 15. FUNDS. The Proposer understands and accepts the non-appropriation of funds provision of SCS
- 16. <u>DATA PRIVACY AND SECURITY</u>. Personal Information (P) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, or Gramm-Leach-Billey) or such information which would allow a third party to gain access to the personal, medical or financial records of any of any party. Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Pl complies with all applicable federal and state privacy and data protection laws. Vendor represents and warrants that Vendor will maintain compliance with the SAE 16 standard, and shall undertake any audits and risk assessments Vendor deems necessary to maintain compliance with SSAE16. If Pl provided by SCS to Vendor is subject to FERPA. Vendor agrees that in its handling of FERPA data it will perform as a school official as that term is defined by FERPA regulations. Vendor's exclusion from eligibility to contract with SCS for at least five (5) years. Vendor shall provide SCS with the name and contact information for an employee of Vendor who shall serve as SCSs primary security contact and shall be available to assist Oustomer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. Vendor shall immediately mitigate or resolve any Security Incident, at Vendor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse SCS for actual costs incurred by SCS in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under applicable law as a result of the Security Incident.
- 17. IRAN DIVESTMENT ACT. By submission of this proposal, each proposer and each person signing on behalf of any proposer certified, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to T.CA. §12-12-106.
- 18. COMPLIANCE WITH CONDUCT STANDARDS. Contractors shall be fully responsible for the conduct of its employees, subcontractors, representatives and agents. Loud or offensive music, language or behavior is unacceptable. Tobacco use of any type and vaping is prohibited on SCS property. Contact or interaction with staff or students is not allowed excepted between designated representatives of SCS and Contractor.