

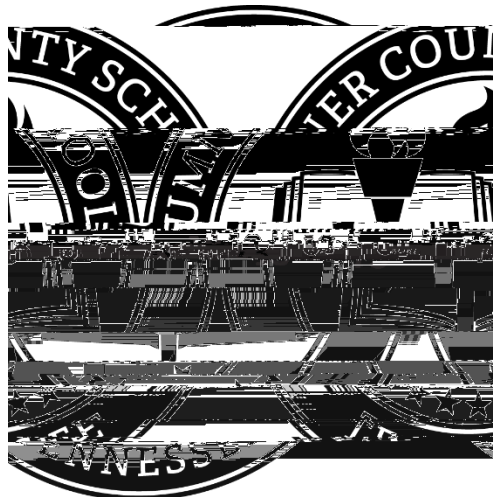
REQUEST FOR PROPOSAL (RFP)

NUMBER: 20230111-03

SUMNER COUNTY BOARD OF EDUCATION

This solicitation document serves as the written determination of the SCS Purchasing Supervisor that the use of Competitive Sealed Proposals for this solicitation is in the best interest of SCS.

RFP Title: **Kitchen Hood Cleaning**



Purchasing Staff Contact:

Chris Harrison	Janice Wright
Purchasing Supervisor	Purchasing Coordinator
615-451-6560	615-451-6569
chris.harrison@sumnerschools.org	janice.wright@sumnerschools.org

Release Date: December 29, 2022	Proposal Due Date: January 11, 2023 @ 1:00 pm Local Time
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Any alterations to this document made by the proposer may be grounds for rejection of proposals, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.

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

1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for kitchen hood cleaning as specified herein.

1.2. Contact Information

Unauthorized contact regarding this RFP

2. Requirements

2.1. Scope of Work / Specifications

The Sumner County Board of Education is soliciting responses for the cleaning of the exhaust hood systems located in the Nutrition Program kitchens located throughout the District. There are currently 51 locations to be cleaned with additional locations to be added when completed. The Contractor shall perform all tasks necessary for the proper cleaning of the exhaust hood system in accordance with all applicable NFPA, Federal, State, OSHA and Local Authority having jurisdiction Standards, Regulations, Codes and Requirements. The Contractor shall include cost for travel in their response. The Contractor shall not receive any additional compensation from SCS for travel. A list of each location is included in the bid document.

The Contractor shall clean all accessible areas of the exhaust hood system including exhaust fan(s), hood(s) and ductwork. The cleaning shall focus on removing grease, dust and other contaminants that may hinder the safe operation, cleanliness or airflow of the system and serve as a fuel source for fires. The Contractor shall wipe-down and polish all cleaned surfaces. The Contractor must take necessary steps to ensure protection of kitchen equipment. The Contractor shall provide SCS with a labor rate for addition

LOCATION BY CITY	
Madison Creek Elementary 1040 Madison Creek Road Goodlettsville, TN 37072	Millersville Elementary 1248 Louisville Highway Goodlettsville, TN 37072
Jack Anderson Elementary 250 Shutes Lane Hendersonville, TN 37075	Beech Elementary 3120 Long Hollow Pike Hendersonville, TN 37075
Beech High 3126 Long Hollow Pike Hendersonville, TN 37075	

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Station Camp Middle
281 Big Station Camp Blvd
Gallatin, TN 37066

Station Camp High
1040 Bison Trail
Gallatin, TN 37066

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 other personnel who are not employees of the Proposer, shall be responsible for providing the required insurance coverage for all such personnel. The Proposer shall provide a copy of the insurance policy to the Agency upon request.

1. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract;
2. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000);
3. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, air conditioning, and mechanical work.

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:

- x Company Experience and Qualifications
 - o The nature and scope of the Proposers business.
 - o The number of years the Proposer has been licensed to do business.
 - o The number of years the Proposer has been providing the requested services.
 - o How many similarly sized or larger K-12 clients have you contract with?
- x Compensation/Price Data
 - o Address all costs associated with performance of the contracted services.
- x Past Performance and References
 - o Provided a minimum of three (3) client references for similar projects in size and scope successfully completed by Proposer within the last three (3) years. Attachment 6.3.
 - o 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 immediately upon receipt of the RFP. All notifications must be sent to the Purchasing Supervisor via email at purchasing@sumnerschools.org.

Any actual or prospective Proposer who is aggrieved in connection with the RFP or award of a contract may protest to the Purchasing Supervisor and/or the Sumner County Board of Education at its regularly scheduled meeting.

ATTACHMENT 6.1 – Contact Information

Company Legal Name: _____

Company Official Address: _____

Company Web Site (URL): _____

Contact Person for project administration:

Name: _____

Address: _____

Attn: Purchasing Supervisor
1500 Airport Road
Gallatin, TN 37066

ATTACHMENT 6.2 – Bid Form/Certification

Date _____

Cost per Exhaust Fan System \$ _____

\$ _____ per hour

*Labor rate for additional labor on first cleaning to make up for poor cleaning practices of former companies (if applicable).

ATTACHMENT 6.3 – References

1. Project Name/Location: _____

Agency/Department: _____

Date of Project: _____ Dollar Va

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:

- x 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 in accordance with 2 CFR 200.213 and 2 CFR 180;
- x 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
- x 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:
 - o 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 receiving, attempting to receive, or performing a contract, grant, loan, or other financial transaction from a government entity;
 - o For their involvement in a criminal offense or violation of any contract, grant, loan, or other financial transaction with a government entity;

ATTACHMENT 6.5 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: <i>(or Social Security Number)</i>	

The Contractor, identified above, does hereby attest, certify, warrant and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract, **T.C.A. § 12-3-309**.

SIGNATURE & DATE: _____

NOTICE: This attestation MUST be signed by an individual empowered to contractually bi

ATTACHMENT 6.6 – Attestation Non-Boycott of Israel

ATTACHMENT 6.8 – W9

**ATTACHMENT 6.9 – Standard Terms & Conditions
SUMNER COUNTY BOARD OF EDUCATION (SCS)**

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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. If, during the performance of this contract, the cost of materials increases, through no fault of the contractor, the price of materials shall be equitably adjusted by an amount reasonably necessary to cover any such increase in the cost of materials. The contractor shall provide evidence of the cost increase prior to its' implementation. Annual or Multi-Year Contracts ONLY. Any increase in cost must be approved by SCS.
 - e. SCS reserves the right to order more or less than the quantity listed in the proposal.
 - f. If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that SCS shall have ninety (90) days to accept.
 - g. No purchase or contract is authorized or valid until the issuance of a SCS purchase order in accordance with SCS policy. No SCS employee is authorized to purchase equipment, supplies or services prior to the issuance of such a purchase order.
 - h. The contract may not be assigned without written SCS consent.
 - i. If the appropriate space is marked on the RFP/ITB, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as SCS.
 - j. The awarded proposer will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by **T.C.A. §12-4-201**.
 - k. If the project cost is in excess of \$25,000 a performance bond must be secured by the requesting part in an amount equal to the market improvement value.
 - l. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of **Public Chapter No. 587 / Senate Bill No. 2048** (Employee Background Check). The Bidder further agrees to submit a formal certification thereof prior to commencing work.
4. **PAYMENT.** Payment terms must be specified in the proposal, including any discounts for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP/ITB are inspected and approved as conforming by persons appointed by SCS.
5. **DEFAULT OF SELECTED VENDOR.** In case of vendor default, SCS may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their response, the contract, SCS policy or any law, they may be disqualified from proposing for a period of two years for minor violations or longer for major violations. Proposals from disqualified proposers will not be accepted during the period of disqualification.
6. **INSPECTION OF PURCHASES.** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. SCS shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires SCS to use nonconforming materials, an appropriate reduction in payment may be made.
7. **TAXES.** SCS is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to or performing repair work on real property for SCS are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.
8. **NONDISCRIMINATION.** SCS is an equal opportunity employer. SCS and bidder agree to comply with **Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990**, if applicable, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion,

ATTACHMENT 6.10 – Vendor Checklist

Vendor Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection**1. Submission of Proposal**

___ On-Time Submittal

- o Deadline is listed in Section 4 – Schedule of Events
- o Late Proposals will be IMMEDIATELY DISQUALIFIED

___ A Proposer may not submit alternate proposals unless requested.

___ Tax not included in cost proposal.

___ Clearly marked outside of envelope/package.

- o RFP Number and “DO NOT OPEN”
- o Vendor Name, License Number, Expiration Date & License Classification (if applicable)
- o Other License data as required in Section 5.5 – Proposal Package

___ No erasures on proposal documents.

Correct Format:

___ One (1) Complete Original (*Section 5.5 & Attachment 6.2*)

___ Original Signature on Original Proposal. NO copied or digital signatures (*Section 5.5 & Attachment 6.2*)

2. Required Forms

___ Evidence of Business License (*Section 5.1*)

___ Completed “Contact Information” form (*Attachment 6.1*)

___ Signed and dated “Bid Form/Certification” form (*Attachment 6.2*)

___ Complete “Reference” form (*Attachment 6.3*)

- o Must meet the criteria established in Section 5.8 – Evaluation of Proposals.

___ Signed and dated “Certification of Non-Collusion & Debarment or Suspension” form (*Attachment 6.4*)

___ Signed and dated “Attestation Re Personnel” form (*Attachment 6.5*)

___ Signed, dated and notarized “Drug Free Workplace Affidavit” form (*Attachment 6.6*)

___ Signed and dated “IRS Form W-9” form (*Attachment 6.7*)

*This checklist does not represent a complete list of, or replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.

**Notations on proposals that materials submitted be kept confidential will not be honored. All proposal documents and contracts become public record.