

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.

NOTICE TO RESPONDENTS

Responses to an Invitation to Bid will be received by the Purchasing Supervisor in the SUPPORT SERVICE FACILITY CONFERENCE ROOM, Sumner County Board of Education, 1500 Airport Road Gallatin, TN 37066. They will be received until **9:30 A.M. Local Time JUNE 23, 2015** for **20150623-02 FUEL CONTRACT**, at which time the responses will be opened, taken under advisement and evaluated. **BIDS WILL BE POSTED ON www.sumnerschools.org**

GENERAL REQUIREMENTS AND CONDITIONS

1. The Sumner County Board of Education reserves the right to accept or reject any and/or all responses in whole or in part, and to waive informalities therein.
2. Any responses received after the scheduled closing time for the receipt for responses will not be considered.
3. If a mistake is discovered after the responses are received, only the Sumner County Board of Education may allow the respondent to withdraw the entire response.
4. Partial payments will not be approved unless justification for such payment can be shown. Terms will be net 30 days.
5. Payment will not be made until the said **20150623-02 FUEL CONTRACT** are inspected and approved as meeting all specifications by persons appointed by the Sumner County Board of Education.
6. Responses submitted must be in a sealed envelope and marked on the outside as follows:
RESPONSE: 20150623-02 FUEL CONTRACT
DEADLINE: JUNE 23, 2015 @ 9:30 A.M.
7. Facsimile responses will not be considered.
8. If a successful bidder violates any terms of their bid, the contract, school board policy or any law they may be disqualified from bidding for a period of two years for minor violations or longer for major violations. Bids from disqualified bidders will not be accepted during the period of disqualification.
9. Prices quoted on the response (if any) are to be considered firm and binding until the said **20150623-02 FUEL CONTRACT** are in the possession of the Sumner County Board of Education.
10. No purchase or contract is authorized or valid until the issuance of a Board Purchase Order in accordance with Board Policy. No Board Employee is authorized to purchase equipment, supplies or services prior to the issuance of such a Purchase Order.
11. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor, Vicky Currey (615) 451-6560.
12. All bids that exceed \$25,000 must have the Company Name, License Number, Expiration Date thereof and License Classification of Contractor listed on outside of sealed envelope. As required by State of Tennessee Code Annotated 62-6-119.
13. The awarded bidder 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 State of Tennessee Code Annotated 12-4-201.
14. If the project cost in excess of \$25,000 a performance bond must be secured by the requesting party in an amount equal to the market improvement value.

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.

- Three (3) complete copies of proposal
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License
- Evidence of compliance with the Sumner County Board of Education Insurance Requirements, if work is performed on School System Property
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Properly completed Internal Revenue Service Form W-9
- Evidence of a company’s safety program and, if supported, a drug testing program (Attachment 2) Drug-Free Workplace Affidavit
- If bid is in excess of \$25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification By Contractor (Attachment 4)

NEW VENDORS

1. To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the School System. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a form W-9 is required. If form W-9 is required for a new vendor, the department head shall forward a completed form W -9 to the finance department. It can be obtained from the Internal Revenue Service's website at www.irs.gov.
2. To comply with the Tennessee Lawful Employment Act, non-employees (individuals hired as independent contractors) must have on file any 2m: of the following documents.
 - Valid Tennessee driver license or photo ID issued by department of safety
 - Valid out-of-state driver license
 - U.S. birth certificate
 - Valid U.S. passport
 - U.S. certificate of birth abroad
 - Report of birth abroad of a U.S. citizen
 - Certificate of citizenship
 - Certificate of naturalization
 - U.S. citizen identification card
 - Valid alien registration documentation or proof of current immigration registration

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.

II. Responses

- Proposal must include point-by-point responses to the RFP.
- Proposal must include a list of any exceptions to the requirements.
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- The bidder understands and accepts the non-appropriation of funds provision of the School System.
- If noted in the section “proposal requirements” or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company.

III. Clarification and Interpretation of RFP

The words “must” and “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that the School System considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor 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 School System, via email at vicky.currey@sumnerschools.org, of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before proposal’s “deadline”. All responses to inquiries will be posted on the School System website (<http://www.sumnerschools.org>) under “Invitation to Bid”.

IV. Proposal Guarantee

Vendors must guarantee that all information included in their proposal will remain valid for a period of 90 days from the date of proposal opening to allow for evaluation of all proposals.

V. Related Costs

School System is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

VI. Payment Terms

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and School System’s approval of conformance with specifications.

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.

XIV. Assignment

Neither the vendor nor School System may assign this agreement without prior written consent of the other party.

XV. Liabilities

The vendor shall indemnify School System against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

School System has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

XVI. Tax Status

Sumner County Board of Education is tax exempt.

XVII. Invoicing

Invoices are to be submitted to:

Sumner County Board of Education
1500 Airport Road
Gallatin, TN 37066

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts. The vendor must have the capability to provide invoices via email.

XVIII. Contract Nullification

School System may, at any time, nullify the agreement if, in the judgment of School System, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between School System and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by School System.

XIX. Applicable Law

Sumner County, Tennessee is an equal opportunity employer. School system does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statues, rules, or regulations, the provider will indemnify and hold School System harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the state of Tennessee.

School System does not enter into contracts which provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statues 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.

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 through the School System facilities and equipment. Cards and readers shall be provided at the sole expense of the Contractor to monitor usage. 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 taxes, plus freight costs.

The base price for fuel shall be determined on the date of delivery by the average daily O.P.I.S. pricing for each product and shall remain in effect until the next delivery of product. On the next delivery, the price will be reset according to the appropriate O.P.I.S. price.

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
One (1) 10,000 gallon diesel tank and One (1) 1,000 gallon gasoline tank
Currently Dispensing Fuel
- 3) Station Camp Campus, Bison Trail, Gallatin, TN 37066
One (1) 10,000 gallon diesel tank
Currently Dispensing Fuel
- 4) Support Services Building, 1500 Airport Road, Gallatin, TN 37066
One (1) 10,000 gallon diesel tank and One (1) 10,000 gasoline tank
- 5) Westmoreland Middle School, 4128 Hawkins Drive, Westmoreland, TN 37186
One (1) 10,000 diesel tank

Facilities may be inspected prior to the proposal deadline by contacting the School System. Some facilities may be locked at certain hours.

Some facilities are currently dispensing fuels. Installation of the electronic monitoring devices and the conversion of the facilities to the Contractor's dispensing devices shall be at the Contractor's sole cost and expense. Schedules for these activities must be prior approved by the School System for each facility.

A telephone line shall be supplied and paid for by the School System at each location for transferring data to the Contractor. The Contractor shall provide, at its' sole expense and cost, all necessary equipment to dispense and electronically monitor fuel as well as cards and card readers. The Contractor shall also provide routine maintenance to dispensing equipment and provide on-site service in the event of equipment malfunction.

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 records as required. The School System will provide a list of each employee and each vehicle authorized to make purchases from the facilities. The School System will designate two (2) employees authorized to make decisions on its' behalf, as regards to persons and vehicles authorized access. These persons will also be provided access to the Contractor's data base on an as needed basis, to add or delete user cards and/or P.I.N.s.

Cards and/or P.I.N.s once issued will not expire or be replaced during a school year (July 1 – June 30), except for individual problems, or additions or deletions of personnel or equipment.

Card readers, cards, software, and all other appurtenance required to provide the flow of data between the Contractor and the School System shall be the responsibility of the Contractor. Contractor shall provide reports and maintain accounting procedures to meet the requirements of the School System and in a form compatible to the School System computer equipment. The Contractor shall initially and periodically, if requested, provide training for the School System's personnel in the proper methods and procedures to use for purchasing and/or utilizing Contractor's equipment.

The Contractor shall collect the following data and transmit copies to the designated representatives of the School System, with the invoice, on a monthly basis:

- Time and Date of Purchase
- Vehicle Identification Number (Asset or License Numbers)
- Vehicle odometer reading (as applicable)
- Product Identity
- Product Quantity
- Amount of purchase (dollars)
- Location of purchase
- Driver Identification
- Security code identification
- Product type controls
- Product limit controls

Other reports may be required on a quarterly and/or annual basis.

Initially, there will be approximately three hundred (300) cards required; future cards will be requested as needed. Contractor will furnish new cards within five (5) days of receiving the request for cards. Requests for additions or deletions may be made in writing or by telephone.

Contractor shall designate one or two persons responsible for this account. The School System will be giving contact telephone numbers for use seven (7) days per week, twenty four (24) hours per day for assistance or questions pertaining to this account.

All fuel dispensed at off-site locations will require a signature and a photo I.D. for purchases.

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 maintain, during the life of this Contract, such workmen’s compensation as may be required by Tennessee law and such employer’s liability insurance as may be necessary to protect the Contractor from any claims which might arise from the performance of this Contract.

A) Workmen’s Compensation	Statutory Amount
B) Employer’s Liability	\$500,000 each occurrence

IV. Other Insurance as may be required by law or by other sections of these documents.

V. Additional Insurance Requirements

The certificates of insurance shall contain the following provision, to-wit:

“The coverage provided shall not be reduced in amount, cancelled, or allowed to lapse unless and until the School System shall have received at least thirty days written notice of same. Written notice shall be delivered to the Sumner County Board of Education, 695 East Main Street, Gallatin, TN 37066, the address of the Certificate holder.”

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 23, 2015 @ 9:30 A.M.

BID AMOUNT SEE ATTACHED

BID GOOD THRU JULY 31, 2015

NOTES: _____

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 freight charges shall be consistent with the prices quoted above. Increases for these values shall be necessary with proper documentation presented for approval.

*Enclose a copy of the O.P.I.S. with the pricing used for this RFP high-lighted for each product.

*This RFP shall remain open for ninety (90) days after the opening date, unless otherwise noted.

COMPANY NAME

DATE

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).

Right to an Alcohol and Drug-Free Workplace - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any contractors providing goods or services to Sumner County Board of Education must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

DRUG-FREE WORKPLACE AFFIDAVIT (page 2)

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 _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.
3. The Company is in compliance with all State and Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer: _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

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 up to five years, or both.

Name of Participant 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.

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**