

**WEAKLEY COUNTY, TENNESSEE
INVITATION TO BID
BID #2024-43**

The Weakley County, Tennessee Finance Department will be accepting bids on the following item:

PROPANE FUEL SERVICE CONTRACT / EQUIPMENT FOR WEAKLEY COUNTY

Information can be obtained from the Department of Finance, 8319 Highway 22, Suite B, Dresden, TN 38225, between the hours of 8:00 A.M. and 4:30 P.M or online at www.weakleycountyttn.gov.

Bids will be accepted **until 3:00 P.M., June 25, 2024**, at the Weakley County Department of Finance. Bids must be sealed and marked on the outside of the envelope **"SEALED BID #2024-43 – Propane Fuel Service Contract."**

Bids may be hand delivered or mailed to:

John H. Liggett
Director of Finance
Weakley County, Tennessee
8319 Highway 22, Suite B
Dresden, TN 38225

Nothing herein is intended to exclude any responsible vendor, his or her product or service, or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to offer a proposal. Weakley County is compliant with Title VI of the 1964 Civil Rights Act and as a result, does not discriminate on the grounds of race, creed, national origin or gender.

Bid document may be downloaded at www.weakleycountyttn.gov.

Any questions concerning the bid should be made to John Liggett, Director of Finance (731-364-5429).

WEAKLEY COUNTY, TENNESSEE
BID SPECIFICATIONS
Bid #2024-43

Request for Proposals Specifications

Contract Period

Weakley County will contract with the successful contractor for up to three years with pricing per gallon negotiated at each one-year period, beginning July 1, 2024, and ending June 30, 2025. Weakley County may continue the contract for any additional years using a Letter of Agreement.

The Request for Proposal #2024-43 and future Letters of Agreements are contingent upon funding by the Weakley County Board of Commissioners.

Contract Description

Contractors must submit Proposals with pricing based on the dealer's cost plus a fixed mark-up. The bidder's cost source cannot be changed during the contract period without written notice and approval from the Weakley County Director of Finance. Pricing per gallon shall be locked in place for the initial contract period of one year (July 1, 2024 through June 30, 2025). The price per gallon shall be renegotiated at the end of that period and each subsequent year. Proposals should also provide full and complete pricing including, lease or loan of storage tanks, regulators, and all necessary devices, including installation to make complete and operable units, along with the delivery and maintaining the supply of propane fuel for Weakley County. The price quoted should be based on the amount above the dealer's cost per gallon of propane HD-5 fuel. This amount will be referred to as the mark-up price. The mark-up price submitted to Weakley County must include transportation expense and any other expenses incurred by the Contractor. All prices should be quoted FOB-JOB SITE (as directed at the time of order). All materials submitted for proposal shall be as required and approved by the State of Tennessee.

Quantity Estimation

The following quantities may be used for approximate quantities that will be purchased:

Weakley County estimates a total need of 50,000 gallons of Propane for the period of July 1, 2024, through June 30, 2025.

Requirements of Contractor & Payment

Fuel shall be made available 24 hours a day to all Weakley County vehicles. This is to include weekends and holidays. Contractor will be responsible for monitoring all fuel tank balances. Contractor will be responsible for providing adequate supply of fuel at all times and locations. Contractor must submit computer generated invoices to the Director of Finance with each delivery.

Permits & Licenses

Contractor must secure and maintain all necessary permits and licenses, in connection with the performance of said contract and pay all fees pertaining thereto. Contractor must present with Request for Proposal a copy of all applicable licenses and permits.

Laws & Ordinances

This contract is made expressly subject to, and Contractor expressly agrees to comply with and abide by, all of the laws of the United States, and of the State and any municipal subdivision thereof, wherein this contract is to be performed, insofar as the same may be applicable to the terms and provisions of this contract, including all rules and regulations now existing or that may be hereafter promulgated under and in accordance with any such law or laws, and Contractor hereby agrees to indemnify and hold harmless Weakley County from any and all claims, demands, or damages which may arise or accrue because of the failure or neglect of the Contractor in this respect.

Subcontracting

The Contractor shall not sublet any portion of the contract without the written permission of the Director of Finance. Such permission shall not, however, relieve the Contractor from responsibility for the conduct of the Subcontractor and its work, nor shall it relieve the Contractor of any other liabilities and obligations under this contract.

Abandonment

Should the Contractor fail, neglect, or refuse to perform the work of the contract, or if at any time, the Director of Finance is convinced that the contract is being unreasonably delayed, or that the conditions of the contract are being willfully violated, or executed carelessly, or in bad faith, the Director of Finance will notify the Contractor in writing, and if the faults complained of be not corrected to the satisfaction of the Director of Finance within (72) seventy-two hours from the delivery of the notice, then the Contractor, upon demand of the Director of Finance, shall discontinue all work under the contract, and the Director of Finance shall have full right to immediately take whatever steps necessary to complete the work of the contract, all at the expense of the Contractor, or his sureties, or both.

Contractors should include any technical data sheets or statement that would be helpful in determining proposal compliance with minimum specifications.

Bids will be reviewed and awarded on the basis of the lowest and best bid as determined by the Director of Finance.

Owner reserves the right to reject any and all bids.

No bidder may withdraw his bid within 60 days of the actual opening thereof.

Any questions concerning this bid should be directed to John H. Liggett, Director of Finance at (731) 364-5429.

**Weakley County, Tennessee
Bid Form
Bid # 2024-43**

BIDS WILL BE RECEIVED BY: **WEAKLEY COUNTY, TENNESSEE
JOHN H. LIGGETT, DIRECTOR OF FINANCE
8319 HIGHWAY 22, SUITE B
DRESDEN, TN 38225**

UNTIL: **3:00 P.M., June 25, 2024**

ITEMS BID: **Propane Fuel Service Contract / Equipment**

Having carefully examined the specifications for the above referenced equipment, the undersigned proposes to furnish the following item (s) as bid.

All bids must be submitted on the Bid Form, along with the Bidder Certification, W-9, Drug-Free Workplace Affidavit, and Certification of Compliance with Iran Divestment Act.

Dealer's Cost Index: _____

HD-5 Propane Price Per Gallon above Dealer's Index \$ _____

Additional Costs (Please itemize):

Equipment Cost: \$ _____

Notes/Comments Regarding Equipment Cost:

BIDDER NAME:

ADDRESS:

TELEPHONE / FAX No.:

EMAIL:

Signature & Title

BIDDER CERTIFICATION

The Director of Finance requests, as a matter of policy, that any consultant or firm receiving a contract or award resulting from this Request for Sealed Bid issued by the County of Weakley, Tennessee, shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to our firm, partnership or corporation that no members of the elected governing body of Weakley County or member of his or her immediate family, including spouse, parents or children or any person representing or purporting to represent any member or members of the elected governing body, has received or has been promised, directly or indirectly any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract under a Request for Proposal.

Handwritten Signature of Authorized Principal(s):

Name: _____

Title: _____

Name of Firm/Partnership/Corporation:

Date: _____

WEAKLEY COUNTY IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective as of July 1, 2016, is codified at Tenn. Code Ann. § 12-12-101 et seq. The Iran Divestment Act, with certain exceptions, prohibits local governments, including Weakley County, from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tenn. Code Ann. § 12-12-105, a person engages in investment activities in the energy sector of Iran if:

- (1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee's chief procurement officer to publish on the State's web site a list of persons it determines engage in investment activities in Iran (the "Prohibited Entities List").

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with Weakley County.

Pursuant to the Act, any BIDDER that attempts to contract with Weakley County must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made, where the BIDDER fails to submit a signed and verified Bidder's Certification.

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Tenn. Code Ann. § 12-12-101 et seq.

Comes _____ (Printed name of Principal Officer of
Company), for and on behalf of _____, (the "Company") and,
after being duly authorized by the Company so to do, makes oath that:

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

Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____,
20____.

_____ Notary Public

My Commission Expires: _____