



December 29, 2017

STATE OF ALABAMA
COUNTY OF SHELBY

**SEALED BIDS FOR AVIATION FUELS
FOR RESALE AT SHELBY COUNTY AIRPORT**

Sealed bids for Aviation Fuels for resale at the Shelby County Airport will be received in the office of the County Manager, Shelby County Administration Building, 200 West College Street in Columbiana, Alabama 35051 (mailing address: P. O. Box 467), until 2:30 p.m. on January 11, 2018 at which time bids will be publicly opened and read. The Shelby County Commission reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest bidder. Bidders are to state that bids submitted are firm and that no claims for errors will be made after bids are opened and subsequent thereof. If you have any questions concerning this bid, please contact Terry Franklin 205/670-6352.

GENERAL INFORMATION

Shelby County Commission requires a bid bond of 5% of bid amount or \$10,000.00, whichever is less. Company checks that are not bank certified will not be accepted as bond. If you have any questions concerning bid bonds, please contact Kim Reynolds at 205/670-6501.

All bidders must use our form for submitting their bids. All bids must be sealed and marked in the lower left corner "**BID – AVIATION FUELS FOR RESALE**" with opening date and time. Late bids will not be opened.

Bids **will** include State Sales Tax and/or Federal Taxes.

Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than lowest bidder, a note of explanation will appear in the file and Commission Minutes.

Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

Bids shall be submitted in accordance with the attached "Bid Specifications for Aviation Fuels for Resale at Shelby County Airport".

DISQUALIFICATION OF BIDS

Bids may be disqualified before awarding of the contract for any of the following:

- A. Failure to mark envelope as required;
- B. Failure to sign or notarize the bid document;
- C. Failure to include requested information or other details of the bid, or any deviations from instructions on the bid form. Pricing is to be entered on the bid form exactly as requested. Deviations or exceptions will be grounds for disqualification of bids.
- D. Failure to include bid bond.

METHOD OF AWARD

The award will be made to the lowest responsive bidder meeting specifications. **It is not the policy of The Shelby County Commission to purchase on the basis of low bid only.** The effect of credit card processing fees based on past and future sales will also figure in the determination of lowest responsive bidder. Quality, conformity with specifications, purpose for which required, terms of delivery, and past service and experience are among the factors that may also be considered in determining the responsive bidder. Shelby County Commission reserves the right to request in-person interviews with responsive bidders. Interviews will be conducted at a time to be determined by the County. Interviews will be in Shelby County.

The Shelby County Commission reserves the right to award separate contracts for each item, each product, or any combination of products if in the best interest of the Shelby County Commission.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of one hundred and twenty (120) days.

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 response and two copies in your submittal.

Alex Dudchock
County Manager

**SHELBY COUNTY AIRPORT - Fuel Bid
Instructions and Specifications**

Shelby 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 Shelby County Airport, 265 Weather Vane Road, Calera, Alabama 35040. Shelby County is currently utilizing two (2) 12,000 gallon above ground AvGas tanks and one (1) 12,000 gallon above ground Jet-A tank that have a concrete unloading ramp.

Minimum specifications shall be as follows:

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 **anti-icing additive pre-blended at the terminal.**

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 the bill of lading provided by the terminal.

3. **Product Delivery and Price:**
 - a. Deliveries of AvGas shall normally be full transport amounts, not less than 7000 gallons or, up to approximately 8000 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 Shelby 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 Shelby County to have insufficient fuel for its daily operations.**
 - c. Compartment seals installed at the terminal shall be required, or delivery of the fuel may be rejected.
 - d. Freight charges shall be based on supplier's closest delivery source to Shelby County, Alabama, regardless of actual source of delivery. **In other words, if Birmingham, Alabama is the closest source, and for some reason you have to deliver from Jacksonville, Florida, the freight charge will be based on delivery from Birmingham, Alabama.**
 - e. All freight charges shall be a separate line item on each delivery invoice.
 - f. 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.
 - g. Invoice pricing shall reflect rack price (rack price: cost of product at bulk storage facility before it is loaded for over the road transportation), freight, freight surcharge, Federal Superfund tax, Federal excise tax, Alabama State taxes, Alabama State Inspection Fee, Environmental Impact Fee, prompt payment discounts, and any other applicable charges listed as separate line items on invoice.
 - h. Periodically, Shelby 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 Shelby 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: (1) location of supplier's closest primary terminal; (2) **fixed** freight cost per gallon, and applicable surcharge at time of bid; and (3) **fixed** markup in cents per gallon.
- 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 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 the 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 Shelby County for credit transmittals by direct deposit to the County's bank account of record within 2 days of receipt.

5. **Credit Terms:**

- a. Supplier shall provide the purchaser with 45-day terms without penalty.
- b. Other credit terms may be offered, to include prompt pay discounts and be made a part of the bid response.

6. **Quality Control/Inspection**

- a. Supplier shall provide purchaser with written product quality reports on a quarterly basis and certification of quality for each delivery.
- b. Supplier shall inspect all fuel handling equipment on an annual basis and provide the purchaser with written inspection reports.

7. **Insurance:**

- a. Supplier shall provide at no cost to the purchaser excess Aircraft Fueling Liability Insurance covering all fuel related activity of at least fifty (50) million dollars.

8. **Emergency Service:**

- a. Supplier shall make available to the County a twenty-four hour telephone number, should a problem occur or should the County require a weekend fuel delivery.

9. **Training:**

- a. Supplier shall provide line service and quality control training to Shelby County's employees, on site, at the beginning of this contract, and also provide additional, on site, training for any new employees during this contract period at no charge. Supplier shall provide periodic, on site, line service and quality control training to Shelby County's

employees as necessary.

10. **Signage:**
 - a. Supplier shall provide one large airport sign for air viewing, and decals on ground equipment and fuel farm at no charge to the County. Please provide a suggested description and size details of the sign your company will supply on Bid Supplement Form. The actual sign shall be approved in writing by the county prior to construction and installation.
11. **Transition:**
 - a. Fuel will be ordered from the successful bidder when a full load (7000-8000 gallons) can be received. The delivered fuel will be added to the County's existing fuel in the tank. All fuel in the tank will then become the responsibility of the successful bidder.

Basis of Award

Bids will be awarded to the lowest responsible and responsive bidder based on meeting all requirements as set forth in the specifications, as well as consideration of the low bid overall for freight and mark-up, including credit card processing fee impact. Bidders assume all responsibility for complying with laws and regulations, and for formulating and completing the bid. Shelby County reserves the right to reject any and all bids and to waive any irregularities or technicalities in order to award this bid as it deems to be in the best interest of the County. Shelby County further reserves the right to take into consideration, when selecting a successful bidder, the past performance of the supplier as it relates to accurate fuel delivery quantities. Subject to approval by Shelby County and Supplier, contract is for 1 (one) year, but may be extended up to a total of 3 (three) years.

Amenities

If your Company provides any amenities other than stated above, please list in detail. Some consideration could be given to such items as additional signage, advertising, etc.

Other Requirements

Provide at least 3 references from Alabama or ***bordering states***. References must be from Airports that are run by a County, or Municipality that handles all purchases, and day to day operations without the benefit of an FBO.

Provide a list of RAMP/Accounting systems that are compatible with your system.

**PURCHASE OF: AV GAS 100LL: Up to 125,000 gallons per year
Jet A: Up to 120,000 gallons per year**

YOUR AV GAS PRICE AS OF 1/11/2018 \$ _____
TERMINAL TO BE USED _____
FEDERAL TAXES AS OF 1/11/2018 \$ _____
STATE TAXES AS OF 1/11/2018 \$ _____
FREIGHT AS OF 1/11/2018 \$ _____
YOUR MARKUP \$ _____
TOTAL PRICE OF ABOVE \$ _____

YOUR JET-A (W/ ADDITIVE) PRICE AS OF 1/11/2018 \$ _____
TERMINAL TO BE USED _____
FEDERAL TAXES AS OF 1/11/2018 \$ _____
STATE TAXES AS OF 1/11/2018 \$ _____
FREIGHT AS OF 1/11/2018 \$ _____
YOUR MARKUP \$ _____
TOTAL PRICE OF ABOVE \$ _____

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

Name of Company: _____

Signature: _____

Address: _____

Phone: (Include area code) _____

Bid Bond: _____

Sworn to and subscribed before me this
The ____ day of _____, 2018

Notary Public
My Commission Expires: _____