REQUEST FOR PROPOSAL (RFP)

NUMBER: 20220815-02

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: August 4, 2022 Proposal Due Date: August 15, 2022 @ 10:30 am Local Time

Any altercations 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

TABLE OF CONTENTS

- 1. Introduction/Overview
 - 1.1. Purpose
 - 1.2. Contact Information
- 2. Requirements
 - 2.1. Scope

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 with employees or officials of SCS other than the Purchasing Supervisor

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

2

2.2. Standard Contractor Obligations

Shall provide and obtain all necessary materials, equipment and labor to perform all items listed in the Scope of Work.

Shall provide and obtain all necessary permits and schedule all necessary inspections with Local, County, etc. agencies as required by law.

Shall dispose of all generated waste materials in compliance with all Local, State and Federal guidelines, regulations and requirements.

Shall have property trained and experienced staff to facilitate the services specified in the Scope of Work. If applicable, the Contractor shall provide documentation that staff has received the

The outside of the proposal package must be labeled as follows (if applicable) per T.C.A § 62-6-119:

- The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract;
- 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);
- The name, license number, expiration date thereof, and license classification of the contractor applying
 to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such
 contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000);
- 4. For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, Lor G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000);
- 5. Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and
- 6. Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope.

Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered.

5.6. Delivery of Proposals

Sealed proposals will be accepted until <u>August 15, 2022 @ 10:30 am Local Time</u>. Proposals received after that time will be deemed invalid. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. SCS shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions. Proposals will be opened and read aloud. The reading of the bids will begin at <u>10:30 am Local Time</u>.

Due to the nature of deliveries to the SCS Support Services Facility by carriers such as UPS, FedEx and such like; the proposal package will be accepted if the date and time on the delivery confirmation are indicated to be on or before the Proposal Deadline.

Delivery Address: Sumner County Board of Education

Attn: Purchasing Supervisor

1500 Airport Road Gallatin, TN 37066

ATTACHMENT 6.1 – Contact Information

Company Legal Name:		
Company Official Address:		
Company Web Ste (URL):		
Contact Person for project admi	nistration:	
Name:		
Address:		
Phone Number:		(office)

ATTACHMENT 6.3 – References

1.	Project Name/Location:	
	Agency/ Department:	
	Date of Project:	_Dollar Value:
	Project Manager/Contact:	
	Phone:	Email:
2.	Project Name/Location:	
	Agency/ Department:	
	Date of Project:	_Dollar Value:
	Project Manager/Contact:	
	Phone:	Email:
3.	Project Name/Location:	
	Agency/ Department:	
	Date of Project:	_Dollar Value:
	Project Manager/Contact:	
	Phone:	Email:
4.	Project Name/Location:	
	Agency/ Department:	
	Date of Project:	_Dollar Value:
	Project Manager/Contact:	
	Phone:	Email:

*Proposers may copy this page and submit additional references.

ATTACHMENT 6.5 – Attestation Re Personnel

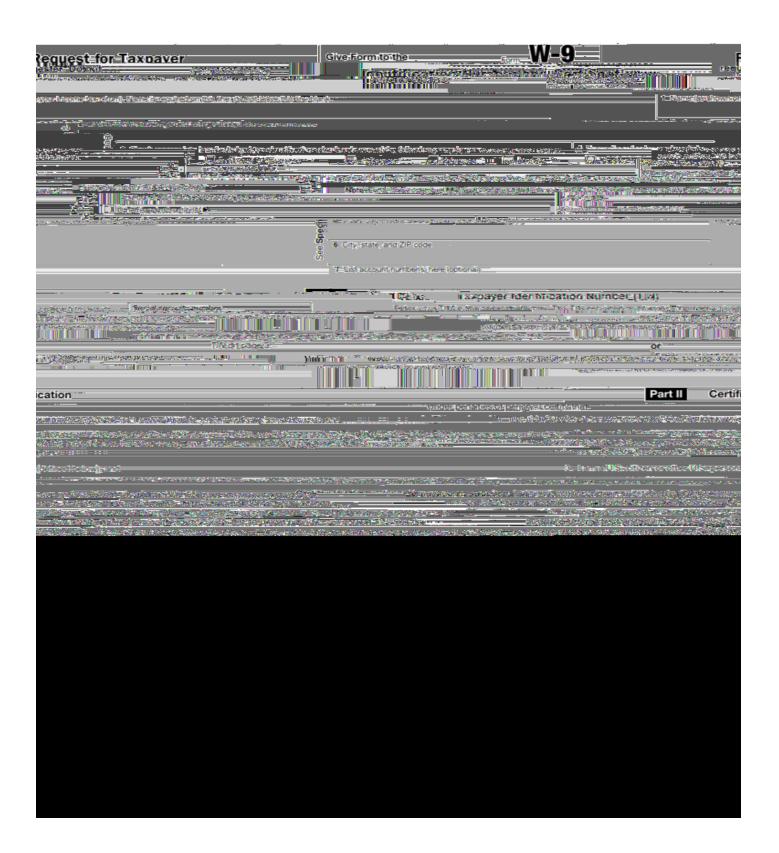
ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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

ATTACHMENT 6.7 - W9



- 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 porated by this reference.
- 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 SCSmay 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. DATA PRIVACY AND SECURITY. Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITEOH 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 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 it will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or redisclosure 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 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.C.A. §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.