

**CITY OF KNOXVILLE
INVITATION TO BID**

Bulk Fuel

The City of Knoxville is requesting bids from responsible firms or teams to provide multiple types of bulk fuel to the City of Knoxville. The City of Knoxville purchases bulk fuels for use in vehicles and machinery operated by the City's Fleet department, the Knoxville Area Transit (KAT), the Knoxville Police Department, and the City's Public Service department. Contract to start on February 1, 2021 with an option to renew for two (2) additional one (1) year terms.

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Agent of the City of Knoxville, in Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee, until 11:00:00 a.m. (Eastern Time) on December 4, 2020, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

For those who would like to view the bid opening virtually, you may view it on Zoom through this link:

Topic: Bulk Fuel Bid Opening
Time: Dec 4, 2020 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/87555517363?pwd=M0MMya214QWtvaklCSlVFVnN3MFJvUT09>

Meeting ID: 875 5551 7363
Passcode: 994503
One tap mobile
+19292056099,,87555517363#,,,,,0#,,994503# US (New York)
+13017158592,,87555517363#,,,,,0#,,994503# US (Washington D.C)

Dial by your location
+1 929 205 6099 US (New York)
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Find your local number: <https://us02web.zoom.us/j/87555517363?pwd=M0MMya214QWtvaklCSlVFVnN3MFJvUT09>

SPECIFICATIONS

The specifications and standards for each type of fuel follow. Bidders must supply the fuel price(s) quoted on the City of Knoxville Bid Form included in this package.

Bidders are providing quotes for a per gallon price agreement, using the calculation of the daily OPIS "Low Rack Price" plus a fixed mark-up or minus a discount, for the Knoxville Rack Location, for (1) year, to begin on February 1, 2021. The base term of the contract is for (1) one year with an option to extend for (2) two additional (1) one year terms. There is no guarantee of the consumption rates described herein; however, the City of Knoxville estimated these consumption rates in good faith to help guide bidders in establishing pricing. Usage will vary with the needs of the Fleet Department and KAT and the departments will order various quantities on an as-needed basis during the term of the contract.

Product Specifications – Gasoline, Diesel and Additives:

Please provide pricing on the Bid Proposal Form for the following blends of bulk fuels:

1. Gasoline:
 - a. KAT Locations – **87E10** Unleaded Regular Gasoline - Minimum 87 Octane Mid-Grade
 - b. FLEET Locations – **87E10** Unleaded Regular Gasoline – Minimum 87 Octane Mid-Grade

2. Diesel Fuel:

Ultra Low Sulfur Diesel (ULSD) – Shall be ULSD-15 PPM sulfur, un-dyed. ULSD shall contain lubricity additives that comply with the Federal Ultra-low sulfur content requirements for use in diesel motor vehicles. All ULSD provided must have a minimum cetane level of 45.

3. Renewable Hydrocarbon Diesel – To date, the City tested one 7,500-gallon shipment of renewable hydrocarbon diesel shipped from Renewable Energy Group, Inc. in Louisiana. Would like to use more in the future with our fleet of Freightliner M2 Medium duty trucks with the Cummins ISC diesel engine to reduce the number of forced regenerations and engine damage if price point is reasonable.

5. Additives – to be purchased **ONLY** upon request of the departments:

De-icing Additive for Diesel Fuel when requested by department.

Algaecide Additive for Diesel Fuel when requested by department

Deliveries:

Fuel product will be ordered on an “as needed” basis with no guarantee of a full load being ordered or quantities being ordered due to site size restrictions. All orders must be submitted via email to avoid any misunderstanding. Once an order has been placed, it is the responsibility of the contractor to determine how to efficiently divide each order for delivery so as to provide the lowest cost to the City. The morning of the delivery, the contractor **MUST** provide, via email, the per gallon price of the fuel to the department placing the order. Product must be delivered within 24 hours after receipt of purchase request, unless otherwise agreed upon. If successful contractor cannot deliver the gasoline product requested by the City of Knoxville for any reason, the City has the option to purchase from any other source, without violation of the contract, in order to supply product for vehicles which protect the health, safety, and welfare of and provide public service for the needs of the City of Knoxville.

A Delivery Ticket and Bill of Lading **MUST** be provided at all fueling locations. If a delivery ticket is not provided and signed, a payment request **WILL NOT** be submitted until the City receives receipt of delivery verification. Under no circumstances should a delivery driver take instruction from, leave paperwork with, or give information to any employee and/or attendant that is stationed at a fuel site. Contractor will be provided a Procedures Manual with specific delivery guidelines for each fueling location, to include instructions in regards to paperwork. Please abide by these procedures, as this manual was specifically created with instructions for each individual fueling site. The City of Knoxville reserves the right to have a representative on-site, at random, and without notification, to retrieve a fuel sample directly from the delivery truck.

All deliveries made in a tank wagon must be metered.

In the event of a natural disaster, terrorist attack, other catastrophic event, or due to negligence on the part of the contractor, which would render any of the fuel sites covered under this contract inoperable, the awarded contractor shall supply a tanker truck capable of refueling vehicles at a site specified by the City of Knoxville. Vendors shall propose alternate sites to fuel in case of emergency situations. This should include a provision to allow City of Knoxville vehicles to go to vendor’s stations and the vendor should be capable of setting up remote sites with fueling trucks. Failure to include this information may result in bid rejection. In the case of such a disaster, attack or catastrophic event, **Contractor shall guarantee delivery to the City of Knoxville on a**

priority basis before delivering fuel supplies to non-governmental customers or governmental customers without an existing contract for fuel delivery.

Contractor shall be responsible for containing and cleaning up all fuel spills caused by driver neglect or carrier equipment failure. The Contractor shall respond to the site of a spill within twelve hours of the occurrence. If the Contractor does not respond and the City of Knoxville cleans the spill, the contractor shall reimburse the City for all expenses incurred. Contractor shall clean the spill in accordance with all applicable state and federal standards.

Contractor must take all precautions to minimize spillage in the spill buckets. Driver must notify of any spillage or water collecting in spill buckets upon presentation of the delivery ticket.

Delivery Locations and Delivery times:

Delivery shall be made to the specified locations listed in Attachment A - Locations of Delivery Sites and within the delivery hours listed for each location listed.

The City of Knoxville reserves the right to add additional locations during the contract period or may delete locations if needed.

Incorrect deliveries: In the event that an incorrect delivery is made to the City of Knoxville, it shall be the sole responsibility of the Contractor to provide payment for any and all services required to correct the delivery and for all damages that occur as a direct result of the incorrect delivery.

Pricing:

Bid prices must be fixed for the term of the contract, using the calculation of the daily OPIS "Low Rack Price" plus a fixed mark-up or minus discount, for the Knoxville Rack Location. For evaluation purposes, the City of Knoxville will use the pricing for all products as provided for the date of December 1, 2020.

Prices stated must include delivery and all costs throughout the life of the contract and are not subject to change. State in the comments if the bid includes additional costs for split deliveries or for the use of smaller delivery vehicles (e.g. for sites where tankers cannot deliver. Under no circumstance shall the contractor charge more than (1) one split delivery charge **per truck load** when the load is delivered to multiple City of Knoxville locations.

Contractor must supply the City of Knoxville's Contract Manager with reports listing the location, quantity, type and price of the product supplied every quarter or within five (5) working days of being notified of such request. Reports may be mailed to Natalie Reyes, Contract Manager, City of Knoxville, 400 Main Street, Rm. 667, Knoxville, TN 37902 or emailed to nreyes@knoxvilletn.gov.

Additions of delivery points/quantities of fuel for bid types of fuels shall be billed at the same negotiated OPIS plus markup/discount price. The City reserves the right to add additional types of fuel if needed due to emerging technology or addition to the City's existing fleet.

Taxes:

The City of Knoxville is a tax exempt local government entity exempt from the federal excise tax but required to pay Federal Leaking Underground Storage Tax (LUST), Federal Environmental Fee tax. **DO NOT** add any special tax or fee in the bid price. If a tax or fee is assessed or legislated, the amount is to **appear on the invoice** as a separate line item if the City is not exempt from payment of the tax or fee. The winning bidder will be required to pay Tennessee's City and Business Tax.

Invoicing:

Invoices are to reflect “**low rack price**” for the day fuel was delivered. Prices for fuel are updated weekdays by 12:00 p.m. EST and shall be effective until 11:59 a.m. EST the following day. Invoices **MUST** be received within 2 business days of delivery. Each delivery (including split loads) is required to have a separate invoice.

Sample Invoice:

Contract Number: To be announced at time of award

Delivery Location: Loraine Street

Product	Gallons	City Cost/Gal. (Rack +/- Mark-up)	Amount Due
ULSD Diesel	2000	\$3.25	\$ 6,500.00
Unleaded Regular	5000	\$2.70	\$13,500.00

Estimated Quantities:

Twelve (12) month estimated quantities are listed for bid purposes **ONLY** based upon the best information available at the time the specifications were prepared, taken from the past three calendar years average. Bidder is advised that the contract is for (1) one year with an option to extend for (2) two additional (1) one year terms, and that budgetary considerations and other factors may increase or decrease these estimates. **No specific quantity is guaranteed. Full loads are not guaranteed.** Any/all amounts that are ordered must be filled and delivered within the required timeframe.

The City reserves the right to order such items/supplies/services/fuel/additives as may be required during the said period, and it also reserves the right not to order/purchase any items/supplies/services/fuel/additives bid upon by the contractor, if it is found that such items/supplies/services/fuel/additives are not required by the City during the period covered by this contract. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the contractor of his/her/their obligation to fill orders placed by the City.

Approximate Annual Quantities (based on past usage):

Fuel Type	Gallons Used
Ultra low sulfur diesel	918,525
Unleaded gas	920,000

BID SUBMISSION REQUIREMENTS

Bidders must furnish the following information in writing with their submission:

1. Bid Form showing bidder’s name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder’s current business license may be submitted in lieu of providing the license expiration date.
2. Non-Collusion Affidavit
3. Drug-Free Workplace Affidavit
4. Iran Divestment Act Certification of Non-inclusion
5. Diversity Business Enterprise (DBE) Program form
6. Evidence of insurance as outlined in Paragraph 29
7. Names and contact information for at least three (3) current or past customers

GENERAL INFORMATION

1. Sealed bids will be received by the Purchasing Agent of the City of Knoxville in Room 667-674, City/County Building, 400 Main Avenue, Knoxville, Tennessee until **Wednesday, December 4, 2020, at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**
4. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The fully executed and notarized affidavit must be submitted with the sealed bid.
5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this bid is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
7. Each bid delivered via paper must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope must bear the completed Outside of the Envelope Form which is included as an additional document on the online request for proposals.
8. Electronic submissions shall be submitted online through the City's Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** If submitting electronically, a paper bid is not required. Each electronic submission must include the completed Outside of the Envelope Form which is included as an additional document on the online request for proposals.
9. All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.) To register as a vendor: Visit the website at www.knoxvilletn.gov/purchasing Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may be sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

Step Two: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on **December 4, 2020**. To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids Click "Bulk Fuel Bid" Click "Submit Bid" (red button located at top of screen) Follow the prompts to upload and submit electronic file. The City prefers only one (1) bid file per submission. Files MUST use the following naming convention, listing the firm's name followed by the title of the project. Example: "Dave's Fuel Service.pdf." Should you need to merge multiple documents into one PDF, please utilize Google to download a free software intended for merging pdf documents.

10. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
11. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
12. All bidders must be licensed to conduct business in the State of Tennessee. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the bid must be placed on the sealed envelope containing the bid. Bidders must also provide proof of their Knox County, Tennessee business license to ensure compliance with filing of Tennessee's City and Business Tax during the awarded contract.
13. Payment for completed services delivered to and accepted by the City shall be at the contract price.
14. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
15. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.
16. Within 30 days of delivery of the contract to the Contractor, the City must receive either the executed contract or, if execution of the contract is pending agreement of the parties as to contract language, a written request for extension indicating the cause of the delay and an estimated schedule for execution. The City may accept or reject the request for extension, but will afford reasonable opportunity for review. Failure to obtain a certificate of insurance prior to submission of a bid will not be considered a reasonable basis for extension. If neither the executed contract nor a written request for extension has been received by the City within 30 days of delivery, the City may award to the next most responsive, responsible bidder.
17. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
18. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
19. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
20. Bidders must comply with the President's Executive Orders No.11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color,

religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.

21. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
22. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to James McKeehan, Assistant Purchasing Agent for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at jmckeehan@knoxvilletn.gov. **To be given consideration, such requests/questions must be received by November 25, 2020.** Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/bids.
23. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
24. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.
25. Where applicable, the successful Bidder will be required to pay prevailing wages to those whom they employ (to include any sub-contractors). Information regarding the prevailing wage rates may be obtained on the following State of Tennessee website: <http://www.tn.gov/workforce/article/prevailing-wage>.
26. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor:
 - (a). The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and
 - (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.
27. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.
28. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
29. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was

excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

30. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
31. Before a contract will be signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Contract resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.
32. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:
 - A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than three million dollars (\$3,000,000).

Such insurance shall:

 - (a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
 - (b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.
 - B. **Automobile Liability Insurance**; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
 - C. **Workers' Compensation Insurance**. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and

employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

- D. **Pollution Liability Insurance.** Contractor shall maintain, or shall require any subcontractor transporting the fuel under the Agreement to maintain contractor's pollution liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If such coverage contains a general aggregate limit, it will apply separately to the Agreement or, be no less than two (2) times the occurrence limit. If coverage is on a claims-made basis, then the Contractor shall warrant, or insure that any subcontractor transporting the fuel under the Agreement warrants, that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement; and that continuous coverage will be maintained for a period of five (5) years beginning from the time that services under the Agreement are completed.
- E. **Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
 - Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
 - Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 - Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
 - If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
 - Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

33. The successful proposer will be required to sign a contract which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

34. Federal Procurement Requirements. The City of Knoxville purchases all fuel with local funds thus no federal procurement requirements apply to the normal procurement of fuel. However, should a federally declared disaster occur, the purchase of fuels may be reimbursed with federal funds and the requirements of 2 CFR Part 200 would apply during the declaration period. The winning bidder agrees to meet the requirements in 2 CFR Part 200 should such a declaration occur and upon notification from the City of Knoxville of such requirements.

ATTACHMENT A – LOCATION OF DELIVERY SITES

Sites & Delivery times

Site Name	Address	Tank Size (Gallons)	Product	Delivery Hours	Delivery Contact
FLEET - Loraine Street	1400 Loraine Street, Knoxville TN 37921	30,000 underground	87 E10 Unleaded	7:30 a.m. to 3:30 p.m.	Jennifer Ball (865) 292-9081
FLEET - Loraine Street	1400 Loraine Street, Knoxville TN 37921	30,000 underground	Diesel	7:30 a.m. to 3:30 p.m.	Jennifer Ball (865) 292-9081
FLEET - Hill Avenue	800 Hill Avenue, Knoxville, TN 37915	20,000 underground	87 E10 Unleaded	8:00 a.m. to 3:30 p.m.	Jennifer Ball (865) 292-9081
Driving Range (TANKWAGON loads only)	6388 Cement Plant Rd, Knoxville, TN 37924	500 above ground	87 E10 Unleaded	9:00 a.m. to 3:00 p.m.	Lt. Samuel Shaffer (865) 215-7000
Transfer Station (TANKWAGON loads only)	1033 Elm Street, Knoxville, TN 37921	500 above ground	Diesel	M, Tu, Th & F – 7:00 a.m. to 4:00 p.m.; Wed – 7:00 a.m. to 12:00 p.m. and Sat – 8:00 a.m. to 12:00 p.m.	Tammi Tarver (865) 215-6712
FLEET - Vice Mayor Jack Sharp Road	3409 Vice Mayor Jack Sharp Road, Knoxville, TN 37914	10,000 underground	87 E10 Unleaded	7:30 a.m. to 3:30 p.m.	Jennifer Ball (865) 292-9081
FLEET - Vice Mayor Jack Sharp Road	3409 Vice Mayor Jack Sharp Road, Knoxville, TN 37914	10,000 underground	Diesel	7:30 a.m. to 3:30 p.m.	Jennifer Ball (865) 292-9081
KAT	1222 5 th Avenue East, Knoxville, TN 37917	17,500 underground	Diesel	24 hours/7 days a week	Supervisor on duty (865) 215-7834
KAT	1222 5 th Avenue East, Knoxville, TN 37917	17,500 underground	Diesel	24 hours/7 days a week	Supervisor on duty (865) 215-7834
KAT	1222 5 th Avenue East, Knoxville, TN 37917	17,500 underground	Diesel	24 hours/7 days a week	Supervisor on duty (865) 215-7834
KAT	1222 5 th Avenue East, Knoxville, TN 37917	4,800 underground	87 E10 Unleaded	24 hours/7 days a week	Supervisor on duty (865) 215-7834

**CITY OF KNOXVILLE
BID FORM**

TO: Purchasing Agent
City of Knoxville
Suite 667-674
City/County Building
400 Main Street
Knoxville, TN 37902

Note: The City of Knoxville may buy all fuel requirements or only part of the fuel requirements from the resulting contract.

Having carefully examined the specifications entitled "**BULK FUEL**" to open on **December 4, 2020 at 11:00:00 a.m.**, and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the bulk fuels required by this invitation to bid for the following prices, based on OPIS pricing for the date of December 1, 2020:

NO LEAD 87 E10 GASOLINE – Minimum of 87 Octane Mid-grade E10

OPIS Price	+	Fixed Factor	Charge for Tankwagon
\$ _____ per gallon	+	_____ OR Minus - _____	\$ _____ per gallon

Comments: _____

ULTRA LOW SULFUR DIESEL (ULSD) – Shall be ULSD-15 PPM sulfur, un-dyed. ULSD shall contain lubricity additives that comply with the Federal Ultra-low sulfur content requirements for use in diesel motor vehicles.

OPIS Price	+	Fixed Factor	Charge for Tankwagon
\$ _____ per gallon	+	_____ OR Minus - _____	\$ _____ per gallon

Comments: _____

RENEWABLE HYDROCARBON DIESEL

OPIS Price	+	Fixed Factor	Charge for Tankwagon
\$ _____ per gallon	+	_____ OR Minus- _____	\$ _____ per gallon

DE-ICING ADDITIVE FOR DIESEL FUEL – As Requested by Department

Price \$ _____ per gallon

Comments: _____

ALGAECIDE ADDITIVE FOR DIESEL – As Requested by Department

Price \$ _____ per gallon

Comments: _____

By submitting this Bid Form, the bidder agrees that he/she shall (in the event of a disaster, attack, or catastrophic event) guarantee delivery of fuel to the City of Knoxville on a priority basis before delivering fuel supplies to other non-governmental organizations or government organizations without an existing fuel contract.

Firm Name: _____

Official Address: _____

By _____
(Signature)

(Name Typed)

Title _____

Date

Business License Number _____

Expiration Date _____

Terms _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He is owner, partner, officer, representative, or agent of _____ , the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2 ____.

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

_____, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this ____ day of _____, 20__.

Title _____

My Commission expires _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2020 goal is to conduct 4.82% of its business with minority-owned businesses, 10.73% of its business with woman-owned businesses, and 33.94% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

_____ do certify that on the
(Project Name)

\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____