

Fort Payne City Schools
Dr. Laran Adkins
Transportation Director

Date:07/3/2025
ITB No.250717F
Transportation

SOLICITATION

| | |
|---|--|
| To: | Prospective Bidders |
| Invitation To Bid Issue Date: | 07/3/2025 |
| Code: | TRANSPORTATION |
| Sealed Bid For: | FUEL AND MOTOR OIL |
| Return Responses To: (Return responses in a sealed marked envelope, indicating the vendor's name, ITB/RFP # and/or ITB/RFP name) | Fort Payne City Schools Dr. Laran Adkins Transportation Director 231 38 th Street NE Fort Payne, AL 35967 |

*****IMPORTANT SOLICITATION DATES*****

| Bid Specs INQUIRY DEADLINE | PRE-BID CONFERENCE | Notification of Intent DUE DATE | Invitation to Bid (ITB) OPENING DATE |
|-------------------------------|--------------------|------------------------------------|---|
| 07/10/025 By 1:00 PM (CST) | Not Required | 07/09/2025 By 9:00 AM CST | 07/17/2025 At 11:30 AM (CST) |

Full Invitation to Bid document can be requested at ladkins@fpcsk12.com.

PURPOSE

The purpose of this ITB is to establish a contract for **"FUEL AND MOTOR OIL"** with the Fort Payne City School Board of Education.

NOTIFICATION OF INTENT

All recipients of this solicitation are required to complete and return the enclosed Notification of Intent. Only those vendors submitting the Notification of Intent will be advised of any clarifications, addendum, answers to inquiries, etc. pertaining to this ITB. **Notification of Intent to bid should be emailed to ladkins@fpcsk12.com by 9:00 AM on 07/09/2025.**

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification on any and all specifications of the ITB will not be accepted. All questions **must** be typewritten and emailed to **Dr. Laran Adkins** at ladkins@fpcsk12.com.

The FP BOE is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the FP BOE, or any other means of delivery employed by the bidder. Similarly, the FP BOE is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

Released by:

Laran Adkins

“FUEL AND MOTOR OIL”

Fort Payne City Schools

Dr. Laran Adkins

Transportation Director

231 38th Street NE

Fort Payne, Al 35967

Phone: 256-845-9288

Email: ladkins@fpcsk12.com

Fort Payne City Schools
Dr. Laran Adkins
Transportation Director

Date: 07/3/2025
ITB No.250717F
Transportation

TABLE OF CONTENTS

| SECTION | PAGE NO. |
|--|----------|
| SOLICITATION | 1 |
| DEFINITIONS | 4 |
| BID ANNOUNCEMENT | 5-6 |
| SCOPE OF SERVICES | 7-10 |
| INSTRUCTIONS TO BIDDERS | 11-12 |
| SPECIAL PROVISIONS FOR MATERIALS AND EQUIPMENT | 13-14 |
| FORT PAYNE CITY SCHOOLS GENERAL TERMS AND CONDITIONS | 15-20 |
| FORT PAYNE CITY SCHOOLS REQUIRED FORMS | 21-29 |

Fort Payne City Schools
Dr. Laran Adkins
Transportation Director

Date: 07/3/2025
ITB No.250717F
Transportation

DEFINITIONS

LOWEST RESPONSIBLE BIDDER

A responsive bidder whose bid is lower than those received from other bidders and whose reputation, past performance, and business and financial capabilities have been determined by the Fort Payne City Schools to satisfy the requirements of the bid and/or contract.

QUALIFIED BIDDER

A responsive bidder meeting established standards of responsibility for the provision of a specified service, as determined by the Fort Payne City Schools.

RESPONSIBLE BIDDER OR OFFEROR

A person/organization who has the capability, in all respects, to perform the bid/contract requirements fully and the moral and business integrity and reliability to assure good faith performance.

SEALED BID

A response to a solicitation that has been submitted in a sealed envelope to prevent its contents being revealed before the time and date set for the receipt of responses.

Fort Payne City Schools
Dr. Laran Adkins
Transportation Director

Date: 07/3/2025
ITB No.250717F
Transportation

BID ANNOUNCEMENT

Sealed bids marked **ITB 250717F, "FUEL AND MOTOR OIL"** will be received by the Fort Payne City Schools, 231 38th Street NE. Fort Payne, Al 35967.

Bids will be **accepted until 11:30 A.M.** central time on **July 17, 2025** **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 11:30 A.M. on July 17, 2025.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) after the "Bid Opening Due Date" may not be considered.**

Fort Payne City Schools reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid., attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of Fort Payne City Schools regardless of the Consultant selected. Response to this solicitation does not constitute an agreement between the Bidder and Fort Payne City Schools.

Fort Payne City Schools is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of the City/County, or any other means of delivery employed by the bidder. Similarly, Fort Payne City Schools is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. **LATE BIDS WILL REMAIN UNOPENED.**

PURPOSE

The purpose of this ITB is to establish a contract for **FUEL AND MOTOR OIL** with Fort Payne City Schools on behalf of the current and future members of Fort Payne City Schools.

AWARD

The award will be made on all or none basis. Fort Payne City Schools shall award this contract to the lowest responsible and responsive bidder who best meets the terms and conditions of this bid. Fort Payne City Schools expressly reserves the right to reject any and all bids, or parts of bids, and to make the award or awards as the best interest of the Fort Payne City Schools. This solicitation may be awarded by Fort Payne City Schools' Region(s) as in the best interest of Fort Payne City Schools.

AWARD CRITERIA

- Meet Specifications/Requirements as stated in ITB
- Lowest responsible bidder based on the sum of all unit prices

BID ACCEPTANCE/REJECTION

Fort Payne City Schools reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

BID OPENING AND RESULTS

Bids are opened publicly at the Fort Payne City Schools' Transportation Office located at 231 38th Street NE, Fort Payne. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening.

NON-RESPONSIVE SUBMITTAL

Respondents that do not meet all requirements of this solicitation, or which fail to provide all required information, documents, or materials, may be rejected as non-responsive. Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of submittals are impossible, or those which affect the competitiveness of submittals. Respondents whose submittals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. Fort Payne City Schools reserves the right to determine which submittals meet the material requirements of the solicitation and which Respondents are responsive.

SPECIFICATIONS

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indicating the type, size and quality of materials, products, services, or equipment considered best adapted to Fort Payne City Schools' intended use. Proprietary specifications may be waived for functional equivalents offered, if authorized by requesting department.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award (or within 30-days of award notification, approval of Fort Payne City Schools and purchase order is issued). Fort Payne City Schools may offer a one (1) year contract with the option to renew for up to two (2) additional one (1) year terms.

SCOPE OF SERVICES

The purpose of this solicitation is to secure contract pricing from qualified vendors to provide “**FUEL AND MOTOR OIL**” for Fort Payne City Schools.

REQUIREMENTS & CONDITIONS

- Ordering process will be on a weekly basis.
- The Fort Payne City Schools has attempted to list all the fuel and motor oil products that will be required during the term of the contract; however, the Fort Payne City Schools reserves the right to award additional item(s) to the successful bidder as a result of this ITB as the need arises.
- Inferior products, poor delivery, and un-authorized substitutions of products will be cause for immediate cancellation of contract.

DELIVERY REQUIREMENTS

On-time deliveries according to established delivery schedules shall be considered a prime part of this contract.

Delivery Failure: If the successful Bidder fails to deliver an order, the Bidder will take corrective action either by making a special delivery or by arranging for delivery by another vendor. The Bidder shall assume any additional costs between the price of the originally ordered items and the price from the alternative vendor. At least a 99% average fill rate for deliveries is expected.

- Awarded vendor(s) shall provide pricing adjustments for replacements due to any damaged and/or defective goods during delivery.
- Fort Payne City School members will be responsible for issuing their own purchase order number and providing vendor with billing and shipping information.
- Fort Payne City School members are responsible for establishing their own delivery schedule including delivery times (or on an “as needed basis”).
- Failure to deliver as specified and in accordance with the bid submitted, including promised delivery may constitute sufficient grounds for cancellation of the order at the option of Fort Payne City Schools.
- Deliver shortages, failure to deliver, or failure to deliver product meeting specifications will be cause of cancellation of contract by the District with the Vendor. Failure of proper and timely deliveries will be a cause for the District to purchase replacement items on the open market, charging back the difference between market and contract price to the vendor, and subtracting such total from invoices whether outstanding, current, or future.
- If vendor expects or knows of product shortages, vendors must submit in writing (i.e., email) by informing the Transportation Director no later than **7:00 a.m. (CST) a minimum of twenty-four hours before scheduled delivery.**
- Holiday deliveries shall be deemed as any week that has less than **five (5) school days**. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and awarded vendor(s).
- Deliveries shall be made directly to individual locations.
- All delivery schedules will be arranged by Fort Payne City Schools’ members designee.
- All deliveries must be signed by someone in the department (items are not to be delivered without someone verifying order.)

All Delivery schedules to be set-up by end-user department(s) and/or Fort Payne City Schools' member(s).

Deliveries shall be made directly to individual locations, following placement of orders, with each member being responsible for establishing their own delivery schedule (or on an "as needed" basis). Each location shall agree upon its own delivery time but awarded vendor(s) must be capable of making a **minimum of one (1) delivery weekly**, if needed. the delivery may Delivery will be between the hours of 8:00 a.m. and 2:00 p.m. (CST), deliveries shall be on weekdays.

Delivery schedules shall be submitted to Fort Payne City Schools' Transportation Director prior to the initial delivery start date for approval and shall remain constant. Any changes must be agreed upon by the end- user department/Fort Payne City Schools' members

CANCELLATION

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the Fort Payne City Schools.

CONTINGENCY PLAN

The awarded vendor must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery. If a delay occurs the awarded vendor will be responsible for contacting the Transportation Director regarding the delay. **BIDDERS SHALL SUBMIT THEIR CONTINGENCY PLAN WITH THEIR BID.**

SAFETY & SANITATION

Vendors must have in place a system for safety and sanitation inspections assuring the delivery of products that is free from contamination and product degradation.

- All fuel and motor oil products are to be processed and delivered under sanitary conditions.
- All containers must be clean and free from rust.
- Deliveries are to be placed in the designated storage areas at each delivery site. Damaged or partially filled containers must not be used at any time.
- Damaged and/or leaking motor oil products will be refused or returned.
- Credit for all such motor oil products, as well as for returned damaged/leaking containers, are to be noted on the daily delivery slip, and left at the transportation office.

STAFF LEVELS-DELIVERY DRIVERS:

The vendor must employ professional, trained, and fully vetted delivery drivers to successfully fulfil the terms of the contract.

CUSTOMER SERVICE

Fort Payne City Schools' members require exceptional customer service standards from all bidders. **Vendors must submit with their bids** the names and contact information for their Customer Care Team to report problems or concerns. Customer service representatives shall be available by telephone, at a minimum from **7am to 4pm Monday through Friday.**

Fort Payne City Schools
Dr. Laran Adkins
Transportation Director

Date 07/3/2025
ITB No. 250717F

INVOICING

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address.

In order to ensure prompt payment for Fort Payne City Schools, ALL *ORIGINAL INVOICES* MUST BE SENT TO:

Child Nutrition Department

c/o Child Nutrition Secretary
231 38th Street NE
Fort Payne, AL 35967

*If invoice does not agree with purchase order, credits, or a corrected invoice will be required for Fort Payne City Schools to process payment. Purchase orders will be issued as deliveries are required. *

Invoices that do not reference an authorized purchase order will be returned to the vendor.

* Each participating governmental entity of Fort Payne City Schools will be responsible for issuing its own purchase orders, delivery instructions, invoicing, insurance requirements, and issue its own tax exemption certificate as required by vendors. *

INSTRUCTIONS TO BIDDERS

BID FORMS

Bid must be submitted on preprinted Bid Sheet (See page 22) supplied by Fort Payne City Schools Transportation Department.

BIDDER PREFERRED QUALIFICATIONS:

1. Able to service all Fort Payne City Schools.
2. Weekly ordering process for Fort Payne City Schools members.

BIDDER RESPONSIBILITY

1. Vendor must be licensed to do business in Fort Payne.
2. Vendor must provide their DUNS (Data Universal Numbering System) number.
3. Vendor must be excluded from SAMS (System for Award Management).

BID SUBMITTAL DEADLINE AND INSTRUCTIONS

The Bid Submittal Deadline is **11:30 A.M. on July 17, 2025**. The bid must be submitted in sealed envelopes/packaging and should be properly identified with the bid number and Bid Submittal Deadline:

1. All bids shall be sealed and clearly marked **ITB 250717F, "FUEL AND MOTOR OIL PRODUCTS"**.
2. The envelope or package containing the bid shall have the name of the Vendor, complete address, telephone number, and name of contact person. **ALL BIDS MUST ARRIVE AT THE FORT PAYNE CITY SCHOOLS' TRANSPORTATION OFFICE at 231 38th Street NE, Fort Payne, Alabama 35967, July 17, 2025, BY 11:30 A.M., CST.** Bids sent by electronic devices (i.e., facsimile and e-mail) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means. It will be the sole responsibility of the Vendor to have the bid delivered to Fort Payne City Schools before the closing hour and date.

Fort Payne City Schools is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of Fort Payne City Schools, or any other means of delivery employed by the bidder. Similarly, Fort Payne City Schools is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. **LATE BIDS WILL BE DISQUALIFIED AND NOT OPENED.**

3. Vendor must have all proper "Required Forms" (Pgs. 21-29) signed, dated and notarized (where applicable).

BUSINESS LICENSE

In the event you receive a notification of intent to award letter, **you will be required to provide your City/County business license within 7 days of receipt of notice of intent to award.** If you are not currently registered with City/County Revenue Department, and do not have a business account number, you must obtain a City/County business license prior to submitting your bid.

Fort Payne City Schools
Dr. Laran Adkins
Child Nutrition Director

Date 06/30/2025
ITB No. 250717C

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT

All organizations responding to solicitations must provide their nine-digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions that do not include the organization's DUNS number may be deemed non-responsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification <https://www.sam.gov/portal/SAM/#1>. Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information. *Fort Payne City Schools does not provide DUNS numbers.*

INQUIRY DEADLINE

The inquiry deadline is **1:00 P.M. JULY 10TH, 2025.**

INTERPRETATIONS AND ADDENDA

No interpretation or modification made to any respondent as to the meaning of the ITB shall be binding on the Fort Payne City Schools unless submitted in writing and distributed as an addendum by Fort Payne City Schools. Interpretations and/or clarifications shall be requested in writing and directed to Fort Payne City Schools' Transportation Director, **231 38th Street NE, Fort Payne, Alabama 35967 or email ladkins@fpcsk12.com.** **Verbal information obtained otherwise will not be considered in awarding of contract. All addenda shall become part of the ITB.**

LICENSES/CERTIFICATES

Fort Payne City Schools reserves the right to require documentation that each bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their community and the State of Alabama. If you are required by any regulatory agency to maintain a professional license or certification to provide any product and/or service solicited under this ITB, the Fort Payne City Schools reserves the right to require you to provide documentation of your current license and/or certification before considering your Bid and/or before awarding a contract.

NOTIFICATION OF INTENT

All recipients of this solicitation are required to complete and return the enclosed Notification of Intent. Only those vendors submitting the Notification of Intent will be advised of any clarifications, addendum, answers to inquiries, etc. pertaining to this ITB. ***Notification of Intent should be emailed to ladkins@fpcsk12.com by 9:00 A.M. CST on July 9th.***

PRE-BID CONFERENCE

N/A

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification on any and all specifications of the ITB will not be accepted. All questions **must** be typewritten and emailed to **ladkins@fpcsk12.com**.

SPECIAL PROVISIONS FOR MATERIALS AND EQUIPMENT

**SPECIAL PROVISIONS
FOR MATERIALS AND EQUIPMENT**

AUTHORIZED DISTRIBUTOR

Successful Bidder must be an authorized distributor for the products he offers, or with his bid, he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.

COMPLIANCE WITH OSHA

Bidder agrees that all item(s) offered to comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and the Bidder will indemnify and hold Fort Payne City Schools harmless for any failure to so conform.

DELIVERY

Various Fort Payne City Schools' locations as indicated on purchase order(s) in a two-day/48-hour turn-around time, after receipt of order. Purchase orders will be issued as deliveries are required. Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of Fort Payne City Schools. Subsequent Fort Payne City Schools locations may be added based on the needs of Fort Payne City Schools.

DELIVERY HOURS

Unless otherwise specified, all items must be delivered: **Monday through Friday, between the hours of 8:00 A.M. - 2:00 P.M.**, excluding holidays.

PROTECTION DAMAGE

Contractor will be responsible for any damage to property of Fort Payne City Schools or others caused by him, his employees or subcontractors, and will replace and make good such damage. The contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractors will comply with all safety laws and regulations in effect in the locality.

QUANTITIES

Quantities shown are estimates and are not a guarantee to buy in the amount shown.

SPECIAL PROVISIONS FOR FORT PAYNE CITY SCHOOLS VENDOR CODE OF CONDUCT

CUSTOMER SERVICE

Fort Payne City Schools expects 110% customer satisfaction: Resolve issues/concerns quickly, provide 24/7 point of contact/support, be personable with the members, help Fort Payne City Schools members help themselves (i.e., train), be proactive (anticipate their needs), serve Fort Payne City Schools members via their choice (email, telephone, face-to-face), use feedback to get better.

ETHICAL CODE OF CONDUCT

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contracted supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents for non-Federal entity.

CANCELLATIONS

The contract may be terminated by Fort Payne City Schools with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, Fort Payne City Schools shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the contractor of any liability of Fort Payne City Schools for damages sustained by virtue of a breach by the contractor.

USAGE REPORT REQUIREMENTS

At no cost to Fort Payne City Schools, the Contractor shall be required to provide quarterly, bi-annual, and annual usage reports or reports as requested by Fort Payne City Schools. Annual usage reports are required when renewal options are exercised and agreed upon. The reports will include purchase/spend information for; Fort Payne City Schools' Departments, Fort Payne City Schools Entities, and Fort Payne City Schools partners. Report categories will include, but will not be limited to customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer, customer savings and other such information as requested by Fort Payne City Schools. Excel and PDF are the preferred electronic media for these reports. Failure to provide the requested reports will be deemed as an event of default.

FORT PAYNE CITY SCHOOLS

GENERAL TERMS AND CONDITIONS

Fort Payne City Schools
Dr. Laran Adkins
Child Nutrition Director

Date 06/30/2025
ITB No. 250717C

FORT PAYNE CITY SCHOOLS GENERAL TERMS AND CONDITIONS

ACT 2016-312 PROHIBITION AGAINST BOYCOTTING

Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

ADDITIONAL CONTRACTS

If mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes per ALA. CODE § 41-16-57(a).

BID ACCEPTANCE/REJECTION

Fort Payne City Schools expressly reserves the right to reject any or all bids, or parts of bids, and to make the award on merit and/or features of design and quality, delivery, and availability of parts and service as the best interest of Fort Payne City Schools.

BREACH AND DEFAULT

Any violation of this Agreement shall constitute a breach and default of this agreement shall be cause for termination. Upon such termination Contractor shall immediately refund to Fort Payne City Schools all amounts paid by Fort Payne City Schools pursuant to this Agreement.

CANCELLATION

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery, will constitute sufficient grounds for cancellation of the order at the option of Fort Payne City Schools and partner members, if a Cooperative.

CONFLICT OF INTEREST

The Individual/Firm declares that, as of the date of any ensuing contract, neither Fort Payne City Schools nor any Fort Payne City Schools partners nor any Director nor any other City/County Government official is directly or indirectly interested in this contract or any contract with the Individual/Firm for which compensation will be sought during the period of time this contract is being performed, and, furthermore, the Individual/Firm pledges that he/it will notify Fort Payne City Schools in writing should it come to her/his/its knowledge that any Fort Payne City School official becomes directly or indirectly interested in the contract or any contract the Individual/Firm for which compensation will be sought during the aforesaid period. In addition, the Individual/Firm declares that, as of the date of this contract, neither she/he/it nor any of her/his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of Fort Payne City Schools, or to anyone else for Fort Payne City Schools benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with Fort Payne City Schools under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither the Bidder nor any of her/his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of Fort Payne City Schools, or to anyone else for Fort Payne City Schools benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract with the Bidder for which compensation will be claimed during the period of time this contract is being performed.

CONTRACT ADDITIONS

If mutually agreed upon within twelve (12) months from bid opening date, this bid may be used as the basis for additional purchases of same type and scope as requested herein.

CORRECTIONS/AUTHORIZED SIGNATURE

Bids having any erasures or corrections must be initialed in ink. Bid must be signed in ink by an official authorized representative.

GENERAL

Fort Payne City Schools expressly reserves the right to reject any and all bids, or parts of bids, and to make the award or awards in the best interest of Fort Payne City Schools.

GOVERNING LAW/DISPUTE RESOLUTION

Any contract agreement that is issued based on this ITB, the parties shall agree that the contract agreement is made and entered into in Fort Payne, Alabama, and that all services, materials and equipment to be rendered pursuant to said contract agreement are to be delivered in Fort Payne, Alabama. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Dekalb County Alabama.

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which services included in this bid are to be purchased, and that his offering will meet the requirements of service and purpose to the satisfaction of Fort Payne City Schools and its partners.

HOLD HARMLESS AND INDEMNIFICATION

Contracting party agrees to indemnify, hold harmless and defend Fort Payne City Schools its elected officers and employees (hereinafter referred to in this paragraph collectively as "Fort Payne City Schools"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon Fort Payne City Schools because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of Fort Payne City Schools, or its employees. Before beginning work, contract party shall file with Fort Payne City Schools a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must protect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

Fort Payne City Schools
Dr. Laran Adkins
Transportation Director

Date 07/3/2025
ITB No. 250717F

INSURANCE

The successful bidder will maintain such insurance as will protect her/him and Fort Payne City Schools from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Fort Payne, Alabama, and shall **include Fort Payne, Alabama as Added Additional Insured by Endorsement including thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent and the General Services Department no later than seven (7) days (s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.**

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with Fort Payne City Schools' Transportation Department before beginning work with Fort Payne City Schools.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation,
Products/Completed Operations, Contractual, Independent contractors, Broad Form property
damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured by Endorsement:

Fort Payne, Alabama

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/ITB Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance.

Fort Payne City Schools
Dr. Laran Adkins
Transportation Director

Date 07/3/2025
ITB No. 250717F

INVOICING

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Fort Payne City Schools
Transportation Secretary
231 38th Street NE
Fort Payne, AL 35967

*If invoice does not agree with a purchase order, credits or a corrected invoice will be required in order for Fort Payne City Schools to process payment. **Invoices that do not reference an authorized Purchase Order will be returned to the vendor. ***

LANGUAGE, WORDS USED INTERCHANGEABLY

The word Fort Payne City Schools refers to Fort Payne City Schools throughout this document. Similarly, RESPONDENT, VENDOR, and BIDDER refer to the person or company submitting an offer to sell its goods or services to Fort Payne City Schools. The words PROPOSAL, QUOTATION, and BID are all offers from the BIDDER. Fort Payne City Schools has established for the purposes of this ITB that the words SHALL, MUST or WILL are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by Fort Payne City Schools. A deviation is material if, at the sole discretion of Fort Payne City Schools, the deficient response is not in substantial accord with this ITB's mandatory condition requirements. The words SHOULD and MAY are equivalent in the ITB and indicate very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of Fort Payne City Schools.

LAWS AND REGULATIONS

All applicable State of Alabama and federal laws, ordinances, licenses, and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be and are incorporated here by reference. If the vendor currently does not have a business license, Vendors must register with the Fort Payne City of Fort Payne. Any contract executed based on the award of this ITB/ RFP must stipulate that governing law will be the State of Alabama.

NEGOTIATIONS

Fort Payne City Schools reserves the right to enter into contract negotiations with the selected bidder. If Fort Payne City Schools and the selected bidder cannot negotiate a successful contract, Fort Payne City Schools may terminate negotiations and begin negotiation with the next selected bidder. This process will continue until a contract has been executed or all proposals have been rejected. No bidder shall have any rights against Fort Payne City Schools, arising from such negotiations.

PERMITS, CODES & REGULATIONS

All equipment, construction, and installation will comply with City, County, State and Federal codes and Regulations. Successful bidder will obtain and pay for all permits necessary, notify proper authorities for inspections and furnish any certificates required for the work.

PRE-PAYMENTS

No prepayments of any kind will be made prior to shipment. Bidder agrees that Fort Payne City Schools will be charged no more for item(s) bid than the State of Alabama and that in the event of a price reduction; Fort Payne city Schools will receive the benefit of such reduction on any undelivered portion of the contract.

SOLE CONTRACTOR/IMPLEMENTER

Fort Payne City Schools intends to award the contract to a sole contractor. The successful Bidder shall assume total responsibility for all Deliverables whether a sub-contractor or third-party produces them in whole or in part. Further, Fort Payne City Schools will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The successful Bidder will be fully responsible for any default by a sub-contractor, just as if the successful Bidder itself had defaulted. No sub-contractor will be paid directly by Fort Payne City Schools. The successful Bidder will be solely responsible for the success of the entire Project.

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

TAX

Fort Payne City Schools is exempt from all tax. Provided however, bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Bid responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

TERMINATION OF CONTRACT

This contract may be terminated by Fort Payne City Schools with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, Fort Payne City Schools shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to Fort Payne City Schools for damages sustained by virtue of a breach by the Contractor.

THIRD-PARTY "REMIT-TO"

If bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. Fort Payne City Schools will send payment to the company designated by the Bidder on its response, but will not be responsible for resolving payment issues, should the bidder change payment processing companies after payment has been mailed or without a 45- day written notification to the Purchasing and Accounting division of Fort Payne City Schools.

Fort Payne City Schools
Dr. Laran Adkins
Child Nutrition Director

Date 06/30/2025
ITB No. 250717C

FORT PAYNE CITY SCHOOLS REQUIRED FORMS

BID FORM

(Bidder must use this form)

Diesel Fuel

- A. Approximately 40,000 Gallons will be purchased
_____ Product Name \$ _____ Total bid price per gallon
_____ State increment used over Opis low price.
-

Motor Oil

- A. Approximately 150 Gallons of oil will be purchased.
_____ Product Name \$ _____ Total bid price per quart: (15W-40HD)
-

Name of Vendor: _____

Address of Vendor: _____

Telephone: _____

Fax: _____

By submitting your bid, you guarantee that this bid meets or exceeds specifications.

Any attachment hereto is made and becomes part of this agreement.

We hereby affirm that we have not been in any agreement or collusion among bidders in restraint of freedom of competition, by agreement to control as a fixed price, to refrain from bidding, or otherwise. We agree to abide by the guidelines as stated in this invitation.

Name of authorized person: _____

Signature of authorized person: _____

(Signature in ink only)

Deliveries of all items must be made to the Fort Payne City Board of Education Transportation Facility located at 231 38th Street NE, Fort Payne, AL

*If fluctuating bid prices are awarded, the successful bidder must provide the Fort Payne City Board of Education evidence of price changes for each delivery.

**NOTIFICATION OF INTENT TO RESPOND
REFERENCE ITB _____**

“FUEL AND MOTOR OIL PRODUCTS”

Return signed statement no later than 9:00 A.M. on July 9, 2025.

- () On behalf of myself/my firm/institution, I hereby certify that I/**we** intend to submit a response.
- () On behalf of myself/my firm/institution, I hereby certify that I/**we do not** intend to submit a response.

Authorized Signature

Individual/Institution/Firm

Title

Date

NOTE

You may email the form back to Laran Adkins at ladkins@fpcsk12.com.

NON-COLLUSION AFFIDAVIT

I, _____, an authorized agent/representative of _____ attest that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham ITB, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham ITB, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the ITB of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the ITB price or of that of any Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the ITB are true; and further, that the Bidder has not, directly or indirectly, submitted his/her ITB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, ITB depository, or to any member or agent thereof, to effectuate a collusive or sham ITB.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

Subscribed and Sworn to
Before me this _____ day
of _____ 20____.

BY _____
Authorized Signature of Bidder Date

Print or Type Name of Bidder

Notary Public of
My Commission expires

EXPERIENCE STATEMENT
(To be submitted with the bid)

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

| Description | Yr. | Amt. | Customer | & Telephone |
|-------------|-------|----------|----------|-------------|
| _____ | _____ | \$ _____ | _____ | (____) |
| _____ | _____ | \$ _____ | _____ | (____) |
| _____ | _____ | \$ _____ | _____ | (____) |
| _____ | _____ | \$ _____ | _____ | (____) |
| _____ | _____ | \$ _____ | _____ | (____) |
| _____ | _____ | \$ _____ | _____ | (____) |

BID FORM (*For Services*) - Continued

Subcontractor Information. Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

Company Name of Bidder

Mailing Address (PO Box or street)

(Agency), State, and Zip Code

Name of Authorized Representative

Signature Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number

Facsimile Number

AFFIDAVIT OF CONTRACTOR
Alabama Act 2011-535

I affirm the following:

1. I will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; and,
2. I affirm that the below listed Business Organization is enrolled in the E-Verify program, that the Business Organization listed below will remain enrolled in the E-Verify program during the term of the contract and that every employee that is required to be verified will be verified according to the applicable federal rules and regulations; and
3. I acknowledge that §9(e) Alabama Act 2011-535 authorizes Fort Payne City Schools to terminate this contract for a first violation of §9(a) of said Act, and requires Fort Payne City Schools to terminate this contract for a second violation of §9(a) of said Act.

Printed Name of Contract (or Authorized Representative)

Title

Signature of Contract (or Authorized Representative)

Date Signed

Name of Business Entity

Phone Number

State of _____

City/County of _____

Sworn to and subscribed before me on this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

SIGNATURE PAGE

Fort Payne City Schools, or its Agent, shall have the right to waive any informality or irregularity. Under certain limited conditions, the Purchasing Department may apply a local preference option in determining the low bid for purchases of personal property.

All provisions of this Invitation are accepted by bidder as part of any contract or purchase resulting therefrom.

Date: _____ Company Name: _____ Web Address: _____

Terms: _____ Address: _____ City: _____

City/County: _____ State: _____ Zip: _____ Phone: (____) _____

If a Fort Payne Business License were issued to your company for the past twelve (12) months, please list numbers. _____

Vendor's Federal I.D. Number: _____

I certify that _____ has _____ has not _____ been in operation for one year at
(Company Name) (Check one)
location(s) zoned for the type of business conducted by my company at the address stated above.

DUNS #: _____

(Authorized Signature)

(Print Name)

(E-Mail Address)

Toll Free Phone: _____ Fax Number: _____

Return original bid on original forms provided. Authorized signature of bidder must be in ink.

Bids received in our office after the specified date and hour will not be considered.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. BID AWARD NOTICE ADDRESS
2. PURCHASE ORDER ADDRESS
3. REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)