



## **REQUEST FOR PROPOSAL**

### **“GASOLINE, DIESEL & FUEL SERVICES”**

**Shelby County**

**200 West College St., Room 123**

**Columbiana, AL 35051**

**Phone: (205) 670-6500**

**Email: [kreynolds@shelbyal.com](mailto:kreynolds@shelbyal.com)**

# FUEL PURCHASING/DISPENSING/MANAGEMENT SERVICES

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## **BID – GASOLINE, DIESEL & FUEL SERVICES**

Competitive sealed bids titled “**GASOLINE, DIESEL & FUEL SERVICES**” will be received by Shelby County, County Manager’s Office, Room 123, County Administration Building, 200 West College Street Room 123, Columbiana, Alabama 35051.

Proposals will be **accepted until 2:30 P.M.** Central Time (standard or daylight savings time), as applicable on **June 9, 2022.** **Proposals submitted after this date and time will not be considered.**

The County is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County 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 retained in the bid file, unopened.

### **TERM OF CONTRACT**

Any contract resulting from this bid will become effective upon bid award (or within 30 days of award notification, approval of the County Commission and purchase order is issued). The period of this contract will be for one (1) year from date bid is awarded. This contract may be renewed for up to three (3) years from the initial award date upon the agreement of both parties.

Shelby County reserves the right to reject any or all proposals, or parts of any or all proposals, and to make the award or awards as to appear in the best interest of the County.

Shelby County operates one primary bulk fuel and one mobile site that requires bulk fuel. The County also requires the selected bidder to provide a network of retail commercial and/or card lock fuel sites to provide convenient access to fuel throughout Shelby County and surrounding areas.

**Note to Bidders: If you have questions please e-mail them to Kim Reynolds at [kreynolds@shelbyal.com](mailto:kreynolds@shelbyal.com).**

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, service, or equipment considered best adapted to the County's intended use.

Proprietary specifications may be waived for functional equivalents offered.

### **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.

### **LANGUAGE, WORDS USED INTERCHANGEABLY:**

The word COUNTY refers to the SHELBY COUNTY, ALABAMA throughout this document. Similarly, RESPONDENT, VENDOR, and BIDDER refer to the person or company submitting an offer to sell its goods or services to the COUNTY. The words PROPOSAL, QUOTATION, and BID are all offers from the BIDDER. The County has established for the purposes of this RFP that the words SHALL, MUST or WILL are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, at the sole discretion of the County, the deficient response is not in substantial accord with this RFP's mandatory condition requirements. The words SHOULD and MAY are equivalent in the RFP 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 the County.

### **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:**

**Commission Accounting  
Shelby County  
200 West College St., Room 140  
Columbiana, AL 35051  
Email to [apinvoices@shelbyal.com](mailto:apinvoices@shelbyal.com).**

\*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment.

### **II.) INSTRUCTIONS**

Questions should be addressed to Kim Reynolds at e-mail address [kreynolds@shelbyal.com](mailto:kreynolds@shelbyal.com).

Each bidder must submit in SEPARATE SEALED packages, one (1) **ORIGINAL HARDCOPY** plus (2) **TWO COPIES**.

**Sealed envelope(s) must indicate the title of bid, and offer's name and address indicated on the envelope(s).**

Bids must clearly demonstrate that the prospective bidder has the experience, expertise, and capacity to provide the services outlined in this Bid. Résumés for principal staff members including a designated project manager who will work with the County for the duration of this project must also be provided. A complete listing and description of services of *all current* clients where prospective bidders provide services similar in size and complexity to those outlined in this RFP, *within the State of Alabama*, must also be provided. References for these clients must also be provided. Prospective bidders may list projects and references from outside the State, as well, if doing so will enhance the evaluation committee's ability to understand the firm's qualifications, experience, and capabilities.

Written proposals must include a recommended approach for meeting all of the services and requirements outlined in this bid. Proposals should clearly address how a prospective bidder's approach will support the objectives of this bid. **Proposals should follow in the order of this bid section by section and covering all requirements listed.** Bidders are encouraged to offer alternatives and additional services that they believe will enhance their ability to provide gasoline, diesel and efficient fuel services to the County.

**Bidders must also complete the cost proposal forms that are included in this bid. Bidders must submit their cost proposals on separate sheets and in separate envelopes plainly marked as Cost Proposal with the request for proposal number, title of proposal and offer's name and address indicated on the envelope(s).**

#### **IMMIGRATION LAW**

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.

#### **OPEN TRADE**

By signing this contract, vendor agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Please include one original bid and two copies.

### **III.) SHELBY COUNTY'S CURRENT FUEL SYSTEM/SPECIFICATIONS FOR EXISTING SYSTEM**

We are currently using a state of the art fuel management system, Autogas AF 2006M Serial #0386114 Card reader system. The tank monitor system is a Veeder Root TLS-300C monitoring system. The existing system is Fuelmaster Fuel Management System as specified below:

- Prokee/Credit Card/RF Tag Master Unit (1)
- Tank Monitor Interface (1)
- RS232 Port to Interface with Tank Monitor
- 4-Conductor Cable with Drain
- Network Interface (1)
- CAT5 Cable to Interface with Computer
- Windows Plus Software (1)
- AIM II Complete Units with on Board Diagnosis II (10 Units, Single Tank Vehicle)
- Shipping/Handling
- Initialization-Final Warning, Start Up Fueling Site
- **Interface shall be web-based**

The County will only accept invoices on a MONTHLY basis. The County will be provided a transaction file of all fuel used by County employees segregated by bulk fuel, retail site and fuel issued to other agencies from County pumps. This file will be in a format specified by the County for import to the **Fleet Anywhere Management Information System.**

County staff must be able to add, delete, and change fuel card and PIN information at any time. The County will accept no liability for transactions made with cards or PINs that have been locked out.

#### **IV. CONSIGNMENT OF BULK FUEL**

Ownership and management of all fuel and other product inventories under this section of the RFP will be the responsibility of the selected bidder. The County will assume ownership of fuel in existing tanks from the incumbent bidder the day a new contract begins (if a change is made from present contract bidder). Shelby County is to receive credit in gallons or dollars, as determined by the County, should there be a new vendor.

The County operates one fixed bulk fuel site. Tank capacity, fuel types, and estimated annual use in gallons are listed in the following table:

<b>Site</b>	<b>Tanks</b>	<b>Estimated Annual Volume</b>
County Hwy Shop- Hwy 70, Columbiana	(1) 8,000 gal Gas (1) 8,000 gal Diesel	Gas, 50,000 gals
Landfill – Hwy 70 Columbiana Mobile Truck w/Tanks	(1) 2,000 gals Diesel (1) 1,000 gals Diesel	Diesel, 78,000 gals

#### **NOTE:**

All estimated usage figures are furnished for reference only; no express or implied pledge of usage is made or intended. It will be the responsibility of any bidder submitting a proposal to obtain any additional data or information and also verify any enclosed estimated usage amount or verify any other data herein that may be required to submit a proposal.

Vendor shall maintain adequate inventories at all site within 24 hours of calling to 85%. Our minimum inventory shall be maintained at a level of no lower than 25% to allow for full transport delivery. Vendor shall be responsible for maintaining inventories from our Veeder-Root tank monitor system.

The selected bidder will be required to maintain adequate inventories of fuel at all bulk sites listed above. **Liquidated damages of \$250.00 per hour will apply if any site runs out of fuel.** The County will pay for bulk fuel as it is used as they are dispensed from machines. The method of measuring fuel use must be proposed by the bidder (such as use of the County’s fuel management information system, fuel tank monitoring equipment, or manual stick readings).

Bidders must provide a proposed method for controlling and billing for fuel that is transferred to fuel tenders and used to fuel construction equipment in the field. The County prefers a solution that will allow fuel tender transactions to be tracked by our automated fuel management information system.

It should be noted that in the future Shelby County **may** seek suppliers for alternative fuels to help reduce the county’s dependence on foreign oil and to improve our air quality. Therefore, bidders must discuss their experience providing customers with alternative fuels such as E-85 Ethanol, CNG and Biodiesel B-20. Although Shelby County is not requesting a bid for these fuels, we would appreciate the inclusion of pricing of these fuels in the bid.

All bulk fuels delivered by the successful bidder shall be free from impurities including; water, dirt, harmful oils, fibrous materials, other petroleum products or contaminants. In case of damage directly traceable to contamination, the bidder shall be responsible for all costs incurred by the County in repairing fuel dispensing equipment and/or motorized vehicles.

All tanks, fuel lines, monitoring equipment, and dispensing equipment owned by Shelby County are thought to be in compliance with all environmental requirements.

Bidders must also provide an **Emergency Response Plan** in their proposals that sets forth how uninterrupted access to fuel will be provided to the County during emergency situations such as storms, other natural disasters, and law enforcement emergencies. Contingency plans must specifically address how fuel will be dispensed at County bulk fuel sites in the event of the loss of electrical power and how fuel will be provided to the County during periods of extended short supply. The plan should also address the procedure for the County to follow in having its bulk fuel stations topped off in anticipation of forecasted storms.

#### **V.) RETAIL/CARD LOCK FUEL**

The selected bidder must provide access to a network of retail and/or card lock fuel stations throughout Shelby County. At a minimum, at least one site, must be established in the following areas: Columbiana, Alabaster, Pelham, Hoover, Hwy 280 North Shelby Area, Vincent, Harpersville, Chelsea, Westover, Valleydale Road area, Vestavia Hills, Leeds and Calera. **Said sites must be established prior to award of the contract.** Preference will be given to proposals that provide multiple sites throughout the County and in surrounding areas in order to increase the convenience of access to fuel stations for county personnel. It is preferred that retail sites have gas, oil and diesel and are open 24 hours. Access to fueling stations throughout the State of Alabama and the Continental United States is also required.

#### **VI.) BASIS OF PRICING**

The basis of pricing for a contract resulting from this RFP will be a cost per gallon of fuel for regular unleaded (87 octane), plus unleaded (89 octane), premium unleaded (91 octane), and for the two types of low sulfur diesel fuels (Red-Off Road and Clear -On Road). **The price and margin for the fuel should be the same for Shelby County and bulk fuel and retail/card lock station fuel. Costs per gallon will be based on the Oil Price Information Service (OPIS) PADD 3 report average price per gallon for (BIRMINGHAM) plus a margin expressed in cents per gallon to cover the cost of applicable taxes, delivery, bidder profit, and all other costs. There should be one margin regardless of backyard or retail location.** This margin will remain fixed for the term of this contract and any subsequent extensions, except that the County will allow increases in response to any additional taxes that are levied by the State or Federal Government. It will be the bidder's responsibility to bring any such tax increases to the attention of the County. **(Bidder is required to state in the Bid response which taxes they cannot exempt)**

**The margin will be added to the daily OPIS price for (BIRMINGHAM) in order to arrive at a billing price for County.** Bidders must propose specific methods to bill the County for bulk and retail/card lock fuel such as daily, fixed weekly or monthly, monthly average, etc. The County prefers a method that is both fair and reasonable and that is clear and easy to administer.

#### **VII.) CUSTOMER SERVICE**

Bidders must fully detail their approach to providing Shelby County with a high level of responsive customer services. At a minimum, the selected bidder must provide the County with a designated project manager for the duration of this contract. An education program must be established to inform County employees of procedures for accessing fuel at both bulk and retail sites. **A toll free number is also to be provided for use by County employees who may have questions regarding how to access fuel. The bidder must also provide a listing of all retail fuel sites available in their network with the bid. This list must be updated as sites are added and deleted from the network.**

Bidder must provide a monthly report to the Fleet Manager regarding any complaint or problem received for the month and how that issue was resolved. Face to face meetings for purposes of review of contract operations are to be held in Columbiana once each quarter if the County desires. The vendor's contract manager and other appropriate staff will attend these meetings.

### **VIII.) TRANSITION PLAN**

Each bidder must state its plan for implementing a fuel program for Shelby County. The implementation plan must address how the bidder will manage the transition from the current approach in such a way as to avoid disruption of the County's ability to access both bulk and retail fuel.

### **X.) ORAL PRESENTATIONS**

Prospective bidders may be asked to make an oral presentation of their proposal to provide Shelby County with fuel and fuel services. The purpose of the oral presentations will be for the prospective bidder to explain its qualifications, capabilities, and approach to meeting Shelby County's fueling needs in detail to the evaluation committee.

### **XI.) EVALUATION CRITERIA**

#### **THE FOLLOWING CRITERIA WILL BE USED TO EVALUATE PROPOSALS:**

- **Bidders' experience in fuel disbursement and management services.**  
Bidders' qualifications and experience providing similar services to those requested in this bid will be evaluated in this section. The results of reference checks will also be included in this section of the evaluation.
- **Bidders' capacity and capabilities.** The size of staff, amount of equipment, subcontractor relationships, scope of current operations, number of clients, etc. will be evaluated in this section to determine bidders' capacity to provide the requested services to Shelby County.
- **The financial stability** of the bidder as documented by a certified financial statement which must be furnished with the bid response.
- **Bidders' overall approach to meet or exceed requirements as outlined in this bid.** Bidders' must describe in detail how they propose to put a program in place that will work with our current fuel system. This would include the fuel cards that will be used at retail sites as well.
- **Bidders' implementation plan.** The ability of bidders' to provide a seamless transition from the current contract in a manner that does not disrupt the County's access to fuel will be evaluated in this section.
- **Cost.**

## XII.) COUNTY'S EXPECTATIONS AND BIDDER'S RESPONSIBILITIES

**NOTE: All vendors must submit their responses in the order that the Request for Proposal is written or the proposal will not be considered responsive.**

All bidders are required to address in your bid how you will guarantee to meet or exceed the list of responsibilities and expectations **in accordance with ADEM requirements** listed below:

(Note: All costs associated with the following responsibilities and expectations are to be included in the (margin) cost per gallon of fuel.)

1. Bidder will be responsible for maintaining maintenance agreement during breakdown and annual maintenance. Underground Equipment to include maintenance of and fees for:

The vender will be responsible for the maintenance on all above ground equipment including the following:

- **FuelMaster FMUs**

Annual extended maintenance agreement with FuelMaster which should include software and hardware upgrades (standard maintenance type); hardware parts replacement on a customer designated schedule per FMU and as otherwise needed.

- **Underground equipment to include maintenance of and fees for:**

- Tank logic probes- Shelby County Highway Department (Columbiana Location) below ground tanks
- Assure probe vendors supply reports as needed to customer

**NOTE: Vendor is required to provide protocol procedures along with contact list.**

2. Vendors must explain its process of the removal and disposal of water/ fuel (contaminated fuel), in aboveground, underground and overflow containment vaults originating from water in fuel deliveries or overfill of fuel tanks during deliveries.
3. Vender will be required to provide the county with "Hot fuel cards"; cards that once are updated with vehicle data that are valid immediately. (The county must have a direct line to vendor database.)
4. The county must have the ability to issue PIN numbers that are valid immediately. (This will require direct access to vendor database.)
5. The vendor must explain how it will directly upload the prokee transactions from Fuel Master Units (FMUs).
6. The vendor must provide in detail how it will key all manual transactions from Mobile FMUs, where prokees are not being used, and fuel site FMUs when system is off line and transactions are kept manually.
7. Monthly reports are required from the vendor indicating repairs made to fuel sites.
8. Vendor must provide one price (margin mark up added to the daily OPIS price for BIRMINGHAM) for unleaded, unleaded plus, unleaded premium, diesel on road, diesel off-road, for County. Price to include any applicable taxes and charges above the rack price.
9. Vendor must provide Diesel fuel that is compatible with 2007 and newer model engines.
10. Note: A full load is established at 6,500 gallons (This is to be one price regardless of the size of the load).

11. Note: Fuel cost to be established from Birmingham OPIS Rack price.
12. Vendor will be required to send each week a list of OPIS Rack prices. (Note: We require the price for the OPIS price of the previous Monday thru the following Sunday.)
13. Note: Margin shall include any and all applicable fees and taxes regardless of site from which fuel is purchased.
14. Note: There should be one margin regardless of backyard or retail fuel sites. This is mandatory!
15. Vendor must have a method for retail site purchases (e.g., Fuelman fuel card) which works with the established County fuel system. (Note: Product restriction functions are required as to product type and quantity.)
16. Vendor must possess a user friendly website that will allow anyone to locate fuel sites that will accept our fuel cards.
17. If environmental constraints require the provision of special fuel, the pricing of which is not available from the contract OPIS source, vendor is to provide an alternate source for concurrence by Shelby County.
18. Vendor will be required to provide detailed transactions, records and reports to each billable entity. Please explain in detail.
19. Vendor must submit its methodology for electronic data interchange with the existing Shelby County computer configuration. If vendor would like to request a sample of the current data interchange method, they may contact Pat Stevens 205/670-6965 and Hank Helmers 205-670-6872.

### XIII.) GENERAL TERMS AND CONDITIONS

#### TERM OF CONTRACT

**It is the desire of the Shelby County Commission as the awarding agency that this contract remain in effect for a period of three (3) years, however this contract is subject to adequate funding and renewal on a year-to-year basis, beginning on date contract is awarded.**

**The State of Alabama competitive bid law 41-16-3, Code of Alabama states that contracts for personal goods or contract services shall be bid for not greater periods of three years. Should any subsequent amendment to the competitive bid law allow for any additional periods of time, Shelby County shall reserve the right to extend this contract to the maximum amended period if both parties agree.**

#### CONTRACT

The Request for Proposals, Bidders Offer of Proposal, the acceptance of the proposal and the letter of Award to the successful bidder shall constitute a contract unless otherwise noted.

### **CONTRACT COMMENCEMENT**

Successful bidder shall immediately, upon Notice of Award proceed to secure any equipment, gather and disburse any information or data necessary to proceed with the execution of the contractual services of its proposal provided all applicable documents have been provided to Shelby County.

### **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 County Commission.

### **TERMINATION OF CONTRACT:**

This contract may be terminated by the County 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, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the contractor of any liability to the County for damages sustained by virtue of a breach by the contractor.

### **NON-AVAILABILITY OF FUNDS**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period the contract may be cancelled.

### **PRICE ADJUSTMENT**

Shelby County will review fully documented requests for price increases to be effective after one year. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of proposal and can be shown to directly affect the price of the fuel management system. Bidder must give a 30 day written notification of price increase. Bidder must also offer likewise any reduction in prices.

### **TAX EXEMPTION**

Shelby County is exempt from payment of all Federal, State and local taxes in connection with the purchase of property. Said taxes must not be included in price proposal. It is required that the bidder accepts and honor appropriate exemption certification from the County and file this certificate with the U.S. Internal Revenue Service or other governmental agencies as required so that these taxes will not be billed to the County.

### **PRICE REDUCTION:**

In the event of a general price reduction, the County will receive the benefit of such reduction on any undelivered portion of contract.

### **EVALUATION:**

If requested by the Shelby County Commission or its agent, bidder will arrange a site visit at no cost to the County. Said visit will be subject to guidelines set by the Shelby County Commission.

### **GUARANTEE:**

Bidder certifies by bidding that he is fully aware of the conditions of service and purpose for which equipment, material, installation, and/or construction included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of the Shelby County Commission and its agent. If mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes.

**BID BOND:**

Each bidder will furnish a bid bond or cashier's check in the amount of \$10,000.00 **with bid response**, and hereby agrees that in case of failure to execute a contract and furnish a performance bond within 14 days after notice of award, the Shelby County Commission will be paid by this bonding company the difference between the amount of the low bid as submitted, and the amount of the proposal of the next higher bid, or if no other bid is received, the full amount of the proposal guaranty will be recovered as liquidated damages for such default.

**APPLICABLE LAW**

The contract shall be construed and governed in accordance with the law of the State of Alabama. All actions whether sound in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract shall be instituted and litigated in the Courts of the State of Alabama, located in Shelby County and in no other. In accordance therewith, the parties to this contract submit to the jurisdiction of the Courts of the State of Alabama located in Shelby County.

**SEVERABILITY**

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

**INSURANCE**

The successful bidder will maintain such insurance as will protect him and the County from claim 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 Shelby County, Alabama and **shall include Shelby County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice**. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(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 the County Manager's Office before beginning work with the County.

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:**

**Shelby County, Alabama**

**30 day(s) written cancellation notice**

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

### **FORCE MAJEURE**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform is occasioned by force majeure, meaning act of God, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### **CONTRACT CHANGES/MODIFICATION**

The scope of services set forth in this proposal may be reduced, modified or expanded beyond the limits of this proposal by written contract modifications executed by Shelby County and the bidder.

In the event that Shelby County requires the bidder to undertake work not identified in and beyond the scope of services, this proposal may be amended in writing to incorporate such services and compensation as are mutually agreed upon.

### **NON-COLLUSION**

The bidder guarantees that the proposal submitted is not a product of collusion with any other bidder and no effort has been made to fix the proposal price of any bidder or to fix any overhead, profit or cost elements of any proposal price. An affidavit of non-collusion form is included and must be signed and submitted with proposal.

### **HOLD HARMLESS AND INDEMNIFICATION:**

Contracting party agrees to indemnify, hold harmless and defend Shelby County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County 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 the County, or its employees. Before beginning work, contract party shall file with the County 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 effect 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

Customer shall indemnify and hold harmless Bidder and its agents, affiliates, officers, directors and employees from and against any and all liability, claims, demands, actions and causes of actions whatsoever (including without limitation reasonable attorneys' fees and expenses, and costs and expenses reasonably incurred in investigating, preparing or defending against any litigation or claims, action, suit, proceeding or demand of any kind or character) arising out of or related to any account of injury or death of persons or damage to property caused by or in connection with the transportation or transfer of all petroleum products on a tank-wagon vehicle (bobtail truck) owned or operated by Shelby County, regardless of who may own the product at the time it is being transported by the tank-wagon or being transferred from the tank-wagon to another holding tank owned by Shelby County.

**PERFORMANCE BOND:**

Successful bidder will furnish a surety bond in the amount of \$300,000.00 at no cost to the County, to guarantee that all conditions and specifications of this Invitation will be fulfilled. Bond will be furnished to the Purchasing Agent not later than 14 days after requested.

**PROTECTION DAMAGE:**

Contractor will be responsible for any damage to property of the county 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.

**NEGOTIATIONS:**

Shelby County reserves the right to enter into contract negotiations with the selected bidder. If the County and the selected bidder cannot negotiate a successful contract, the County may terminate negotiations and begin negotiating 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 the County arising from such negotiations.

**RE-BID**

The Shelby County Commission expressly reserves the right to reject any or all bids, or parts of bids, or to re-bid, and to make the award or awards as the best interest of the County appears. Shelby County has the right to re-bid any bid in the best interest of the County; however if the bid has been publicly opened all bidders who submitted a bid response has a right to view the responses. A copy of the bid tabulations should be provided to all bidders.

Bidder must submit a copy of their Shelby County business license within 7 days of receipt of notice of intent to award. **Failure to submit the requested information will result in the notice of intent to award being revoked.**

**BID**  
**(Bidder must use this form)**  
**Fill in all spaces.**

**(FORM A)**

**FOR PURPOSES OF COMPUTING PER GALLON COST FOR SHELBY COUNTY**  
**USE 1,000,000, GALLONS TOTAL, OVER THREE YEARS.**

**NOTE: THE 1,000,000 GALLONS INCLUDES GASOLINE AND DIESEL FUEL.**

**1. Bulk Fuel and Retail/Card Lock fuel consignment for Shelby County:**

**Margin (cents per gallon):..... \$ \_\_\_\_\_**

**(FORM B)**

**Non-Collusion Affidavit**

I, \_\_\_\_\_, an authorized agent/representative of \_\_\_\_\_ attest that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Offeror has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the bid of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the bid price or of that of any Offeror, 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 bid are true; and further, that the Offeror has not, directly or indirectly, submitted his/her bid 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, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid. 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 Officer                      Date

\_\_\_\_\_  
 Print or Type Name of Officer                      Date

\_\_\_\_\_  
 Notary Public of  
 My Commission expires

Name of your company: \_\_\_\_\_

Shelby County, or its Agent, shall have the right to waive any informality or irregularity

All provisions of this Invitation are accepted by bidder as part of any contract or purchase resulting there from.  
**Terms of payment will be net 30 days.**

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_ Web Address \_\_\_\_\_

Terms: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone : (\_\_\_\_) \_\_\_\_\_

If Shelby County Business License were issued to your company for the past twelve (12) months, please list numbers. \_\_\_\_\_

**Bidder's Federal I.D. Number:** \_\_\_\_\_

I certify that \_\_\_\_\_ has \_\_\_\_\_ has not \_\_\_\_\_ been  
(Company Name) (Check one)

location(s) zoned for the type of business conducted by my company at the address stated above.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(E-Mail Address)

Toll Free Phone: \_\_\_\_\_ Fax \_\_\_\_\_

Return original bid in sealed envelope. 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:**

**BID AWARD NOTICE ADDRESS**

**PURCHASE ORDER ADDRESS**

**REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)**