

ADVERTISEMENT DATE: **FEBRUARY 15, 2024****HAMILTON COUNTY DEPARTMENT OF EDUCATION****3074 Hickory Valley Road****Chattanooga, Tennessee 37421****(423) 498-7030****INVITATION TO BID (ITB)****BID 24-38, Furnish Heating Fuel/ULSD Diesel**

Sealed envelopes containing bids must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. Proposers must submit and mark an “original” bid, one “copy”, and one “USB Flash Drive” in one (1) sealed envelope. Bid documents may be secured from the Procurement Department at the above address and on our website at www.hcde.org via vendor registry. Bids received shall be opened by the Purchasing Department at the time and place designated in the Solicitation and/or associated addenda. The opening for the ITB shall be open to the public.

Bids must be received in the Purchasing Department prior to the designated time for opening. Bids received after the designated time of opening will be considered late and shall be considered Non-Responsive.

SOLICITATION NUMBER & TITLE	BID 24-38, Furnish Heating Fuel/ULSD Diesel
OPENING/DUE DATE & TIME	March 12, 2024 2:30PM
LOCATION	3074 Hickory Valley Road, Chattanooga, Tennessee 37421
PROCUREMENT CONTACT	Debbie Jackson
PHONE	423-498-7030
EMAIL	doe_purchasing@hcde.org
PRE-SOLICITATION MEETING	NO
TYPE	NA
DATE & TIME	NA
LOCATION	NA

BIDDER NAME _____

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 498-7030**

INVITATION TO BID (ITB)

BID 24-38, Furnish Heating Fuel/ULSD Diesel

Sealed bids will be received addressed to the **Attention of Purchasing Department, Hamilton County Department of Education**, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, **until 2:30PM**, on **March 12, 2024**. Any bid received after the scheduled closing time for receipt of such bid will be considered late and shall be considered Non-Responsive.

TERMS AND CONDITIONS

These terms and conditions shall be part of the Contract. HCS reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the words terms, quote, bid, proposal are used interchangeably and refer to the submission in response to any solicitation. Hamilton County Schools, will be referenced as "HCS".

1. **Quality and Guarantee** - All material on which bids are submitted shall be of the quality and grade specified. Each bid must be accompanied with complete descriptions, catalog cuts, or other illustrations of each item upon which a bid is made. The names of manufacturers and stock numbers shall be clearly indicated. Approximate delivery dates are to be given for each item. Any item bid which does not completely meet stated specifications must be listed as an alternate.
2. **Requirements for Submitting Bids** – Bids made on forms other than the Bid Form will not be considered. No modifications or alterations to the bid documents may be made either by interlineation, supplements or deletions. Documents submitted with modifications of any kind will be ruled non-responsive and the vendor possibly removed or suspended from the bid vendor listing for a period of up to two (2) years. The signature of the person submitting the bid shall be in longhand without erasure.
3. **Bid amendment**: If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
4. **Bid delivery**: HCS requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Procurement Department shall be the official record of the time. HCS is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
5. **Bid forms**: Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.
 - a. All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

6. **Bid preparation:** Prospective bidders are solely responsible for their own expenses in Bid preparation and subsequent negotiations with HCS, if any.
7. **Bid pricing:** Any bid, and its associated pricing, shall remain valid for at least ninety (90) days after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
8. **Bid submission and transmission:** Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.
 - a. All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of HCS. Bids/Bids submitted via e-mail or facsimile machine are unacceptable.
9. **Cooperation with Other Service Providers:** If HCS undertakes or awards other contracts for additional related work, the Service Provider shall fully cooperate with such other Service Providers and HCS employees, and carefully fit its own work to such additional work as may be directed by HCS. The Service Provider shall not commit or permit any act which will interfere with the performance of work by any other Service Provider or County employees.
10. **Withdrawal** - Withdrawal of an inadvertent or erroneous bid or proposal by the vendor (before or after opening) may be permitted, when the Purchasing Department determines it to be appropriate. For an unopened manually submitted bid or proposal in exclusive possession of HCS to be withdrawn, a written request for withdrawal must be submitted to the office of the HCS Purchasing Department by a duly authorized representative of the vendor. To take effect, such requests must be received prior to the time set for the opening. A successfully withdrawn submission may be replaced with another sealed bid / proposal if it is received prior to the time set for the opening. In all cases, determination of bid / proposal receipt will be solely governed by the clock-in time as determined by a clock or timepiece designated by the Purchasing Department. No other clock or timepiece will have any bearing on determining whether or not the bid / proposal has been received prior to the time set for the opening. Electronic bids / proposals are available to be withdrawn by the vendor until the specified opening. An apparent successful bidder alleging a material mistake may be allowed to withdraw their Bid at the option of HCS.
11. **Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples to be submitted by the bidder upon request.
12. **Negotiation** – Hamilton County Department of Education may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Bid shall contain the Proposer's best terms from a cost or price, experience and technical and service standpoint. Hamilton County Department of Education reserves the right to enter into negotiations with Proposers. If Hamilton County Department of Education and the selected Proposer cannot negotiate a successful agreement, Hamilton County Department of Education may terminate said negotiations and begin negotiations with the other Proposers. Hamilton County Department of Education retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Hamilton County Department of Education arising from such negotiations.
13. **Clarification of Bid Document** - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.

14. **Awarding of Contracts** - Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of HCS. HCS reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best.
15. **Tax Exemption** - Hamilton County Board of Education is a tax exempt entity/organization and will only pay those taxes for which it is obligated. Hamilton County Board of Education can provide a Government Certificate of Exemption for purchases where the entity's tax exemption may apply. All bidders should include in their bids, all sales and use tax which they are obligated to pay when making purchases for material or sub-contractor services. Sales and Use Tax shall be omitted when requesting pricing related to only equipment, supplies, product or equivalent purchases where the Certificate of Exemption for would exempt Hamilton County Board of Education from paying such taxes.
16. **Meeting Specifications** - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise which meets or exceeds the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.
17. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-contractors have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).
 - a. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
18. **Drug-Free Workplace Program**- Note: Required for construction services, encouraged for others. Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Other organizations are encouraged to ensure that their workplace is Drug-Free
19. **Title VI of the Civil Rights Act of 1964** - No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
20. **Title IX of the Education Amendments of 1972** - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.
21. **Bid Acceptance**- Bidders shall hold their price and/or discount firm and subject to acceptance by HCS for a period of ninety (90) days from the date of the bid opening, unless otherwise indicated in their bid.

22. **Qualifications of Bidders**- A bidder may be required, before the award, to show to the complete satisfaction of HCS that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified.
23. **Restrictive or Ambiguous Specifications**- It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or Invitation to Bid (Bid) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Procurement Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
24. **Samples**: Samples of articles, when required, shall be furnished free of cost of any sort to HCS and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
25. **TN Department Of Revenue Requirements**: Any awarded Vendor must be registered with the Department of Revenue for the collection of Tennessee sales and use tax.
26. **No Contact Policy**- After the date and time established for receipt of bids by the HCS Procurement Department, any contact initiated by any bidder with any HCS representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
27. **Pricing**: Vendors are to quote a firm fixed price or discount for the term of the contract; inclusive of any renewals. Upon notice of request for renewal, or in the event of significant industry wide market changes, the Vendor may request a price increase. Proof of price increase must be supplied to the HCS Procurement Department. HCS reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor may:
 - Continue with existing prices;
 - Submit a revised request for price increase;
 - Or
 - not accept the renewal offer.
 - a. If a price increase is approved by HCS, the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.
 - b. All orders are to be quoted F.O.B. destination.
28. **Quantities**- HCS does not guarantee any quantities of items to be purchased. We will buy these items on an as-needed basis.
29. **TN Cooperative Purchasing**: also known as piggybacking, HCDE reserves the right to extend the terms, conditions and prices of this contract to other institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or bids. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that HCDE shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option
30. **Acceptance**: all terms and conditions in this contract are deemed to be accepted by the vendor and incorporated in the bid, except the provision(s) which are expressly excluded by the specifications.
31. **Additional Information**: vendors are cautioned that any statement made by any individual or employee of HCS that materially changes any portion of the bid document, either before or after the issuance of the

bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

32. **Alteration or amendments:** no alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.
33. **Assignment:** contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of HCS.
34. **Brand names:** brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, unless stated otherwise in the bid specifications. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
35. **Code Of Ethics:** all suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
36. **Compliance With All Laws:** companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to title vi of the federal civil rights act of 1964, the equal employment opportunity act and the regulations issued there under by the federal government, the Americans with disabilities act of 1990 and the regulations issued there under by the federal government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.
37. **Declarative Statement:** any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
38. **Default:** in case of default by the vendor, HCS may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to HCS. Prices paid by HCS shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the procurement director.
39. **Deliveries:** must be accompanied by delivery tickets or packing slips. These shall contain the following information for each item delivered: purchase order number; item number; name of article; quantity; and supplier.
40. **Delivery Of Goods And Services** - it is understood and agreed that this bid shall constitute an offer which, when accepted in writing by Hamilton County Schools, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of bidders for at least six (6) months.
41. **Delivery Requirements:** time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by HCS. *Note: time of delivery may be a consideration in the award.*
42. **Drug-Free Workplace Program for Construction Services:** law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.

43. **Grant Funded Purchases:** for purchases that are grant funded, the grant agreement may contain/require special terms and conditions. If there is a conflict between the terms and conditions of the grant agreement and the general terms and conditions of the bid or bid, the grant agreement terms and conditions shall prevail.
44. **Indemnifications/Hold Harmless:** contractor shall indemnify, defend, save and hold harmless HCDE, the school board, administration, and their agents and employees from any and all suits, claims, actions or damages of any nature brought because of, arising out of, or related to the contractor's performance under the terms of this contract, including the work of any sub-contractor, and without regard to any allegations of fault.
45. **Insurance Requirements:** The Vendor shall maintain the following minimum insurance requirements throughout the duration of the Agreement. HCS reserves the right to request additional documentation or additional policies be provided at its sole discretion and where deemed in its best interest. HCS in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities.

Vendor shall provide Worker's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based. Vendor shall add Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured. Complete copies of insurance policies must be provided, if requested. A failure to provide said documentation will be considered a contract breach and grounds for termination of contract or pending award recommendation.

Insurance Required	
Coverage	Amount
Workers Compensation	Statutory Limits of Tennessee
Employers Liability	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Auto (Truck) Liability	\$1,000,000 each occurrence

46. **Invoices:** will be returned for correction unless they contain the following information: purchase order number; item numbers; description of item; quantity; unit price; extensions; and total.
47. **New equipment:** the vendor shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *Note: when the bid is for services, this item does not apply.*
48. **Non-Collusion:** vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
49. **Non-Conflict Statement:** vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of HCS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the contractor in connections with any goods provided or work contemplated or performed relative to the agreement.

50. **Non-Discrimination Statement:** supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the fair wage and hour laws, the national labor relations act, and other federal and statement employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
51. **Payment Method-** HCS utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from HCS Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.
- a. The second method is the use of the HCS Credit Card (MASTERCARD). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the HCS Credit Card (MASTERCARD) as a form of payment. Bidders are prohibited to charge HCS any type of merchant fee from their financial institution to accept this type of payment.
52. **Payment Terms:** HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.
53. **Public Access to Procurement Information:** Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or bid has been completed. All public records pertaining to procurement shall be open for inspection during normal business hours as scheduled in advance with the Procurement Department.
54. **Protest of Award:** Any vendor who has submitted a timely bid or bid in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to HCS's Director of Procurement. Any protest must be submitted in writing and be in the possession of the Procurement Department before noon (ET) of the 2nd working day following the public recommendation of contract award.

FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.

55. **Right to Audit:** During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of HCS to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid/charged under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for seven (7) years from the date of payment under this Contract for inspection by HCS or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.
56. **Safety Data Sheets:** After award, the successful bidder(s) will be required to provide HCS with a master set of Safety Data Sheets for any applicable products.

57. **Severability:** If any provisions of these Rules or any application thereof to any person or under any circumstance is held to be invalid, such invalidity shall not affect the provisions or applications of these rules which can be given effect without the invalid provision or application, and to this end the provisions of these Rules are declared to be severable.
58. **Termination for Cause:** In the event of any breach of contract by the successful service provider(s), HCS may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then HCS shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to HCS, either at law or in equity.
59. **Termination for Convenience:** Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.
60. **Termination Due To Non-Appropriation:** HCS shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of HCS's future fiscal years unless and until HCS appropriates funds for this Contract in HCS's Budget for each such future fiscal year.
61. **Terms and Conditions:** In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
62. **Warranties:** Vendor warrants to HCS that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Vendor extends to HCS all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the HCS. Return of merchandise not meeting warranties shall be at Vendors expense.
63. **Waiving of Informalities:** HCS reserves the right to waive minor informalities or technicalities when it is in the best interest of HCS.
64. **Governing Law/Jurisdiction:** **The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees. By submission of a proposal and acceptance of a Purchase Order or Contract, Vendor hereby agrees to adhere to Governing Law/Jurisdiction requirements as described herein.**

HCS DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.

SPECIAL CONDITIONS
BID 24-38, Furnish Heating Fuel/ULSD Diesel

1.0 CONTRACT PERIOD

- 1.1 The Vendor shall be responsible for furnishing and delivery to the HCS requesting Departments(s) the commodity or services described herein on an “as-needed basis” for one (1) two-year (2) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed two (2) years. The increments of renewal shall be at the sole discretion of HCS as deemed in its best interest. Total contract period available shall be four (4) Years.
- 1.2 The Contract Period is expected to begin July 1, 2024 or soon thereafter.

2.0 BASIS OF AWARD:

- 2.1 It is the intent of HCS to award to the lowest, most responsive, responsible Vendor meeting all specifications.
- 2.2 Vendor shall provide in the Bid/Proposal form the Base Price Per Gallon and the Vendor’s Flat Rate Markup per gallon (excluding allowable taxes). The Base Price Per Gallon shall be based upon the rack average price for Chattanooga, TN as reported in the Oil Price information Services (OPIS).
- 2.3 Base Price Per Gallon shall be used for award evaluation purposes only. Vendors shall be contracted for the Vendor’s Flat Rate Markup per Gallon (excluding allowable taxes) and such markup shall stay fixed for the term of the Agreement and shall not increase without mutual written Agreement between HSC and the Vendor.
- 2.4 Contract award shall be based on Vendor’s Flat Rate Markup per Gallon (excluding allowable taxes). The firm Flat Rate Markup per Gallon shall include all charges such as: equipment, supplies, overhead, profit, storage, delivery, insurance, bonding, monitoring fees, labor, and all other costs required to perform and complete all work as specified in the Solicitation/Contract Documents.
- 2.5 Hamilton County Schools is a tax-exempt entity and should be treated as such. Under this Agreement only allowable taxes such as Lust Tax and Refinery Environmental Recovery Fee.
- 2.6 While HCS prefers to issue this contract to a single Vendor, we reserve the right to award the entire package or sections of the total package to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the best interest of HCS.

3.0 MASTER CONTRACT NOTICE

- 3.1 This is a “Master” contract, which is not for any specific project or need. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order (PO), by the requesting department. The requesting department reserves the right to provide additional project/order clarification details with the issuance of and within or attached to each PO. Such items shall be minor in nature such as providing for service completion dates, delivery locations, delivery and working hours, number of units, contact information, etc.

SCOPE OF SERVICES
BID 24-38, Furnish Heating Fuel/ULSD Diesel

1.0 SUMMARY OF SCOPE

- 1.1 Hamilton County Schools (HCS) seeks to contract with a qualified, experienced, and professional Vendor to supply and deliver Ultra Low Sulfur Diesel Dyed 15 PPM heating fuel on an as-needed basis.
- 1.2 HCS reserves the right to add or remove delivery locations and add or remove like fuel types for delivery based on the needs of HCS. No minimum order is guaranteed

2.0 DETAILED SCOPE OF SERVICES

- 2.1 The services and products provided by the vendor shall include, but not be limited to the following provisions:
 - 2.1.1 Vendor shall be responsible for monitoring and maintaining adequate levels of heating fuel at the requested location(s) designated.
 - 2.1.2 In the event fuel runs out due to failed monitoring, the Vendor shall be responsible for correcting any problems arising from a tank running out of fuel or for contaminated oil. HCS reserves the right to terminate the contract or seek other resolution for remedy and future services. Not excluding award of said contract to another Vendor or supplier.
 - 2.1.3 Invoices shall provide a breakdown of itemized costs that include the price per gallon, contracted markup fee (includes shipping, monitoring, labor fees and all additional costs), along with allowable surcharges, taxes, and fees.
 - 2.1.4 The base price per gallon must be verifiable upon written request by HCS. The Vendor may use the OPIS report or Fast Rack reporting systems over the term of the Agreement, but must be able to verify base price of fuel where and as requested by HCS.
 - 2.1.5 The fuel shall be delivered F.O.B. to the authorized locations. When the fuel is delivered, the delivering driver will meter the products into the tank, sign and furnish a delivery ticket or invoice with the beginning and ending meter readings.
 - 2.1.6 All deliveries shall comply with all applicable State, local, and Department of Environmental regulations.
 - 2.1.7 Vendor shall have an established, ongoing, spill prevention plan and procedure to follow in the event there is an accident fuel spill while providing services under this Agreement. In case of a spill or overfill, the Vendor's employee shall immediately verbally notify the HCS authorized representative associated with the order or facility being serviced. A written follow-up shall be delivered to the appropriate management personnel at the affected facility within forty-eight (48) hours of the spill. The cost of the site cleanup shall be the responsibility of the Vendor. Final inspection by the Department of Environmental Protection or other applicable official government agency will be required before any additional invoices are released for payment

2.2 SERVICE LOCATIONS

2.2.1 The following locations are currently being serviced for this commodity and are expected to remain receiving services under this Agreement. HCS reserves the right to add or remove delivery locations and add or remove like fuel types for delivery based on the needs of HCS. No minimum order is guaranteed. Details provided below are for informational purposes.

No. Tanks	Location	Tank Capacity	Estimated Usage (12 Months)
1	Hamilton County High School 9050 Career Lane Ooltewah, TN 37363	15,000 Gals	20,000 Gals

2.2.2 Delivery Hours/Day of Week will be at the discretion of the school principal.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
Chattanooga, Tennessee 37421
SOLICITATION RESPONSE & BID/PROPOSAL FORM

BID 24-38, Furnish Heating Fuel/ULSD Diesel

1. Vendor Name _____
2. Vendor Address _____
3. City _____ State _____ Zip _____
4. Telephone Number _____ Fax Number _____
5. Contact Person _____
6. Contact Person's email address _____
7. By submission of this bid/proposal, each Vendor and each person signing on behalf of any Vendor 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 Vendor is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
8. Authorizing Signature _____
(Sign)
9. Authorizing Print Name & Title: _____
10. Vendor's Hamilton County Business License Number _____
(If Applicable) Attach A Copy Of The License.
11. I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____
12. Do you accept the Terms and Conditions of the solicitation/contract? Yes _____ No _____
13. May other Government Agencies in Tennessee purchase these products/services at the same prices as this bid/proposal? Yes _____ No _____
14. Will you accept E-commerce payments? Yes _____ No _____
15. Pricing: Complete following page Bid/Proposal Form

REMINDER:

All questions pertaining to this solicitation must be submitted electronically to doe_purchasing@hcde.org no later than **8 calendar days** prior to the Opening/Due date designated herein. Failure to submit a question in the timeframe indicated above may result in the question going unanswered at the discretion of HCS.

An extension to the opening date does not guarantee an extension to the question deadline period. Such will be communicated in associated addendum posting.

It is the sole responsibility of the Vendor to ensure they receive/obtain all solicitation related documentation.



BID/PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: **BID 24-38, Furnish Heating Fuel/ULSD Diesel**

Having carefully examined the Solicitation/Contract Documents, Contractor/Vendor proposes to furnish the Scope of Services as described herein and within all applicable proposal submission documents for the fee(s) as presented below.

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Solicitation/Contract Documents. All Unit Prices shall be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices shall prevail and the corrected extension(s) and total(s) will be considered the price.

HCS requests bids/proposals be submitted on bid/proposal forms provided by the HCS for this solicitation. Fee(s) submitted on other forms, other than those provided by the HCS, may be deemed Non-Responsive upon review by and at the sole discretion of the HCS Purchasing Office.

BID 24-38, Furnish Heating Fuel/ULSD Diesel

Pricing Proposal

Item	Description	Base Price per Gallon	Markup	Total Cost Per Gallon
1	Heating Fuel: Ultra Low Sulfur Diesel Dyed 15 PPM	\$	\$	\$

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/bid and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972
4. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

Signed _____ Dated _____

Print Name _____ Email _____

Company _____ Telephone No. _____

Address _____ Fax No. _____

City _____ State _____ Zip _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I certify and acknowledge that I have reviewed and approved the release of this proposal/bid for HCS's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal/bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

Form 4

**Drug-Free Workplace Requirements & Affidavit
TENNESSEE CODE ANNOTATED, § 50-9-113**

- (1) Each Contractor or Subcontractor with no less than five (5) employees receiving pay shall submit an affidavit stating that such employer has a drug-free workplace program in effect at the time of submission of bids. Said program shall comply with Title 50, Chapter 9, TCA.
- (2) If it is determined that an employer subject to the provisions of this section has entered into a contract for this Project and does not have a drug-free workplace pursuant to the referenced requirements, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance.
- (3) The written affidavit shall be submitted with the Construction Contractor's Bid Form, and the Bid shall not be considered complete if said affidavit is not included, and the Bid shall be rejected as Non-Responsive. For all other product or service contracts submission of the affidavit is encouraged only.
- (4) For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development.

(To be submitted with bid by construction contractor with 5 or more employees and encouraged for all others)

AFFIDAVIT

I _____, president or other principal

Officer of _____, swear or affirm that the
(Name of Company)

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with the Tennessee Code Annotated, § 50-9-113.

President of Principal Officer

For: _____

STATE OF TENNESSEE}
COUNTY OF _____}

Subscribed and sworn before me by _____, President
or principal officer of _____,

On this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

Instructions for Non-Collusion Affidavit

- (1) This non-collusion affidavit is material to any contract awarded pursuant to this bid.
- (2) This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (3) Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (4) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- (5) The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

**Non-Collusion Affidavit
(Attachment A)**

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, officers, directors and
(Name of my Firm)
employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of my Firm)

above representation are material and important and will be relied on by Hamilton County Department of Education in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Hamilton County Department of Education of the true facts relating to submission of bids for this contract.

(Signature and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF

_____, 20 _____

NOTARY PUBLIC:

My Commission Expires: _____

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or bid regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Company Name

Signature of Authorized Official

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ personally known, this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

Hamilton County Board of Education
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion

The prospective participant / vendor certifies, by submission of this bid, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

Where the prospective participant / vendor is unable to certify to any of the statements in this Certification, such prospective participant / vendor shall attach an explanation to this bid.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature

Certification of Compliance with Tennessee Public Chapter # 587

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education comply with Tennessee Public Chapter #587 (TPC587).

TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. (The Public Chapter 1080, (D) was amended to: "A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is conducted under the supervision of school officials or employees."

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

I have read the attached TENNESSEE PUBLIC CHAPTER # 587 and certify compliance with the regulations.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Sealed Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

BID/PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	24-38
SOLICITATION TITLE:	Furnish Heating Fuel/ULSD Diesel
OPENING/DUE DATE:	March 12, 2024
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Hamilton County Board of Education Attn: Purchasing Department 3074 Hickory Valley Road Chattanooga, TN 37421

*Notices:

- The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the HCS solicitation for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label or other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.
- Submissions received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of HCS.
- Some submissions may require the Vendor to provide the company name, Tennessee Contractor's license number, expiration date, license classification and company address on the outside of the sealed bid envelope in accordance with TCA 62-6-119. Where this is requested within the project documents the Vendor is solely responsible for compliance with this request.

PLEASE PRINT CLEARLY