STATE OF ALABAMA
COUNTY OF SHELBY

SEALED BIDS - AVIATION FUELS FOR RESALE AT THE SHELBY COUNTY AIRPORT

Sealed bids for AVIATION FUELS FOR RESALE AT THE SHELBY COUNTY AIRPORT will be received in the office of the Chief Financial Officer, Shelby County Administration Building, 200 West College Street-Room 125, Columbiana, Alabama 35051 until **2:00 P.M., December 9, 2026** at which time bids will be opened publicly and read.

GENERAL INFORMATION

The Scope of Work is included in the attached document. Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Any quantities listed in the Scope of Work or Bid Form are estimates only. The County may rely upon the quantities listed in the Bid Form for the purposes of determining the lowest responsible bidder. The County expressly does not guarantee the quantities of products or licenses, as applicable, actually purchased pursuant to an awarded bid.

If you have any questions concerning bid specifications, please submit all questions to Gina LeCroy at rlecroy@shelbyal.com by no later than **12:00 P.M., November 27, 2026.** Responses to these questions, if appropriate, will be posted on the Ebid Portal by close of **December 2, 2026.** Bidders may only rely upon written guidance or responses.

All goods or services provided pursuant to this bid shall be subject to all applicable federal, state, and local laws. At a minimum, the following laws shall apply:

Immigration Law. As required by Ala. Code § 31-13-9, by signing this contract, grant, or other agreement, 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. Consistent with Ala. Code § 41-16-5, contractor by represents and 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.

Economic Boycott. Contractor verifies that the company, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts as defined by Ala. Code § 41-16-160.

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

SUBMISSION REQUIREMENTS

All bids must be sealed and marked in the lower left-hand corner **"BIDS – AVIATION FUELS FOR RESALE AT THE SHELBY COUNTY AIRPORT"** with opening date and time. Bids that are prematurely opened for failure of bidder to properly mark the envelope will not be considered. Late bids will not be opened. All bids must be in writing, printed or in ink, and signed by an authorized representative. Electronic, faxed, or oral bids will not be accepted.

All bidders **must** use our form for submitting their bid. Failure to submit the bid using the format prescribed herein will be reason for disqualification of the bid. Bids will not include State Sales Tax or Federal Excise Tax. Bidder **must** submit documentation as required by the Scope of Work to evidence that bidder is qualified to perform the services herein. Bids **must** also be accompanied by the following forms certifying compliance of laws as provided above:

1. Beason Hammon Certificate (attached for convenience)
2. Everify MOU with DHS (may be accessed at www.everify.gov)
3. Certificate of Compliance with Act 2016-312 (attached for convenience)
4. Certificate of Compliance with Act 2023-409 (attached for convenience)
5. W-9 (may be accessed at https://www.irs.gov/pub/irs-pdf/fw9.pdf)

The County takes its responsibility under the Alabama Open Records Act very seriously. Any bids or submissions shall be considered by the Commission to be a public writing and subject to request pursuant to Ala. Code §§ 36-12-40, *et seq.* Should bidder believe that any part of its submission is exempt from public review, bidder shall submit a separate, redacted copy prominently marked as "REDACTED," accompanied with a letter detailing each redacted section and the legal exception therefore (*e.g.,* trade secret or proprietary). For the avoidance of doubt, the Bid Form and pricing information submitted shall not be considered as confidential, trade secret, or proprietary and will be subject to public disclosure whether or not redacted by bidder. By submitting a redacted copy, bidder shall indemnify and hold harmless and fully participate in the defense of the County in response to any open records request and any and all legal claims, lawsuits, or complaints of whatever nature, including any remedies at law or equity, as well as attorney's fees costs relating to the defense or to any prevailing party, associated with the redacted portions of bidder's submission.

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.

Please provide your bid response in triplicate, one original and two copies.

RESERVATION OF RIGHTS AND DISQUALIFICATION OF BIDS

The County Commission reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsive bidder. Bids may be disqualified before awarding of the contract for any of the following:

1. Failure to mark envelope as required.
2. Failure to sign or notarize the bid document.
3. Failure to include requested information, samples when specified or other details of the bid.

METHOD OF AWARD

The award will be made to the lowest responsible bid meeting specifications for each item bid. It is not the policy of the Shelby County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, and past service and experience are among the factors that may be considered in determining the responsible bid.

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. Successful bidder will be notified of the award, and successful bidder and the County will enter into a contract in substantially the same format as provided herein.

Records showing successful bidder 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 bid file and Commission Minutes.

CONTRACT PERIOD/PRICING

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 under the same terms and conditions. Upon awarding of this contract and bid, the Shelby County Commission reserves the sole right to end said contract at their sole discretion.

Chad Scroggins

Chad Scroggins
County Manager

SHELBY COUNTY AIRPORT

Aviation 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 ASTMD 910
   b. Jet A – meets or exceeds ASTMD 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 and Jet A shall normally be full transport amounts, not less than 7000 gallons or, up to approximately 8500 gallons. All deliveries must be made with a truck equipped with a pump in in the event the load has to be split between the Fuel Farm, and Self-Serve tanks. There shall be no additional charge if a load has to be split.
   b. All deliveries shall be made within 72 hours of order placement. Supplier and successful bidder understand and agree that failure to deliver orders within 72 hours may result in Shelby county having insufficient fuel on hand to meet its customer's needs. Any deliveries made after the 72 hour deadline other than delays caused by catastrophic "Acts of God", or unscheduled refinery closures, that cause a disruption in supply or delivery, may be subject to a penalty.
   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. Use the US as the location for pricing. No other calculations can be used, and no other charges may be added. Freight charge quoted on pricing sheet should include all freight cost including any fuel surcharge amounts applicable at the time of bid based on the specified index. Any changes in the average U.S. No. 2 Diesel Ultra Low Sulfur Retail Price posted each Monday on the Department of Energy website shall be used to calculate fuel surcharges during the contract period based on the delivery date of the fuel that are in excess of those included at the time of bid shall be allowed and shown as a separate line item on any invoices and shall be calculated using the method described above.

g. Invoice pricing for Avgas 100LL shall be based on the published Platts US Gulf Coast Pipeline Mean 93 PUL (Premium Unleaded), obtained on Monday, November 23rd, 2026 which is for the time period 12:01 a.m. through 12:00 a.m. Midnight, Sunday, November 29th, 2026 and shall reflect cost of product at bulk storage facility before it is loaded for over the road transportation, freight, Federal Superfund Excise Tax, Federal Excise Tax, Federal Lust Tax, Alabama State Excise Tax, Alabama Underground Storage Fee, prompt payment discounts, and any other applicable charges listed as separate line items on invoice. Furthermore, verification of the Platt's US Gulf Coast Pipeline Mean 93 PUL (Premium Unleaded) must be provided with each invoice. Bid price for the Base Av Gas per gallon based on the 5 day average Platt's US Gulf Coast Pipeline Mean 93 PUL (Premium Unleaded) and must be obtained on Wednesday, November 25th, prior to the Wednesday, December 9th 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 previous weeks 5 day average Platts US Gulf Coast Pipeline 54 Mean and shall reflect cost of product at the bulk storage facility before it is loaded for over the road transportation, freight, Federal Superfund Excise Tax, Federal Excise Tax, Federal Lust Tax, Alabama State Excise Tax, Alabama Underground Storage Fee, prompt payment discounts, and any other applicable charges listed as separate line items on invoice. Furthermore, verification of the 5 day average Platts US Gulf Coast Pipeline 54 must be provided with each invoice. Bid price for the Jet A Price per gallon must be based on the 5 day average Platts US Gulf Coast Pipeline 54 and must be obtained on Wednesday, November 25th, prior to the Wednesday, December 9th 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 price as shown on their bid form 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. All invoices shall be shown broken down according to the bid form.

k. A snapshot of the Platts price for each invoice shall be provided with each order's invoice.

l. Successful vendor shall supply any adapter needed to accommodate coupling of road transport vehicles to our systems.

m. On the Bid Form the Bidder shall provide the following information for both AvGas and Jet A: location of supplier's closest primary 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.

n. 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 3.5% (the average across all cards submitted, shall not exceed 3%). 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 magnetic 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 12, 2027. The successful bidder shall be required to have all card processing equipment installed and operational onsite at the open of business on February 12, 2027. Any order for bulk fuel that is made after February 12, 2027 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, branded windsocks, 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.

BID FORM

By signing below, Bidder certifies the following: **Initial**

Bidder has read the Invitation to Bid and Scope of Work and certifies that the goods and services offered herein meet all requisite specifications. _____

Bidder shall comply with all applicable federal, state, and local laws. _____

Bids submitted are firm and no claims for errors will be made after bids are opened and subsequent thereof. _____

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

Jet A: Up to 120,000 gallons per year

Av Gas

TERMINAL LOCATION TO BE USED _____

BASE AV GAS PRICE (per gallon) $_____
(Platts pricing, must match index pricing submitted as required by bid specifications)
(Platt's Index Only)

BASE AV GAS PRICE (per gallon) $_____
(Differential pricing)
(Separate from the line above, Differential Only)

FEDERAL EXCISE TAXES (per gallon) $ 0.193000

FEDERAL LUST TAX (per gallon) $ 0.001000

FEDERAL SUPERFUND EXCISE TAX (per gallon) $ 0.004290

ALABAMA EXCISE TAXES (per gallon) $ 0.095000

ALABAMA UNDERGROUND STORAGE (per gallon) $ 0.010000

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) $_____
(Platts pricing, must match index pricing
Submitted as required by bid specifications)
(Platt's Index Only)

BASE JET-A (W/ ADDITIVE) PRICE (per gallon) $_____
(Differential pricing)
(Separate from the line above, Differential Only)

FEDERAL EXCISE TAXES (per gallon) $ 0.193000

FEDERAL LUST TAX (per gallon) $ 0.001000

FEDERAL SUPERFUND EXCISE TAX (per gallon) $ 0.004290

ALABAMA EXCISE TAXES (per gallon) $ 0.095000

ALABAMA UNDERGROUND STORAGE (per gallon) $ 0.010000

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 _____, 202_

_____
Notary Public
My Commission Expires: _____

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (Act 2011-535, as amended by Act 2012-491)

STATE OF ALABAMA §
§
COUNTY OF _____ §

The undersigned, as a duly authorized representative of _____, (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____with Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Act 2011-535 of the Alabama Legislature, as amended by Act 2012-491 (hereinafter "the Act").

2. Using the following definitions from Section 3 of the Act, Contractor has selected the appropriate description of its business structure and indicated the same by initialing its choice below:

   BUSINESS ENTITY. *Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:*

   a. *Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.*
   b. *Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.*

   EMPLOYER. *Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.*

   _____(a) Contractor is a business entity or employer as those terms are defined in Section 3 of the Act.
   _____(b) Contractor is **NOT** a business entity or employer as those terms are defined in Section 3 of the Act.

3. 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.

4. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312
(BOYCOTT CERTIFICATE)

The undersigned, as a duly authorized representative of _____,
(the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of Alabama Act 2016-312.

2. In compliance with said Act, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

CERTIFICATE OF COMPLIANCE WITH ACT 2023-409
(ECONOMIC BOYCOTT CERTIFICATE)

The undersigned, as a duly authorized representative of _____, (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act 2023-409 of the Alabama Legislature.

2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.

3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
   a. Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
   b. Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
   c. Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
   d. Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
   e. Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____