



Aviation Fuels for Resale at the Shelby County Airport

ADDENDUM NO. 1

Date: January 12, 2024

RE: Aviation Fuels for Resale at the Shelby County Airport

BID DATE AND TIME HAVE CHANGED:

Thursday, January 18, 2024 at 2:15 p.m.

Location for the bid opening remains the Shelby County Manager's Office, located at 200 West College Street, Room 123, Columbiana, Alabama, 35051

* * * * *

Specifications:

Replace Instructions and Specifications with the attached Instructions and Specifications

Replace Sample Contract with attached Sample Contract

Clarifications:

Q1. Which Platt's Index should the bidder use for Avgas as there is conflicting language in the bid documents?

A1. Invoice pricing for Avgas 100LL shall be based on the published Platt's US Gulf Coast Pipeline Mean 93 PUL (Premium Unleaded) or Platt's US Gulf Coast Waterborne Mean 93 PUL (Premium Unleaded) (depending on the proposed terminal location and product origin) for the time period 12:01 a.m. January 2, 2024 through 12:00 a.m. Midnight January 8, 2024



January 12, 2024

**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, Room 123 in Columbiana, Alabama 35051 (mailing address is the same as physical address): 2:15 p.m. local time on January 18, 2023 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 Regina Lecroy, via email only at rl Lecroy@shelbyal.com.

GENERAL INFORMATION

Shelby County Commission does not require a bid bond for this bid. The exact volume quantity of purchase is unknown but based on historical information, the estimated purchase volume is 125,000 gallons of AV Gas and 100,000 gallons of Jet A annually.

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 the 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. The bidder awarded this contract shall be required to execute the contract document that is included in the bid documents. 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.

Chad Scroggins
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 100,000 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 and Jet A shall normally be full transport amounts, not less than 7000 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 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 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 Shelby 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.
 - 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. Freight charge quoted on pricing sheet should not include surcharge.
 - g. Invoice pricing for Avgas 100LL shall be based on the published Platt's US Gulf Coast Pipeline Mean 93 PUL (Premium Unleaded) or Platt's US Gulf Coast Waterborne Mean 93 PUL (Premium Unleaded) for the time period 12:01 a.m. January 2, 2024 through 12:00 a.m. Midnight January 8, 2024 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, 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. Furthermore, verification of Platt's US Gulf Coast Pipeline Mean 93 PUL (Premium Unleaded) or Platt's US Gulf Coast Waterborne Mean 93 PUL (Premium Unleaded) must be provided with each invoice. Bid price for the Base Av Gas per gallon based on the week average Platt's US Gulf Coast Pipeline Mean 93 PUL (Premium Unleaded) or Platt's US Gulf Coast Waterborne Mean 93 PUL (Premium Unleaded) depending on the proposed terminal location and product origin, the Platt Index used shall be the week average for the period from 12:01 a.m. January 2, 2024 to 12:00 a.m. January 8, 2024, prior to the Thursday Bid opening date and verification of this must be provided as part of the bid submittal.

- h. Invoice pricing for Jet A with Additive shall be based on the week average Platt's US Gulf Coast Pipeline 54 Mean for the time period 12:01 a.m. January 2, 2024 through 12:00 a.m. Midnight January 8, 2024 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, 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. Furthermore, verification of the week average Platt's US Gulf Coast Pipeline 54 must be provided with each invoice. Bid price for the Jet A Price per gallon must be based on the week average Platt's US Gulf Coast Pipeline 54 and must be obtained on Friday, prior to the Thursday Bid opening date and verification of this must be provided as part of the bid submittal.
- i. 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.
- j. Successful vendor shall supply any adapter needed to accommodate coupling of road transport vehicles to our systems.
- k. 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.
- l. 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, at least two major oil company credit cards (i.e. AvCard, AvFuel, etc.)
- 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% (this maximum is average across all cards submitted, it is acknowledged that some individual cards may 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. The types of cards accepted and percent processing rates for each accepted card is required to be submitted with as part of the bid.
- 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.
 - i. Shelby 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.
- 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 may be asked to 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 as supplemental information as part of the bid submittal. The actual sign shall be approved in writing by the county prior to construction and installation.
- 11. **Transition:**
 - a. AvGas and Jet A fuel will be ordered from the successful bidder when a full load can be received. Deliveries of AvGas and Jet A shall normally be full transport amounts, not less than 7000 gallons or, up to approximately 8500 gallons. 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. The current fuel bid expires on February 26, 2024. The successful bidder shall be required to have all card processing equipment installed and operational onsite at the open of business on February 27, 2024. Any orders for bulk fuel that is made after February 26, 2024 will be made from the successful contractor. The exact date of any bulk fuel orders will depend on the need at the airport. Subject to approval by Shelby County and Supplier, contract is for 1 (one) year, but may be extended if approved by

both vendor and County for an additional 2 (two) years for a contract total of 3 (three) years.

Amenities

If your Company provides any amenities other than stated above, for example additional signage, advertising, etc, please list in detail as part of the bid submittal.

Other Requirements

Provide at least 3 references from Alabama or *bordering states*. References should 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. At least one reference MUST meet these requirements, or the bid may be determined to be non-responsive.

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

Av Gas

TERMINAL LOCATION TO BE USED	_____
BASE AV GAS PRICE (per gallon) (Platt's pricing, must match index pricing submitted as required by bid specifications) Indicate US Gulf Coast Pipeline Mean 93 PUL (Premium Unleaded) or US Gulf Coast Waterborne Mean 93 PUL (Premium Unleaded)	\$ _____
BASE AV GAS PRICE (per gallon) (Differential pricing)	\$ _____
FEDERAL EXCISE TAXES (per gallon)	\$ 0.19300 _____
FEDERAL LUST TAX (per gallon)	\$ 0.001 _____
ALABAMA EXCISE TAXES (per gallon)	\$ 0.09500 _____
ALABAMA ENVIRONMENTAL FEE (per gallon)	\$ 0.01200 _____
FEDERAL OIL SPILL (per gallon)	\$ 0.002143 _____
FEDERAL SUPERFUND FEE (per gallon)	\$ 0.00405 _____
FREIGHT (per gallon)	\$ _____
MARKUP (per gallon)	\$ _____
TOTAL PRICE OF ABOVE (per gallon)	\$ _____

JET A

TERMINAL LOCATION TO BE USED	_____
BASE JET-A (W/ ADDITIVE) PRICE (per gallon) (Platt's pricing, must match index pricing Submitted as required by bid specifications)	\$ _____
BASE JET-A (W/ ADDITIVE) PRICE (per gallon) (Differential pricing)	\$ _____
FEDERAL EXCISE TAXES (per gallon)	\$ 0.243 _____
FEDERAL LUST TAX (per gallon)	\$ 0.001 _____
ALABAMA EXCISE TAXES (per gallon)	\$ 0.035 _____
ALABAMA ENVIRONMENTAL FEE (per gallon)	\$ 0.01200 _____
FEDERAL OIL SPILL (per gallon)	\$ 0.002143 _____
FEDERAL SUPERFUND FEE (per gallon)	\$ 0.00405 _____
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 area code) _____

Sworn to and subscribed before me this

The _____ day of _____, 2024

Notary Public

My Commission Expires: _____

SHELBY COUNTY AVIATION FUELS CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between _____ (hereinafter called "Seller") and SHELBY COUNTY COMMISSION (hereinafter called "Buyer") as follows:

1. **AGREEMENT:** Seller agrees to sell and deliver, and Buyer agrees to purchase, received and pays for from Seller, aviation fuel at Buyer's Shelby County storage facility in the quantities and under the terms and conditions set forth in this agreement, and Buyer agrees to purchase, receive and pay for such products under the terms and conditions as herein set forth.
2. **BRANDED PRODUCT:** Seller will provide Aviation Gasoline and JetA fuel as specified herein. Buyer shall sell products hereunder only under the brand names as specified and shall have the right to use the trademarks and brand names contracted for advertising branded products handled by Buyer and in a manner and form satisfactory to Seller. Buyer shall not sell non-branded or alternatively branded products under the trademarks or brand names contracted by Seller. Minimum specifications covering all aspects of this contract shall be as follows:
 - (1) **Product/Specifications:**
 - (a) AvGas 100LL – meets or exceeds ASTM D 910.
 - (b) JetA – 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) JetA – up to 100,000 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.
 - (d) This contract will remain in force for a period of one year, beginning on the 27th day of February 2024, and upon the expiration thereof, may be extended with both parties' agreement for an additional year period upon the same terms and conditions as contained in this contract. This contract may be extended, with the consent of both parties, on a year to year basis on the same terms and conditions for a period of time not to exceed a total of three years.
 - (3) **Product Delivery and Price:**
 - (a) AvGas 100LL per gallon price will be calculated as follows: Successful bidder's price shall be based on the published Platt's US Gulf Coast Pipeline Mean 93 PUL (Premium Unleaded) or Platt's US Gulf Coast Waterborne Mean 93 PUL (Premium Unleaded) obtained on Friday of the previous week, base price per gallon (\$_____ per gallon as of bid

date) Platt's Index Price at time of bid + fixed differential) plus fixed freight of \$_____ per gallon plus fixed markup of \$_____ per gallon plus state taxes of \$0.1050 per gallon plus federal taxes of \$0.19614 per gallon and as shown on bid of seller dated _____, 20____, attached as Exhibit A hereto (and any increase in the rate of taxes specified per specifications), plus Freight Fuel Surcharge, if applicable, as described in the bid specifications and item 2(3)(h) herein.

- (b) Jet A with additive per gallon price will be calculated as follows: Successful Bidder's price shall be based on the published Platt's US Gulf Coast Pipeline 54 Mean, obtained on Friday of the previous week, base price per gallon (\$_____ per gallon as of bid date) (\$_____ Platt's Index Price at time of bid + fixed differential) plus fixed freight of \$_____ per gallon plus fixed markup of \$_____ per gallon plus state taxes of \$0.045 per gallon plus federal taxes of \$0.24614 per gallon and as shown on bid of seller dated _____, 20____, attached as Exhibit A hereto (and any increase in the rate of taxes specified per specifications), plus Freight Fuel Surcharge, if applicable, as described in the bid specifications and item 2(3)(h) herein.

All invoices will reflect the place and date of Rack Price plus all other charges included in the total invoice and specify all fixed and other charges designated in the invoice as a part of the invoice price.

- (c) Deliveries of AvGas shall normally be full transport amounts, not less than 7,000 gallons or up to approximately 8,000 gallons.
- (d) 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.
- (e) Compartment seals installed at the terminal shall be required or delivery of the fuel may be rejected.
- (f) Freight charges shall be based on Seller's closest delivery source to Shelby County, Alabama, regardless of actual source of delivery, other than changes in the delivery source caused by catastrophic "Acts of God" or a shutdown of the source facility that causes a disruption in supply. In other words, if Birmingham, Alabama is the closest source, and for some reason Seller has to deliver from Jacksonville, Florida, the freight charge will be based on delivery from Birmingham, Alabama.
- (g) All freight charges shall be a separate line item on each delivery invoice.
- (h) Freight charges are to be fixed. A freight 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 week's average U.S. No. 2 Diesel Ultra Low Sulfur Retail Price posed 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.

- (i) 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.
- (j) Periodically, Buyer will request information supporting the fuel price charged for a certain delivery. This information shall include the vendor's 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 Buyer and may result in termination of contract.
- (k) Seller shall supply any adapter needed to accommodate coupling of road transport vehicles to our systems.

(4) Credit Cards:

- (a) Supplier shall accept, at least two major oil company credit cards (i.e. AvCard, AvFuel, etc.)
- (b) Seller shall accept state and federal government issued credit cards.
- (c) Seller shall accept other general use credit cards such as, but not limited to Visa, MasterCard, and American Express at a processing fee as shown on the attached submitted bid. 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) Seller shall supply an electronic credit card machine, with all credit card supplies, forms, materials, and etc. without charge to the Buyer.
- (e) Seller 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) Seller must provide toll-free credit card authorization service.
- (g) Seller'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, and flight and/or weather service. The additional listed purchases must be processed at the same fee charge rate as fuel purchases.
- (h) Seller shall reimburse Buyer for credit transmittals by direct deposit to Buyer's bank account of record within two (2) days of receipt.

(5) Credit Terms:

- (a) Seller shall provide the Buyer with forty-five (45) day terms without penalty.
- (b) Other Credit terms may be offered to include prompt pay discounts and be made part of the bid response.

(6) Quality Control/Inspection:

- (a) Seller shall provide Buyer with written product quality reports on a quarterly basis and certification of quality for each delivery.
 - (b) Seller shall inspect all fuel handling equipment on an annual basis and provide the Buyer with inspection reports.
 - (7) Insurance:
 - (a) Seller shall provide at no cost to the Buyer excess Aircraft Fueling Liability Insurance covering all fuel related activity of at least fifty million dollars (\$50,000,000).
 - (8) Emergency Service:
 - (a) Seller shall make available to Buyer a twenty-four (24) hour telephone number, should a problem occur or should Buyer require a weekend fuel delivery.
 - (9) Training:
 - (a) Seller shall provide line service and quality control training to Buyer'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. Seller shall provide annual on-site line service and quality control training to Buyer's employees as necessary and as requested by Buyer.
 - (10) Signage:
 - (a) Seller shall provide one large airport sign for air viewing and decals on ground equipment and fuel farm at no charge to Buyer. 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 Buyer prior to construction and installation.
 - (11) Transition:
 - (a) Fuel will be ordered from Seller when a full load (7,000 – 8,000 gallons) can be received. The delivered fuel will be added to Buyer's existing fuel in tank. All fuel in the tank will then become the responsibility of the Seller.
3. **PRICING:** Buyer agrees to pay for the aviation fuels covered by this contract in accord with the specifications above.
4. **CONDITIONS:** All orders hereunder will be filled with promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event of acts of God, strikes, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do.

In the event Seller's supplier should, at any time during the life of this contract, discontinue the marketing of any or all grades of aviation fuel in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer, and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources or, at Buyer's sole

option, Buyer may then, and in such event, terminate this contract and seek bids for the supplying of all fuels needed or desired by Buyer.

5. **TRADEMARKS:** Seller grants to Buyer a nonexclusive, no-transferable right to use the “Successful Bidder” brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer’s FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of Buyer’s FBO.

6. **HEALTH, SAFETY & ENVIRONMENTAL (“HS&E”) COMPLIANCE:**

1. Product Handling: Buyer shall exercise extreme caution in the storing, handling and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.
 2. Environmental Compliance: Buyer shall observe any and all federal, state and the municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in above ground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.
7. **NOTICE:** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested.

Seller: _____

Buyer: SHELBY COUNTY COMMISSION
Attn: Shelby County Airport
200 West College Street, Room 123
Columbiana, AL 35051

[intentional end of page 5 of 6]

8. **MERGER:** There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the _____ day of _____ 20____.

SHELBY COUNTY COMMISSION

Witness

By: Chad Scroggins, County Manager

Date: _____

Witness

By: _____

Date: _____