

# **MONROE COUNTY**

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## **MONROE COUNTY BOARD OF COMMISSIONERS**

### **INVITATION TO BID**

#### **FOR**

#### **THE PURCHASE OF AVIATION FUELS**

#### **FOR THE**

#### **MONROE COUNTY AIRPORT**

#### **BID NUMBER – CGD1147-03-21**

**Monroe County Department of Finance  
103 College Street South Ste 9  
Madisonville, Tennessee 37354  
(423) 442-9383**

**Monroe County Board of Commissioners**  
**Madisonville, Tennessee 37354**  
**(423) 442-9383**

**Bid Prepared By:**

**Invitation to Bid Number:**

**Monroe County Finance Department**

**CGD1147-03-21**

**March 25, 2021**

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Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **2:00 P.M. (EST.)** local time prevailing, **March 25, 2021**, and then publicly opened and read for the Purchase of a Aviation Fuel for the Monroe County Airport, as authorized by the Monroe County Board of Commissioners.

No bid can be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

To be considered, your bid must be submitted on the copy of this Invitation to Bid. Bidders shall sign this form in the space provided and submit bid document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Bids shall be returned in the enclosed bid envelope, properly completed and sealed. Bids will not be accepted via fax machine or e-mail.

Time is of the essence and bids received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Bidders are responsible for ensuring that the Finance Department personnel stamp their bids before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to quote on the Invitation, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause for removal of your company's name from the bid list for subject commodity.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

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

**1. Award**

The County reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. The County further reserves the right to reject the Bid/Proposal of any Bidder/Proposer whom it finds, after reasonable inquiry and evaluation, to not be responsible. The County may also reject the Bid/Proposal of any Bidder/Proposer if the County believes that it would not be in the best interest of the Project to make an award to the Bidder/Proposer. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder/Proposer. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder/Proposer has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder/Proposer and the rejections of all Bids/Proposals in which that Bidder/Proposer has an interest. If the Contract is to be awarded, the County will award the Contract to the Bidder/Proposer whose Bid/Proposal is in the best interest of the Project and/or the goods and/or services by Monroe County. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by the County for the goods and services specified or insufficient funds exist for future orders, the County is under no obligation to make a contract award, contract renewal, or purchase.

**2. Preparation of Bids/Proposals**

- (A) Bidder/Proposers are expected to examine all Bid/Proposal documents. Failure to do so will be at the Bidder/Proposer's risk.
- (B) Each Bidder/Proposer shall furnish all information required by the Request. The Bidder/Proposer shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Bidder/Proposers must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

**3. Availability of Requested Items**

Bidder/Proposers must accept responsibility for verifying availability of specified items prior to submission of Bid/Proposal. Bidder/Proposer shall notify the County no less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

**4. Restrictive or Ambiguous Specifications**

It is the responsibility of the prospective Bidder/Proposer to notify Monroe County Purchasing if there is a question as to the specifications or bid/proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

**5. Delivery**

Delivery will be f.o.b. destination unless otherwise specified in the Bid/Proposal document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

**6. Federal Tax and State Sales Tax**

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

**7. Addenda**

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/Proposal addenda, if issued, are posted on the County's website: [www.monroetn.com](http://www.monroetn.com). Prior to submitting a Bid/Proposal, it is the responsibility of the Bidder/Proposer to ascertain that they have received all addenda issued and bid/propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-126.

**8. Submission of Bids/Proposals**

- (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the Bidder/Proposer shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) The County does not accept Bids/Proposals by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at Bidder/Proposer's request and expense unless otherwise specified in the Invitation.

**9. Modification or Withdrawal of Bids/Proposals**

Bids/Proposals may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized Bidder/Proposer representative provided the modification or withdrawal is received prior to the Bid/Proposal deadline. A Bidder/Proposer representative making a modification in person shall have proper identification and shall initial the change. The Bidder/Proposer representative shall sign a receipt for the withdrawal of a Bid/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the Bidder/Proposer's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

**10. Late Bids/Proposals**

It is the responsibility of the Bidder/Proposer to deliver their Bid/Proposal or modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late bids/proposals will not be considered or returned.

**11. Qualifications of Bidder/Proposers**

In evaluating Bid/Proposal, the County will consider whether or not the Bid/Proposal complies with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal form or prior to the Notice of Award. The County will consider the qualifications of Bidder/Proposer and may consider the qualifications and experience of Subcontractors, Supplies, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidder/Proposers, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. Furthermore, the County may make such investigations as are deemed necessary to determine the ability of the Bidder/Proposer to perform the work and/or provide desired goods and/or services the Bidder/Proposer shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by the investigation of such Bidder/Proposer fails to satisfy the County that such Bidder/Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**12. Subcontracts**

The Bidder/Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

**13. Non-Collusion**

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the Bidder/Proposer certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Bid/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee.

**14. Compliance with Applicable Laws**

The Bidder/Proposer shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

**15. Bid/Proposal Acceptance**

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless Bidder/Proposer indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, Bidder/Proposer agrees to furnish all goods and/or services described or specified in the Bid/Proposal.

**16. Acceptance of Bid/Proposal Content**

The successful contractor's bid/proposal content shall become a contractual obligation if procurement action ensues. Failure of the successful Bidder/Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

**17. Notification to County**

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's Bidder/Proposer list for future solicitations.

**18. Standard Contract**

The County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid/Proposal.

**19. News Releases**

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

## Terms and Conditions of Purchase

### 1. Definitions

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at [www.nigp.org](http://www.nigp.org), will govern on questions as to any other definition in this contract.

### 2. Contract Terms

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

### 3. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

### 4. Delivery Requirement

To insure adequate service level to the people, the County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel its order and purchase the specified goods elsewhere and hold seller accountable therefore.

### 5. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

### 6. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

### 7. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

### 8. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage if requested.

### 9. Inspection and Acceptance

The Contractor shall be responsible for all material(s) or service(s) until they are delivered and accepted. No material(s) or service(s) received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material(s) or service(s). All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material(s) were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

### 10. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

### 11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

## Terms and Conditions of Purchase

### 12. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

### 13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

### 14. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

### 15. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

### 16. Public Notice – Title VI of the 1964 Civil Rights Act

“No person in the United States shall, on the ground 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.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

### 17. Non-Conflict

No employee, officer or agent of The County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

### 18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such assertion or correction.

### 19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies, goods, or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

20. The Contract/Vendor/Supplier may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

## **Overview**

Monroe County is seeking sealed bids for the purchase of aviation fuels (100LL AvGas and Jet-A) on an as-needed basis. Delivery will be required to the Monroe County Airport, 350 Airport Road, Madisonville, TN 37354. Monroe County is currently utilizing one (1) 12,000 gallon above ground AvGas tank and one (1) 12,000 gallon above ground Jet-A tank that have a concrete unloading ramp.

## **Minimum Specifications**

### **1.) Product/Specifications:**

- A. AvGas 100LL- meets or exceeds ASTM D 910
- B. Jet A- meets or exceeds ASTM D 1655, delivered to site with additive.

### **2.) Quantity/Term:**

- A. AvGas 100LL- Up to 125,000 gallons per year, plus any unanticipated growth in sales.
- B. Jet A- Up to 120,000 gallons per year, plus any unanticipated growth in sales.
- C. Invoicing of fuel shall be based on net gallons delivered as verified by bill of lading provided by the terminal.

### **3.) Product Delivery and Price:**

- A. Deliveries of AvGas and Jet A shall normally be full transport amounts, not less than 8,000 gallons or, up to approximately 8500 gallons.
- B. All deliveries shall be made within 48 hours of order placement. Supplier and successful bidder understands and agrees that failure to deliver orders within 48 hours may result in Monroe County having insufficient fuel on hand to meet its customer's needs. Any deliveries made after the 48-hour deadline, other than delays caused by catastrophic "Acts of God" that cause a disruption in supply or delivery, may be subject to a 5% penalty deducted from the total invoice cost if it causes Monroe County to have insufficient fuel for its daily operations.
- C. Freight charges shall be based on supplier's closest delivery source to Monroe County, Tennessee and per the freight cost shown on the vendor's bid, regardless of the actual source of delivery, other than changes in the delivery source caused by catastrophic "Acts of God", or a shutdown of the source facility. Seller must notify Monroe County of the change in source location before delivery of product. For example, if Birmingham, Alabama is the closest source and the location utilized on the vendor's bid, and for some reason you have to deliver from Jacksonville, Florida, the freight charge will be based on delivery from Birmingham, Alabama at the rate shown on the vendor's bid unless approved in advance by the county.
- D. All freight charges shall be a separate line item on each delivery invoice.
- E. Freight charges are to be fixed. A fuel surcharge may be added to reflect higher diesel fuel cost. The surcharge is to be calculated using the Department of Energy website. Calculations are to be one half of a percent (0.5%) with each \$.05 cent/gallon change in the previous weeks average U.S. No. 2 Diesel Ultra Low Sulfur Retail Price posted each Monday on the Department of Energy

Website. The website is: <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>. Use the Gulf Coast Region for pricing. No other calculations can be used, and no other charges may be added. Freight charge quoted on pricing sheet should not include surcharge.

- F. Invoice pricing for Avgas 100LL shall be based on the previous weeks 5-day average Platts US Gulf Coast Waterborne Mean 93 PUL (Premium Unleaded), and shall reflect cost of product at bulk storage facility before it is loaded for over the road transportation, freight, Federal Superfund tax, Federal excise tax, Tennessee State Taxes, Tennessee State Inspection Fee, Environmental Impact Fee, prompt payment discounts, and any other applicable charges as listed as separate line items on invoice. Furthermore, verification of the 5-day average Platts US Gulf Coast Mean 93 PUL (Premium Unleaded) must be provided with each invoice. Bid price for the Base Av Gas per gallon based on the 5-day average Platts US Gulf Coast Mean 93 PUL (Premium Unleaded) and must be obtained on Tuesday, prior to the Thursday Bid opening date and verification of this must be provided as part of the bid submittal.
  - G. Invoice pricing for Jet A with Additive shall be based on the previous weeks 5-day average Platts US Gulf Coast Pipeline 54, and shall reflect cost of product at the bulk storage facility before it is loaded for over the road transportation, freight, Federal Superfund Tax, Federal Excise Tax, Tennessee State Taxes, Tennessee State Inspection Fee, Environmental Impact Fee, prompt payment discounts, and any other applicable charges listed as separate line items on invoice. Furthermore, verification of the 5-day average Platts US Gulf Coast Pipeline 54 must be provided with each invoice. Bid price for Jet A Price per gallon must be based on the 5-day average Platts US Gulf Coast Pipeline 54 and must be obtained on Tuesday, prior to the Thursday Bid opening date and verification of this must be provided as part of the bid submittal.
  - H. Periodically, Monroe County will request information supporting the fuel price charged for a certain delivery. This information shall include the vendors proprietary rack price for that delivery, as well as freight invoices. In the event it is found that the price structure is not in agreement with the pricing structure presented on the bid document, the vendor agrees to refund 110% of the price difference to Monroe County and may result in termination of contract.
  - I. Successful vendor shall supply any adapter needed to accommodate coupling of road transport vehicles to our systems.
  - J. On the Bid Form the bidder shall provide the following information for both AvGas and Jet A: location of supplier's closest primary terminal in which freight price is based, base price per gallon, federal and state taxes per gallon, fixed freight cost per gallon, fixed markup in cents per gallon, TOTAL purchase price which includes all of the above.
  - K. No other pricing information shall be entered on the bid form, or in the body of the proposal. Total pricing will be determined by the components listed on the bid form only.
- 4.) Credit Cards:
- A. Supplier shall accept, without processing fee, at least two major oil company credit cards.



- B. Supplier shall accept state and federal government issued credit cards.**
- C. Supplier shall accept other general use credit cards such as, but not limited to, Visa, MasterCard, and American Express at a processing fee not to exceed 2.5%. General use credit cards are defined as: Recognized name brand cards carried by the general public, and used for a variety of purchases other than aviation.**
- D. Successful vendor shall supply an electronic credit card machine, with all credit card supplies, forms, materials, and etc. without charge to Monroe County.**
- E. Supplier shall offer a customer reward credit card program. Said program will offer rewards/incentives/bonuses to company branded card users. Attach a detailed description of the program.**
- F. Supplier must provide toll-free credit card authorization service.**
- G. Supplier's credit card processing service shall provide for normal airport related charges, in addition to fuel, such as, but not limited to: tie down fees, hangar or lease payments, pilot supplies, minor repairs, flight, and/or weather service. The additional listed purchases must be processed at the same fee charge rate as fuel purchases.**
- H. Supplier shall reimburse Monroe County for credit transmittals by direct deposit to the County's bank account of record within 2 days of receipt.**
- I. Monroe County reserves the right to utilize independent processing providers separate from this contract for purchases if deemed to be in the best interest of the County.**

For additional information please contact: Heather Hunt, Monroe County Purchasing Agent, at [heather.hunt@monroetn.com](mailto:heather.hunt@monroetn.com) or 423-442-9383. Only submissions submitted via e-mail will answered.

### **Terms of Contract**

Monroe County reserves the right, when the interest of the County so requires, to terminate this bid/contract in whole or in part for the convenience of the County. Notification of termination must be in writing (certified mail), issued by the Department of Finance.

### **Period of Contract**

The length of the bid will be for one (1) year, commencing April 1, 2021 through May 31, 2022. The contract may be renewed annually for up to two (2) additional years, in 12-month increments, if agreeable to both parties and reduced to written form. At any time during the bid period, Monroe County retains the right to re-bid any category because of poor quality, service or price escalations.

### **Award**

The contract award, if made, will be to the vendor whose bid meets the specifications and conditions set forth, and whose bid is most advantageous to the County. Price shall be an evaluation factor as well as the qualifications and ability of the vendor to perform the necessary work, and past performance history. Monroe County reserves the right to reject any and all bids submitted.

The successful vendor's bid content shall become a contractual obligation if procurement action ensues. Failure of the successful vendor to accept these obligations in a contractual agreement may result in cancellation of the award.

Monroe County reserves the right to incorporate standard county provisions into any contract negotiated as a result of any bid submitted in response to the bid.

The vendor shall not engage the services of any person employed by Monroe County Government, including any department, commission, or board thereof without written consent of the County.

### **Invoicing**

Invoices, in addition to specifications listed prior, must include the purchase order number for that particular order. Invoices will be paid within thirty (30) days once received. **The vendor is not to fulfill any orders for the County without a purchase order in place.**

### **Response Submission**

In order to facilitate the bid evaluation process, one (1) original and one (1) exact copy of the bid must be submitted to the Purchasing Department. All bids must be packaged, sealed, and show the following information on the outside of the package:

Company's Name and Address  
Bid Number and Title and Bid Due Date and Time

Submit to:  
Monroe County Finance Department  
Attn: Heather Hunt  
103 College Street South, Ste. 9  
Madisonville, TN 37354

### **MUST BE SUBMITTED IN BID PACKET**

1. One original and one exact copy of bid document
2. Completed W-9
3. Three (3) references
4. Completed responses to litigation information

**REFERENCES**

Please provide three government references within the state of Tennessee for whom the company has provided similar equipment in the past three years. (If government references are not available please provide three business references.)

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Type of Equipment: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Type of Equipment: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Type of Equipment: \_\_\_\_\_

**LITIGATIONS**

Please state if your company had been party to any litigations in the past five years. If so, please identify the name of the case, the court in which it was filed or is pending, and the status and/or disposition of the case if it has been concluded.

NO \_\_\_\_\_  
YES \_\_\_\_\_

Name of Case (include case or docket number): \_\_\_\_\_

Court in which case is filed: \_\_\_\_\_

Description of claims that are subject to any litigations: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Decision/Verdict of case if concluded: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AV GAS**

TERMINAL LOCATION TO BE USED \_\_\_\_\_

BASE AV GAS PRICE (PER GALLON) \$ \_\_\_\_\_  
(INCLUDES PLATTS PRICING + DIFFERENTIAL)

FEDERAL TAXES (PER GALLON) \$ \_\_\_\_\_

STATE TAXES (PER GALLON) \$ \_\_\_\_\_

FREIGHT (PER GALLON) \$ \_\_\_\_\_

MARKUP (PER GALLON) \$ \_\_\_\_\_

**TOTAL PRICE OF ABOVE (PER GALLON) \$ \_\_\_\_\_**

**JET-A (WITH ADDITIVE)**

TERMINAL LOCATION TO BE USED \_\_\_\_\_

BASE JET-A PRICE (PER GALLON) \$ \_\_\_\_\_  
(INCLUDES PLATTS PRICING + DIFFERENTIAL)

FEDERAL TAXES (PER GALLON) \$ \_\_\_\_\_

STATE TAXES (PER GALLON) \$ \_\_\_\_\_

FREIGHT (PER GALLON) \$ \_\_\_\_\_

MARKUP (PER GALLON) \$ \_\_\_\_\_

**TOTAL PRICE OF ABOVE (PER GALLON) \$ \_\_\_\_\_**

The undersigned offers these prices, terms and delivery as per bid specifications.

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (Include are code): \_\_\_\_\_

Date: \_\_\_\_\_

## VENDOR INFORMATION

*Please print or type clearly. Complete each section entirely and verify for accuracy.*

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Remit To Address (if different from above):		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Number of years in business:		
Business License Number:	State:	

## **BIDDER INFORMATION:**

Name of Bidder:

\_\_\_\_\_

(Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business has been in business under its present name since: \_\_\_\_\_

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in this package.

The above named bidder affirms and declares:

1. That the bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid/Proposal or in the contract proposed to be entered into.
2. That this Bid/Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That the bidder is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

(Authorized Signature in Ink)

PRINTED NAME OF SIGNER: \_\_\_\_\_

TITLE OF SIGNER: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

PHONE NUMBER OF SIGNER: \_\_\_\_\_

**ALL VENDORS MUST SUBMIT A W-9 FORM WITH THEIR BID RESPONSE.**