



Department of Purchasing
100 N. Main Street, 2nd Floor
Suffolk, VA 23434
(757) 925-6762

January 28, 2022

To All Interested Parties:

Subject: Request for Proposal – Provide Quarterly Preventative Maintenance and Service for Automated Fuel System and Pumps

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide quarterly preventative maintenance and service for automated fuel system and pumps for Suffolk Public Schools. All documents enclosed are to be considered an integral part of this request for proposal. Please read carefully all information contained in the RFP document. Any requirement set forth in any attachment is to be adhered to fully. **Interested parties are invited to submit an original and one electronic copy (USB thumb drive is preferred) marked “Provide Quarterly Preventative Maintenance and Service for Automated Fuel System and Pumps” on or before 2:00 pm on Tuesday, February 22, 2022. We are not anticipating any extensions for this procurement. Proposals may also be delivered to the address below at the proposer’s risk of delivery. Suffolk Public Schools requires one original and requests one electronic copy should the proposer wish to use a deliver the proposal. The preferred electronic format is a USB thumb drive.** Should an event cause the school division to close, Suffolk Public Schools will accept proposals until 2:00 PM on the next operating day. Should you deliver or have a company deliver your RFP submission, the proposal shall be sealed in an envelope/package clearly marked with the title of the RFP, the due date and time and delivered to:

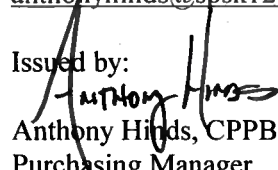
Anthony W. Hinds CPPB
Department of Purchasing,
Suffolk Public Schools
100 N. Main Street, 2nd Floor
Suffolk, Virginia 23434

This Request for Proposals is published on the Suffolk Public Schools and on the EVA site. Proposals will not be accepted at any other location. Any proposal received after the time designated above will be returned unopened. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All responsible offerors are encouraged to submit proposals.

The School Board plans to select a qualified offeror based on the requirements set forth herein and pursuant to the regulations of the Commonwealth of Virginia Procurement Regulations. The awarding authority for this contract is the Suffolk City School Board. The School Board reserves the right to reject any or all proposals submitted. All evaluation criteria are enclosed in the RFP, no other criteria will be used.

If you have any questions concerning this Request for Proposal, submit them in writing to Anthony Hinds, Purchasing Manager at anthonyhinds@spsk12.net or fax to 757-942-4333.

Issued by:


Anthony Hinds, CPPB
Purchasing Manager

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The cover letter (Request for Proposal) and each section attached as listed below constitute this Request for Proposal. All potential offerors will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

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SECTION I SCOPE OF SERVICES

It is the intent of the Suffolk School Board to establish a contract to provide quarterly preventative maintenance and service for automated fuel system and pumps and maintain a high level of service for the Transportation Department for Suffolk Public Schools.

SPS consists of eleven (11) elementary schools, five (5) middle schools, three (3) high schools, one (1) alternative school, one center, and six (6) departments. The total student population is approximately 14,000 and there are approximately 2100 employees.

General Requirements:

Suffolk Public Schools is searching for licensed professional proposers to provide, at a minimum, the items found in this Request for Proposals.

Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP. Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call repair work and a quarterly preventative maintenance program at various school facilities

The work will include the provision of a total maintenance and repair program consisting of a variety of tasks including, but not limited to the following:

1. **Fuel Control Terminal:**

Check for any visible damage to the fuel control terminal and that the keypad reader is in good condition and displaying the correct date and time. Verify that the terminal interior is dry and clean and that all switches are operable and that the latch battery tests good. Check that a lightening arrestor is present.

2. **Dispensers:**

Check the external conditions of the dispensers, ensure hoses, nozzles and hose modules are in good condition and **that** the retractor cords are not frayed or broken. Check to ensure that the dispenser base is sealed against water and all panel seals are in good condition with seals and filters showing no leakage. Replace the dispenser filter(s) and clean the fuel filter screen.

3. **Decals and Placards:**

Check the fuel dispenser to verify that required decals and placards are present and in good condition on both sides of the dispenser including "May Contain 10% Ethanol", "Ultra Low Sulfur Diesel", and "Hazardous Materials".

4. **Signs:**

Check the fueling area to ensure that required signs are present and in good condition. Signs shall include, but not be limited to:

1. ADA
2. No Smoking
3. Emergency Shut Off
4. Location of Emergency Shut Off
5. Fire Extinguisher
6. No Parking

5. **Tank Sumps:**

Check the tank sumps' walls, lids and lid gaskets to ensure they are in good condition and that no water is found in the sump. Check that the sump sensor bracket is present, positioned correctly and test good. Ensure the manhole can be removed without tools.

6. Tank Overfill Containment:

Check the basin for any cracks and to ensure that it is free of fluid or debris.

7. Veeder Root Console:

Verify that the date and time are correct and setup is unchanged.

8. Overfill Alarm Test:

Test the audible alarm and the visual alarm and ensure that both are operable.

9. Cut-Off Switch Test:

Check that the cutoff switch removes all power from the fuel island except the canopy lights and ensure that there is no obstruction to the areas.

10. Bypass mode:

Check mode system.

11. Testing Operation and Calibration:

Check fuel dispersion and recalibrate if necessary.

12. Add additives to tanks as necessary

For treating Hydrocarbon Utilizing Microorganisms (HUM) or other industry recognized treatments that would provide additional safeguards to tanks, pipes, etc.

Systems that need to be supported by the successful contractor are the following:

Petroven K800 Automated Fuel Systems

Veeder-Root Systems TLS-350 and TLS-350R Consoles

Veeder Root TLS 300 and TLC 300C

Phoenix and Inform Fuel Management Software.

The School Board reserves the right to purchase parts/materials for larger scale projects should it be in the best interest of the School Board as a part of this agreement.

The Contractor shall leave work areas free of all dirt, litter, lubricants, or other materials utilized to perform maintenance/jobs. The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access by the public or unauthorized School staff to work areas.

A. Contractor General Responsibilities: The Contractor shall provide all labor, supervision, equipment, tools, materials, and incidentals required to complete and satisfactorily perform various projects as identified by the Owner's representative. Services include, but are not limited to the following:

1. Troubleshoot, repair, and install devices as to meet the intent of the RFP. Proposer will either have on staff or subcontract the necessary personnel to provide such services.
3. Troubleshoot, replace, assemble, perform inspections and/or install various control panels, and provide technical advice to the Owner regarding various systems.
4. Troubleshoot, provide, replace and/or install control and equipment.
5. Limited design related to sizing and specifying wiring, conduit, and other components.

B. Contractor Performance Responsibilities: At a minimum, the Contractor should meet the following performance standards.

1. Unless an emergency exists, the Contractor should respond to the Owner's request for service within 24 hours of notification.

2. The Contractor shall provide the Owner with a written estimate of the promulgated work and receive approval to proceed before initiating any work. At a minimum, the Contractor's estimate shall include the number of labor hours needed for each defined grade of worker, start date and time of work, estimated duration of time the Contractor is occupying the job site, and the materials required for the work. The Contractor shall not charge the Owner for their time to inspect the worksite and to develop the written estimate. If the owner decides not to proceed with the work, the Contractor's time expended for the site inspection and development of an estimate shall not be billable.
3. Upon approval of the Contractor's estimate and notification of this approval by the Owner, the Contractor shall begin work within twenty-four (24) hours of the Owner's notification.
4. The Contractor shall possess the appropriate contractor's license with the specific specialty services as recognized by the Commonwealth of Virginia.
5. The Contractor shall be responsible for providing quality services in accordance with industry standards, plans, directions, and instruction as provided by the Owner's representative for each task.
6. The Contractor shall be solely responsible for obtaining any necessary permits to perform any particular task.
7. All equipment, materials, and installation work provided shall conform to the requirements found in state code.
8. Time charged to a task shall ONLY be for the actual time spent on the job site. Travel time and overhead costs shall not be billable for any task and included within the Contractor's loaded hourly rate.
9. Invoices for materials provided by the Contractor shall be solely limited to the actual invoice cost for the materials or equipment provided by the Contractor and used for the task.
10. The Contractor shall provide a clear and legible copy of an invoice showing all work performed, indicating the time of arrival and departure at the school facility for each employee performing services, including copies of any material or equipment invoices that denote the Contractor's cost. The Contractor shall contact the Owner's representative at the completion of work in order to verify the time allotted to the service.

C. Contractor Experience and Qualifications:

1. Company/Contractor
 - a. The Contractor should have any licenses required to provide services.
 - b. The Contractor's firm should have been in business providing similar services promulgated in this solicitation for a minimum of five (5) consecutive years.
2. Personnel
 - a. The Contractor's supervisor or foreman providing services under the resulting contract should have a minimum of five (5) years of experience in providing services.
 - b. The Contractor's personnel assigned to the resulting contract should wear appropriate uniforms that, at a minimum, bear the contractor's company name, the employee's name, and shall be maintained in a professional condition at all times. Contractor badges are available upon request from the Purchasing Department for personnel working at the schools. Contractors will check in each day with the school or department and will require, at a minimum, a printed badge identifying the personnel as a contractor.
 - c. Individuals who will be working at the school are required to fill out the appropriate certifications and return to the Maintenance Department. Only those individuals that fill out the certification are allowed to work in the school buildings while occupied with students.
 - d. Contractor is not to smoke, use alcohol, or use any illegal substances on school grounds.
3. Damage to School Premises
 - a. The Contractor shall repair and/or replace any damage done to any of the school's property by their employees within ten (10) calendar days after notification by the Owner.
 - b. The Contractor shall document any damages in the project area prior to commencing work. This written record shall be provided to the Owner's representative prior to commencing work.

4. Work Authorization: Any work desired under the resulting contract shall be ordered through the issuance of a Notice to Proceed Suffolk Public Schools which will be accompanied by the contractors estimate for work.

The anticipated process should occur as follows:

- a. The owner will request the Contractor to provide a written estimate for the desired work that includes the labor categories and labor hour rates anticipated for the work, start date and time of the work, duration of time the Contractor will need to occupy the worksite, and complete the work and an estimate of the cost of materials that will be needed to complete the work.
- b. Upon receipt of the estimate, the Owner will review it for completeness and in turn issue a notice to proceed by e-mail or letter to the Contractor if acceptable by the Owner.
- c. The Contractor shall arrive at the job site and begin work on the date and time provided in the Contractor's estimate.
- d. If the Owner's notice to proceed is not issued to the Contractor within twenty-four (24) hours of the start date and time, either party may request a rescheduled start date and time. If the notice to proceed is issued after the start date and time, the Contractor shall coordinate a new start date and time with the Owner.

All maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, shall meet warranties and be in conformance to all applicable laws, codes and regulations.

SECTION II PROPOSAL REQUIREMENTS

Each Offeror interested in submitting a proposal for consideration shall submit the information described below in a sectional format. Award for the services described herein will be based on the best value of the services and equipment proposed.

- A. Provide a letter of introduction that includes the name and location of the company, a statement of interest, and the ability to provide the required services. The letter must also include the following non-collusion statement.
- "The offeror expressly warrants that the information submitted herein is not the result of an agreement expressed or implied with any other offeror or offerors in an attempt to influence or restrict competition."

The letter of introduction shall be signed by an individual authorized to conduct business for the firm with the name of the individual typed below the signature. The telephone and fax numbers must be included in the letter of introduction.

- B. Provide a brief statement describing the offeror's qualifications to include years in business, similar contracts, etc. Provide the name, qualifications and contact information for the person who will serve as the contact for this project. Include SCC Identification number or justification. (See Section V, Item Y.)
- C. Provide the location of the office that will provide services for Suffolk Public Schools. Include resumes and backgrounds of those that would be servicing Suffolk Public Schools
- D. Provide a list of Virginia schools or other government contracts of similar size to Suffolk that you have provided like services to in the past three (3) years. Include a contact person, phone number and email address.
- E. Provide documentation verifying all required certifications.
- F. Provide a detailed cost proposal
- G. Provide any other information that may assist in the evaluation of the services and equipment required herein

SECTION III EVALUATION CRITERIA

Each proposal will be evaluated on the basis of the criteria listed below:

- A. Value and completeness of the price proposal – Mark up on materials, rates for personnel/services. Please use attached sheet to provide your pricing. If required, add an additional sheet to this sheet. – 40 points
- B. Qualifications and experience of the organization and their ability to provide the services described in this request for proposal including certifications and licensing -30 points
- C. References provided - 20 points
- D. Other items not contained that would provide best value (value added items not specified in the RFP) - 10 points

SECTION IV COOPERATIVE PROCUREMENT

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, Cooperative Procurement, as stated, "a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies. "

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor ' s responsibility to notify the jurisdictions of the availability of contract(s).

Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Contractor(s). Suffolk Public Schools acts only as the Contracting Agent and is not responsible for the placement of orders, payment or discrepancies of the participating jurisdiction

SECTION IV SELECTION OF OFFEROR

- A. The School Board will use the competitive negotiation process in selecting the offeror to provide this service. The proposal, as submitted, will be evaluated by the School Board. Based on initial evaluations, presentations may be requested. Two or more offerors deemed as best suited and qualified will be selected for formal and/or informal interviews. Selected vendors may be asked to demonstrate their complete program during the evaluation process. If in Suffolk Public Schools' opinion, presentations or demonstrations of proposals and capabilities are warranted, Suffolk Public Schools will notify the appropriate Offerors. Such presentation or demonstration shall be at a SPS site or virtually, shall be at a date and time mutually agreed to between SPS and Offerors, and shall be at the Offerors expense. Competitive negotiations will be conducted with the top ranked offerors. A contract will be awarded to the top ranked offeror(s) after the completion of competitive negotiations and interviews.

- B. If the School Board determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- C. During negotiations, the selected firm will be required to demonstrate cost and fees, including labor cost, direct expenses, overhead, man-hours by category and direct (non-labor) expense in a format prescribed by the School Board.
- D. The School Board reserves the right to reject any or all proposals and will not be liable for any cost incurred in connection with the preparation and submittal for this Request for Proposal.
- E. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board and may negotiate all aspects of such award and negotiate all aspects of this Request for Proposals.
- F. Notice of Award for this solicitation shall be in writing to the successful offeror and posted on the Suffolk Public Schools Bid Board at 100 N. Main Street, Second Floor, Suffolk VA 23434. In any aspect where the Notice of Award is in conflict with the RFP, the award notice will capture any negotiated changes as a part of the Request for Proposals process.
- G. The School Board reserves the right to negotiate the terms of this contract on an annual basis.

SECTION VI TERMS AND CONDITIONS

- A. **INDEPENDENT CONTRACTOR RELATIONS:** Neither the successful offeror, its employees, assignees or Successful Offerors shall be deemed employees of the School Board while performing for the School Board.
- B. **GENERAL PROVISIONS:** Nothing in the agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.
- C. **INVENTIONS & COPYRIGHTS:** The Successful Offeror is prohibited from copyrighting any papers, interim reports, forms or other material and/or obtaining patents on any invention resulting from its performance of the project, except when specific written authorization of the School Board is given. The copyright or patent shall belong to the School Board.
- D. **SHIPPING:** All shipping and handling costs shall be at the expense of the successful offeror.
- E. **TERMS OF AGREEMENT:** It is the intent that the initial term of this agreement begin on the date of award and continue through June 30, 2023 after which this agreement may be extended for four (4) additional one-year periods, beginning July 1st and ending June 30th of each year, unless otherwise terminated by either party by giving written notice by May 1st of any given year. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing by April 1st of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics, U. S. Department of Labor, for all Urban Consumers (CPI-U) south, for the preceding calendar year. Suffolk Public Schools reserves the right to purchase additional equipment and services as needed and to negotiate for additional years in order to provide for the continuation of services. Suffolk Public Schools will either issue a PO, a signed Statement of Work, award letter, or contract as a part of this RFP.
- F. **TERMINATION:** The School Board Offeror may terminate the Agreement upon ninety (90) days written notice to the other party. Upon this termination for convenience, the Successful Offeror shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the Agreement. The parties may mutually agree in writing to an earlier termination.

In the event of a breach by the Successful Offeror of the Agreement, the School Board shall have the right to immediately rescind, revoke, or terminate the Agreement. In the alternative, the School Board may give written notice to the Successful Offeror by specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Successful Offeror has not substantially corrected the breach within ten (10) days of receipt of the written notice, the School Board shall have the right to terminate the Agreement. A waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement. A violation of any state or federal law or regulation by the Successful Offeror shall be considered a breach of the Agreement.

In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the Agreement shall become the property of the School Board.

This agreement shall be canceled automatically in the event that the local, state or federal government fails to appropriate or allocate sufficient funds or positions for the purpose of continuing the Agreement. This termination shall be complete upon depletion of the previously allocated funds.

G. COLLATERAL CONTRACTS: Where there exists any inconsistency between the Agreement and other provisions of collateral contractual Agreements which are made a part of the Agreement by reference or otherwise, the provisions of the Agreement shall control.

H. CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION: Upon award, the successful offeror and any employee who will have direct contact with students shall provide certification as found in attachment 1.

Any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services, and when relevant, the revocation of any license required to provide such services. **(See Attachment 1)**

I. NONDISCRIMINATION: In its performance of the Agreement, the Successful Offeror warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, disability or national origin. The Successful Offeror shall post, in conspicuous places that are available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In its solicitations or advertisements for employees, whether placed by or on behalf of the Successful Offeror, the Successful Offeror shall state that it is an equal opportunity employer. Notices, advertisements and solicitations which conform to federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

Suffolk Public Schools does not discriminate against faith-based organization.

J. DRUG FREE WORKPLACE: A drug-free workplace is to be maintained by contractor; required provisions – All public bodies shall include in every contract over \$10,000.00 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a

specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

K. APPLICABLE LAWS: The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

L. SEVERABILITY: Each paragraph and provision of the Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

M. CONTINGENT FEE WARRANTY: The Successful Offeror warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing the Agreement. The Successful Offeror further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of the Agreement. For breach of one or both of the foregoing warranties, the School Board shall have the right to terminate the Agreement without liability, or, in its discretion, to deduct the amount of said prohibited fee.

N. FINANCIAL RECORDS AVAILABILITY: The Successful Offeror agrees to retain all books, records, and other documents relative to the Agreement for five (5) years after final payment. The School Board, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during this period.

O. OWNERSHIP OF DOCUMENTS: Any reports, studies, photographs, negatives or other documents prepared by the Successful Offeror shall be retained by the Successful Offeror and shall be remitted to the School Board by the Successful Offeror upon completion, termination or cancellation of the Agreement. The Successful Offeror shall not willingly use or allow or cause to have such materials used for any purpose other than performance of the Successful Offeror's obligations under the Agreement without the prior written consent of the School Board.

P. CONFIDENTIAL INFORMATION: All confidential and proprietary information and data furnished to the Successful Offeror by the School Board shall remain the property of the School Board. The Successful Offeror agrees to retain in confidence, and not to disclose to or use for the benefit of third parties, any information disclosed to the Successful Offeror by the School Board without the School Board's prior written consent. Excluded from the provisions of the Agreement shall be such information as:

1. Information which is in the public domain or which the Successful Offeror can show to have been in its possession independently of and prior to such disclosure by the School Board;
2. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;
3. Information made available to the Successful Offeror from a third-party source without any secrecy obligation attaching thereto; and
4. All information uncovered during an investigation conducted by the Successful Offeror that is required to be reported by the Successful Offeror to appropriate agencies pursuant to local, state or federal statutes (i.e., especially concerning or affecting public health and safety). The Successful Offeror will attempt to notify the School Board prior to any such reporting.

Q. COMPLIANCE WITH LAW AND STANDARD PRACTICES: The Successful offeror shall perform its obligations under the Agreement in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of the School Board relative to the premises. The Successful Offeror shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.

R. TAXES, FEES, CODE COMPLIANCE AND LICENSING: The Successful Offeror shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall be in compliance with all applicable codes, ordinances and permitting requirements.

S. COORDINATION OF WORK: The Successful Offeror shall schedule and coordinate its services with the School Board. Services shall be performed in a professional and timely manner.

T. HOLD HARMLESS AGREEMENT: The Successful Offeror shall indemnify and hold harmless the School Board and its representatives from and against all losses and claims, demands, suits, actions, payments and judgements arising from personal injury or otherwise brought or recovered against the School Board or its representatives by reason of any act or omission of the Successful Offeror, its agents, servants or employees in the execution of the contracted work.

U. INSURANCE: The Successful Offeror shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the School Board. The School Board will be named on all liability policies and Workers' Compensation policies as "Additional Named Insured" or "Alternate Employer Endorsement" for the proposed work.

Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverage's, in an amount not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. Such insurance shall name Suffolk Public Schools as an additional insured for both ongoing and completed operation on a primary and non-contributory basis. Coverage will include a Waiver of Subrogation in favor of Suffolk Public Schools. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).

Umbrella / Excess liability Insurance including coverage with minimum limits of four million dollars (\$4,000,000) per occurrence and aggregate which shall attach over above noted policy coverages.

Workers' Compensation Insurance as required under Code of Virginia, Title 65.2. not less than Five Hundred Thousand Dollars (\$500,000) per accident/employee and policy limit. Coverage will include a Waiver of Subrogation in favor of Suffolk Public Schools.

V. WORKERS' COMPENSATION INSURANCE/EMPLOYERS' LIABILITY INSURANCE: The Successful Offeror shall obtain and maintain during the life of this Agreement the applicable statutory Workers' Compensation Insurance with an insurance company duly authorized to write such insurance. The Successful Offeror shall obtain and maintain during the life of this Agreement, Employers' Liability Insurance with a limit of \$500,000.00 per accident/injury by an insurance company duly authorized to execute such insurance in the State of Virginia.

W. PUBLIC LIABILITY INSURANCE: The Successful Offeror shall maintain during the life of this Agreement such Liability Insurance as shall protect him/her against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under this Contract whether such operations be by himself/herself or his/her employees.

X. COMPLIANCE WITH FEDERAL IMMIGRATION LAW: The successful bidder shall not, during the performance of a contract for goods and services in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Y. CERTIFICATE OF INSURANCE: The Successful Offeror shall furnish the School Board with two (2) copies of certificate of insurance evidencing policies required. The Successful Offeror shall not change any required insurance during the life of this Agreement unless notice of any such change in coverage is given in writing by the Successful Offeror to the School Board at least fourteen (14) calendar days prior to any such change in coverage.

Z. RIGHT TO RENEGOTIATE - Suffolk Public Schools reserves the right to renegotiate any and all terms and conditions of this agreement including pricing that may be a part of this agreement on an annual basis on or before the renewal date.

AA. SCC ID NUMBER: In accordance with new registration requirements effective July 1, 2010 vendors shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in Section 13.1 or Title 50 of the Code of Virginia. Provide your SCC Identification Number below or justification for non- registration. The SCC may be reached at (804) 371-9733 or at [www.scc.virginia.gov /default.aspx](http://www.scc.virginia.gov/default.aspx) .Failure to include this information with your submittal may result in rejection of your proposal. You may submit a proposal while you await a SCC ID, if required, however, a contract cannot be awarded without this information or justification for not including the SCC ID number.

SCC ID Number _____

BB. SUSPENSION OR DISBARMENT - In issuing your proposal, you are certifying that you have not been suspended or disbarred at any level (state or national) and are eligible to be awarded a contract.

CC. PROPRIETARY INFORMATION – Proposers reserve the right to mark items as proprietary and request that trade secrets be protected. It is the responsibility of the proposer to clearly mark information as proprietary at the time of submission and must provide a written statement as to why such protections are necessary. Proprietary information submitted by the Offeror will be maintained as confidential pursuant to Virginia Code 2.2-4342 to the extent allowable by law. The School Board will not release such information unless required to do so pursuant to the Virginia Freedom of Information Act or court order. The School Board will inform the Offeror/Vendor of any request for such proprietary information and whether the School Board determines that the information should be released in accordance with the Virginia Freedom of Information Act or court order. The School Board will allow the vendor a reasonable amount of time to challenge the release of such information. A statement by the Offeror that the entire proposal is proprietary and/or a statement that Offerors pricing/costs are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further evaluation and award. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal, not under separate cover and labeled proprietary, shall be Public Information in accordance with state statutes.

DD. QUESTIONS - Submit questions about the specifications by e-mail to the Procurement personnel identified in this RFP not less than five (5) working days prior to the closing date of the Request for Proposal.

EE. ANTI-TRUST – Any perceived incidence of price fixing or anti-trust violations shall be reported to the State Attorney General for possible enforcement of anti-trust laws.

PRICING SCHEDULE:

Please use the pricing schedule to fill in your pricing for the various levels of service. Proposers may add additional items on another sheet but all of the rates must be filled in completely. Should the proposer not have a price for this service, please mark N/A. **Please note that while filling out this schedule is required, it is NOT the sole criteria used for this RFP (see Section III).**

Location	Tank Size
Diesel Tanks: John Yeates Middle School, 4901 Bennett's Pasture Road John F. Kennedy Middle School, 2325 E. Washington Street King's Fork High School, 351 King's Fork Road Pioneer Elementary School, 150 Pioneer Road Turlington Woods School, 629 Turlington Road Gasoline Tank: Facilities & Planning Dept., 1507 Freeney Avenue	10,000 gallons - under ground 10,000 gallons - underground 8,000 gallons - underground 3,000 gallons – above ground 3,000 gallons– above ground 3,000 gallons – above ground
Total Quarterly Preventative Maintenance Cost – to be billed four times a year	\$ _____

FIXED MARKUP RATE ON MATERIALS, SUPPLIES AND EQUIPMENT SHOULD ADDITIONAL GOODS BE REQUIRED:

_____ % from published list

LABOR RATE FOR ADDITIONAL TIME BY TECHNICIAN:

\$ _____ per hour

An additional price list or sheet may also be included in your proposal submission but this form must be filled out.

Suffolk Public Schools reserves the right to add or delete locations and to increase/decrease frequency of service during the duration of this agreement at a rate that is mutually agreed upon.

Department of Purchasing
100 N. Main Street, 2nd Floor
Suffolk, VA 23434
(757) 925-6762 Fax (757) 942-4333

CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

Pursuant to Virginia Code Section 22.1-296.1.C, prior to the award of a contract for the provision of services that require the contractor or any of its employees to have direct contact with students, the school board is required to have the contractor, and when relevant, any employee who will have direct contact with students, provide certification that (i) he has not been convicted of any violent felony as set forth in the definition of a barrier violent crime in Virginia Code 19.2-392.02, or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

The School Board may award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or violent crime of moral turpitude that is not set forth in the definition of violent barrier crime in subsection A of Virginia Code 19.2-392.02 and does not involve sexual molestation, physical or sexual abuse, or rape of a child, provided that in the case of a felony conviction, the Governor has restored the individual's civil rights.

So as not to place an undue burden or hardship on the day to day operation of the school division and remain in compliance with the aforementioned Code provision, any contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, is required to provide the certification listed below:

As a contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been (i) convicted of a felony as set forth in the definition of a barrier violent crime or any offense involving the sexual molestation or physical or sexual abuse or rape of a child and/or meet the terms as outlined above:

CONTRACTOR NAME _____

BUSINESS ADDRESS _____

PHONE NUMBER _____

CERTIFIED BY _____

PRINTED NAME _____

TITLE _____

DATE _____

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection. For the purposes of this subsection, "direct contact with students" means being in the presence of students during regular school hours or during school-sponsored activities