

RFP Title: Fire Extinguisher Service

Purchasing Staff Contact:

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## 2. Requirements

### 2.1. Contract Term

It is the intention of SCS to award a contract for one-year terms, up to 3 years

### 2.2. Scope of Work / Specifications

The Sumner County Board of Education (Owner) is soliciting bids for servicing and repair, if needed, of Fire Extinguishers in forty seven (47) schools, six (6) administrative buildings, all classrooms, and all buses.

All extinguishers are to be serviced prior to 5/1/2019 and service date notated on a tag attached to the extinguisher. There are approximately 1750 extinguishers to be serviced. Pricing for the service should include the vendor going to the facilities for the initial service, and return trips for any service needed throughout the year. Any work not included in the base bid must be approved by the Owner's Representative prior to work being completed.

Listed on the following pages are quantities and types of extinguishers to be serviced. There is a space to price the inspection charge, recharge price and price to hydrostatic test each type and size extinguisher. Recharging and hydrostatic test is to be done only if needed.

Vendor shall assure sufficient service as to provide timely completion of inspections and testing that is convenient for the Schools and will not interfere with normal school operations.

Cost submitted shall be total Cost:

Check that unit is properly hung with the proper manufacturer's hanger.
Remove the extinguisher from its hanger.
Check the gauge pressure.
Check the condition of the gauge and its compatibility with the extinguisher.
Check the weight of the extinguisher.
Check that the last hydro test date is within code requirements.
Check the last 6 year maintenance inspection for compliance, if applicable.
Check the last 12 year maintenance inspection for compliance, if applicable.
Check the valve and shell for damage or corrosion.
Remove the hose and inspect it for cracks or splits.
Check the hose threads for signs of wear.

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### 3. Source Selection and Contract Award

Award(s), if made, will be made to the Responsive and Responsible proposer(s) whose proposal is most advantageous to SCS, taking into consideration price and the other evaluation criteria set forth in the RFP

#### General Criteria to be determined "Responsive"

Does the proposal include all required information, including completed attachment forms and affidavits?

Was the proposal delivered on or before the stated deadline? Did it include the required number of copies (hard & electronic)?

#### General Criteria to be determined "Responsible"

Does the Proposer demonstrate an understanding of SCS's needs and proposed approach to the project?

Does the Proposer possess the ability, capacity, skill and financial resources to provide the service?

Can the Proposer take upon itself the responsibilities set forth in the RFP and produce the required outcomes in a timely fashion?

Does the Proposer have the character, integrity, reputation, judgement, experience and efficiency required for the project?

SCS reserves the right to enter into discussions with Proposers 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.





### 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 general and professional liability insurance and for workers' compensation as indicated below. The owner or Principal of each Proposer must also be insured by workers' compensation if they perform any of the services on SCS sites. 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 Proposer's proposal.

#### General Liability

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

#### Workers Compensation

Workers Compensation	Tennessee Statutory Limit
Employer's Liability	\$500,000

### 5.4. Clarification and Interpretation of RFP

The words "must" and "shall" in the RFP indicate mandatory requirements. Taking exception to any mandatory 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 outside of the proposal page must be labeled as follows (if applicable):

1. Name of Company and Principal Owner, Business License Number, Expiration Date and License Classification.
2. In addition to Item 1, the same is applicable to masonry contractors if the work performed is > \$100,000.
3. In addition to Item 1, the same is applicable to HVAC, electrical, plumbing or A/C contractors if the work performed is > \$25,000.
4. In addition to Item 1, the same is applicable plus the Department of Environment & Conservation License Number and Classification, applicable to geothermal contractors if the work performed is > \$25,000.
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## 5.7. Evaluation of Proposals

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

The evaluation process will include the following factors:

Proposed Approach and Timeline

Company Experience and Qualifications

The nature and scope of the Proposers business.

The number of years the Proposer has been licensed to do business.

The number of years the Proposer has been providing the requested services.

How many similarly sized or larger 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) client references for similar projects in size and scope successfully completed by Proposer within the last three (3) years. Attachment 6

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 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](mailto: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 16- Contact Information

Company Legal Name: \_\_\_\_\_

Company Official Address: \_\_\_\_\_

\_\_\_\_\_

Company Website (URL): \_\_\_\_\_

Contact Person for project administration:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ (office)

\_\_\_\_\_ (mobile)

Email Address: \_\_\_\_\_





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ATTACHMENT.4- Certification Regarding Debarment or Suspension

The prospective participant 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 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.

Name of Participating Agency: \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_ I am unable to certify to the above statement. Attached is my explanation.





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ATTACHMENT 6.7 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
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FEDERAL EMPLOYER IDENTIFICATION NUMBER

ATTACHMENT 6.8 – 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 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/or students, jeopardize personal safety, impact the safety of others and impair job performance.

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

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

The undersigned, principal officer of \_\_\_\_\_

ATTACHMENT 6.9W9

Form **W-9**  
(Rev. December 2014)  
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.

page 2

Check appropriate box for federal tax classification. Check only **one** of the following. See instructions on page 3.

Individual or proprietor  
 Sole proprietor  
 S corporation  
 Partnership  
 Trust/estate  
 Exemption from FATCA reporting

OMB No. 1545-0047

ATTACHMENT 6.10 – Standard Terms & Conditions  
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2. OPEN RECORDS. In order to comply with the provisions of the Tennessee Open Records Act, all

9. **PROHIBITIONS/NO VENDOR CONTRACT FORMS.** Acceptance of gifts from vendors is prohibited by T.C.A. §12-4-106. The contract documents for purchase under this RFP shall consist of the successful proposal and SCS's purchase order. The proposer may request exceptions to terms and conditions and/or request SCS to accept other terms and conditions by means of subsequent documents such as invoices, warranty agreements, license agreements, etc. All subsequent documents shall be open to revision for impermissible language. SCS reserves the right to render the proposal non-responsive and subject the proposal to rejection if successful terms cannot be negotiated.
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 Performance ("the Attestation"), which is attached and hereby incorporated by this reference.
11. **SALES AND USE TAX.** Before the Purchase Order/Contract resulting from this RFP is signed, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use taxes required by T.C.A. §2-3-306.
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 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 appropriation of funds provision of SCS.
16. **DATA PRIVACY AND SECURITY.** Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, or Glendale (Bliley) 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 PI complies with all applicable federal and state privacy and data protection laws. Vendor represents and warrants that Vendor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Vendor deems necessary to maintain compliance with SSAE16. If PI provided by SCS to Vendor is subject to FERPA. Vendor agrees that in its handling of FERPA data, Vendor will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or disclosure of PI covered by FERPA may, under certain circumstances, result in 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 SCS's primary security contact and shall be available to assist Customer twenty (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.  
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