

## Invitation to Bid

### 20150623-02 FUEL CONTRACT

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for 20150623-02 FUEL CONTRACT until 9:30 a.m. CDT June 23, 2015. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please contact Clint Barnes at 615-452-1520. All proposals are subject to the Board of Education's conditions and specifications which are available from Vicky Currey, Purchasing Supervisor (615) 451-6560. All bids can be viewed on line at [www.sumnerschools.org](http://www.sumnerschools.org).



# **PROPOSAL REQUEST**

**20150623-02 FUEL CONTRACT**



**SUMNER COUNTY BOARD OF EDUCATION  
SUMNER COUNTY, TENNESSEE**

**DEADLINE: JUNE 23, 2015 @ 9:30 A.M.**

# **Introduction**

Sumner County Board of Education, or herein known as “School System”, is hereby requesting a proposal for 20150623-02 FUEL CONTRACT.

## **General Information**

### **I. Proposal Package**

All sealed proposal packages must include all of the following, when applicable. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

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3. In addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

**VII. Deadline**

Sealed proposals will be accepted until JUNE 23, 2015 @ 9:30 A.M. Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions.

**VIII. Withdrawal or Modification of Proposal**

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

**IX. Package**

The package containing the proposal must be sealed and clearly marked “20150623-02 FUEL CONTRACT” and include the bidder’s name, license number, expiration date and that part of classification applying to the bid on the outside of the package in accordance with T.C.A. 62-620. Responses may be hand delivered or mailed to the following address.

Sumner County Board of Education  
Attn: Purchasing Coordinator  
1500 Airport Road  
Gallatin, TN 37066

**X. Right to Seek a New Proposal**

**The School System reserves the right to accept or reject any and all proposals for any reason.** Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

**XI. Procedures for Evaluating Proposals and Awarding Contract**

In comparing the responses to this RFP and making awards, School System may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

Proposals will be examined for compliance with all requirements set forth herein.

Proposals that do not comply shall be rejected without further evaluation.

Proposals will be subjected to a technical analysis and evaluation.

Oral presentations and written questions for further clarifications may be required of some or all vendors.

The School System reserves the right to waive any irregularities. The School System shall award the contract to the bidder that best meets the School Systems’ needs, as determined by the School System.

**XII. Discussions**

Discussions may be conducted with the vendors which have submitted proposals determined to be reasonably likely of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

**XIII. Open Records**

After the bid is awarded, all proposals will be subject to the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the School System website at <http://www.sumnerschools.org> under “Bids” link.

**XVIII.**



## **SPECIFIC INFORMATION**

The Sumner County Board of Education, herein known as “School System”, is hereby requesting proposals to provide fueling services to the School System.

It is the intent of the School System that other State and local governmental entities may attach themselves to the contract, with the same terms and conditions, providing it shall be approved by both the School System and the awarded vendor.

## **PRICING**

### **Retail Purchases:**

The Contractor shall have retail facilities within the immediate areas accessible to the vehicles and equipment of the School System which will honor cards issued by the Contractor for making fuel purchases. The cost for these purchases shall be determined as follows: The average daily Oil Price Information Service (hereinafter referred to as O.P.I.S.) price per gallon for each product, plus vendor markup, plus applicable takes, plus freight costs.

### **On-Site Purchases:**

The Contractor shall provide fuel to all the School System facilities as listed in these documents, for dispensing

## **SCBOE TANK LOCATIONS**

1) Beech School Campus, 3120 Long Hollow Pike, Hendersonville, TN 37075

One (1) 10,000 gallon diesel tank

*Currently Dispensing Fuel*

2) J.W. Wiseman Elementary School, 922 South Broadway, Portland, TN 37148

## **PRODUCT SPECIFICATIONS and ESTIMATED USAGE**

- 1) No# 2 Diesel, low-sulphur
- 2) Gasoline, 87 octane
- 3) Gasoline, 91 octane

The estimate of fuel usage for the School System is 41,956 gallons of gasoline and 566,992 gallons of diesel. These numbers are estimated quantities; the fuel purchased will be determined by the actual amount of fuel used by the School System.

The Contractor shall be responsible for maintaining an acceptable level of product at each facility and shall at its' sole expense and cost install and maintain all necessary equipment to dispense and electronically monitor fuel. The Contractor shall work to maintain a minimum acceptable level of not less than 1/3 tank capacity. Monitoring off-site shall be required for each facility. School System personnel will not provide readings or monitoring for the benefit of the Contractor.

In the event the current Contractor of fuels is not the successful bidder for the contract, the fuel presently stored at each location shall be measured, and the fuel purchased by the new Contractor, at an agreeable price between the two. Should the two not be able to come to terms for the purchase of the fuel, the current Contractor shall have ten days, after notification, to remove the product from the School System facilities or forfeit the remaining product. The School System shall not be liable for any product that is not removed from the facilities after Notice is issued. Product delivered and stored at the School System facilities shall be at the Contractor's risk and expense. Reasonable security measures will be taken by the School System to protect the product in the tanks, but the School System will not be responsible for product, except as dispensed to a legitimate card and/or P.I.N. The Contractor may install locks, cameras, or other security devices as it may feel necessary to protect its' interest.

Maintenance of the pumps, tanks, grounds, telephone lines and other devices owned by the School System shall be the responsibility of the School System. Maintenance of the data collection and transmission systems as well as any other equipment owned by the Contractor shall be the responsibility of the Contractor.

Fuel spills resulting from delivery or storage of products shall be the responsibility of the Contractor. Fuel spills resulting from dispensing of the fuel shall be the responsibility of the School System.

## **CARD SYSTEM AND ACCOUNTING**

The successful bidder shall be required to develop and maintain a card and P.I.N. system of accounting for each department within the School System to facilitate the purchasing of fuel and to insure complete and accurate

The Contractor shall terminate access of any card within twenty four (24) hours of notification to do so. The School System shall have the capability to issue or delete cards or P.I.N.'s from the School System offices.

## **GENERAL PROVISIONS**

**Terms:** The initial term of the Contract shall be July 1, 2015 to July 31, 2016, a period of one (1) year.

**Approval:** Due to the procedures required by the School System to accept or reject a proposal, it shall be necessary that the bids remain open for ninety (90) days.

**Option to Extend:** This Contract can be extended, at the option of the School System, for four (4) one-year periods at the same terms and conditions of the initial Contract.

**Assignment:** Contractor shall not assign or subcontract performance of the Contract without the written consent of the School System.

**References:** Contractor shall provide not less than two (2) references of other governmental entities with current contracts similar in size and terms as the School System.

**Tax Exemption:** The School System is a tax-exempt governmental agency. Any necessary documentation will be provided by the School System. The Contractor agrees to pay any and all taxes incurred in the performance of this Contract, including but not limited to: sales, use, transportation, workers compensation, Federal, State, and Local taxes.

**Cancellation:** This Contract may be cancelled by either party, for cause, as outlined in these documents. Should the successful bidder fail to properly perform its' obligations under this Contract or violate the terms and conditions of this Contract, the School System shall have the right to immediately terminate the Contract and withhold any payments due except as may be fair and equitable compensate for product that has been dispensed to that point. The Contractor shall not be relieved of liability to the School System for any damages incurred by virtue of any breach of this Contract.

## **APPLICABLE LAW**

This Contract shall be interpreted under the laws and statutes of the State of Tennessee. Any action arising from any contract made under these Specifications shall be brought in the State Courts of Sumner County, Tennessee or in the United States Federal Court District for the Middle District of Tennessee.

The Contractor shall comply with all applicable Federal, State, and Local laws and regulations in the performance of this Contract.

Contractor by signing this agreement certifies that he has all the necessary licenses, permits, and/or certificates to provide these goods and services and will do so pursuant to all present and future requirements for the term of this agreement.

The Contractor further agrees that it shall and does comply with The Rehabilitation Act of 1973 and The Americans with Disability Act, and with Title VI of the Civil Rights Act of 1964.

## **INSURANCE REQUIREMENTS**

To insure compliance with this policy, the School System shall require each Contractor to carry adequate insurance coverage with an insurance company licensed to do business in the State of Tennessee and acceptable to the School System. All policies shall be of the standard form of coverage as filed with and approved by the Commissioner of Insurance of the State of Tennessee, or his authorized agent. It is a requirement of the School System that Contractor's performing work for the School System shall agree to defend the School System, its officers, board members, and employees against any and all claims for damages arising out of the performance of the Contractor, his subcontractor, or their respective employees, servants, or agents. Should there be a conflict between the wording of these insurance requirements and other documents, the wording of this document shall control.

No insurance provided by the School System shall insure to the benefit of the Contractor.

The successful bidder shall have and maintain during the life of this Contract all of the following insurance prior to beginning any work under this Contract and shall furnish the School System with the appropriate insurance certificates. All sub-contractors performing work under this Contract shall provide insurance certificates to the School System prior to beginning any work under this Contract. The following shall be the minimum requirements of insurance:

### **I. General Liability**

The Contractor shall have and maintain, during the life of this Contract, such comprehensive, bodily injury, property damage, premises and operations, products and completed operations, and contractual liability insurance as shall protect it from claims arising from the Contractor's operation under this contract.

A) Comprehensive General Liability	\$1,000,000 each occurrence
B) Bodily Injury	\$1,000,000 aggregate
C) Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate
D) Premises and Operations Liability	\$1,000,000 each occurrence
E) Products and Completed Operations Liability	\$1,000,000 each occurrence
F) Contractual Liability	\$1,000,000 each occurrence

### **II Automobile Liability**

The Contractor shall have and maintain, during the life of this Contract, such comprehensive automobile, bodily injury, and property damage liability insurance as shall be required to protect the Contractor for any claims arising from the ownership, operation, maintenance, and use of any motor vehicle or trailer used in conjunction with this Contract.

A) Comprehensive Automobile Liability	\$1,000,000 each individual \$1,000,000 each occurrence (To include all owned, hired, and non-owned vehicles)
B) Bodily Injury	\$1,000,000 each individual \$1,000,000 each occurrence



C) Property Damages	\$1,000,000 each individual
	\$1,000,000 each occurrence
Or Combined Single Limit	\$1,000,000 each occurrence

### III. Workmen's Compensation and Employer's Liability

The Contractor shall have and mainta

**SUMNER COUNTY BOARD OF EDUCATION**

Purchasing Department  
1500 Airport Road  
Gallatin, TN 37066

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_ *SIGNATURE*

AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_ *PRINTED*

DATE \_\_\_\_\_

BID TITLE 20150623 02 FUEL CONTRACT

DEADLINE JUNE

## 20150623 02 FUEL CONTRACT

### PURCHASES FROM LOCAL RETAIL OUTLET

87 Octane \$\_\_\_\_\_per gallon, which includes \$\_\_\_\_\_taxes and \$\_\_\_\_\_freight

91 Octane \$\_\_\_\_\_per gallon, which includes \$\_\_\_\_\_taxes and \$\_\_\_\_\_freight

No. 2 Grade \$\_\_\_\_\_per gallon, which includes \$\_\_\_\_\_taxes and \$\_\_\_\_\_freight  
Low Sulphur  
Diesel

### DELIVERED TO SUMNER COUNTY BOARD OF EDUCATION OWNED FACILITIES

87 Octane \$\_\_\_\_\_per gallon, which includes \$\_\_\_\_\_taxes and \$\_\_\_\_\_freight

No. 2 Grade \$\_\_\_\_\_per gallon, which includes \$\_\_\_\_\_taxes and \$\_\_\_\_\_freight  
Low Sulphur  
Diesel

\*Future taxes and

**ATTACHMENT 1**

**STATEMENT OF NON-COLLUSION**

The undersigned affirms that they are dully 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.

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Respondent (Signature) \_\_\_\_\_

Respondent (Print Name and Title) \_\_\_\_\_

Authorized Company Official (Print Name) \_\_\_\_\_

## ATTACHMENT 2

### DRUG-FREE WORKPLACE

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 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.

Drug-Free Workplace Act of 1988 – Sumner County Board of Education is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – Sumner County Board of Education is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

**DRUG-FREE WORKPLACE AFFIDAVIT (page 2)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees

## ATTACHMENT 3

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. 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;
2. 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
3. Are not presently indicted 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 judgment rendered against it
  - A. 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;
  - B. 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
  - C. 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 5 years under 18 U.S.C. (D. 23)-3.

**ATTACHMENT 4**

**CERTIFICATION BY CONTRACTOR**

**I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.**

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

\_\_\_\_\_ **Name**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Witness**