



## CALHOUN COUNTY COMMISSION

ENGINEERING DEPARTMENT  
160 SEATON DRIVE  
ANNISTON, ALABAMA 36205  
TELEPHONE (256) 237-4657

RODNEY MCCAIN  
County Engineer

### COMMISSIONERS

FRED WILSON  
District 1

DANNY SHEARS  
District 2

CAROLYN HENDERSON  
District 3

TERRY HOWELL  
District 4

LEE PATTERSON  
District 5

July 3, 2024

### INVITATION TO BID

The Calhoun County Commission will on Tuesday, August 6, 2024, at 2:00 p.m., Central Time, receive competitive sealed bids for the Purchase of GASOLINE, DIESEL FUEL, and KEROSENE BID NO. FY25-20(a). Sealed bids with "BID NO. FY25-20(a) GASOLINE, DIESEL FUEL, AND KEROSENE", and the date and time bids are to be opened, written or typed on the outside of the envelope or package in which the bid is contained, must be submitted to the Calhoun County Commission, 1702 Noble Street, Suite 103, Anniston, Alabama 36201, no later than 2:00 p.m., Central Time, August 6, 2024. At the foregoing time on the foregoing date all responses to this invitation to bid will be publicly opened and read aloud in the Calhoun County Commission Meeting Room in the Calhoun County Administration Building, 1702 Noble Street, Anniston, Alabama.

Delivery will be to various Calhoun County Departments in various quantities as needed and at various locations. Circumstances may require the need for more than one delivery per week of gasoline and/or diesel fuel to the various locations.

### LOCATIONS:

Calhoun County Highway Department - 160 Seaton Drive  
Anniston, AL 36205

Calhoun County Sheriff's Office - 400 West 8<sup>th</sup> Street  
Anniston, AL 36201

Calhoun County Landfill - 3625 Morrisville Road  
Anniston, AL 36201

### TANK SIZE AND TYPE:

Calhoun County Highway Department – 5,000 (gas) (above ground)  
10,000(diesel) (above ground)

Calhoun County Sheriff's Office – 12,000 (gas) (underground)  
500 (diesel) (underground)

Calhoun County Landfill – 500 (diesel) (above ground)

**DELIVERY TIMES:** Monday – Thursday, between the hours of 6:00 A.M. – 4:30 P.M.

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**ESTIMATED ANNUAL USAGE:**

Calhoun County Highway Department –	Gas: 35,550 gal
	Diesel: 78,000 gal
Calhoun County Sheriff’s Office -	Gas: 72,000 gal
	Diesel: Less than 5,000 gal
Calhoun County Landfill -	Diesel: 18,000 gal

**CONTRACT PERIOD:** Establish a 12-month contract with an option to extend for a second and third 12-month period with the same pricing, terms and conditions. The second and third 12-month, if agreed by both parties, would begin the day after the first or second 12-month period expires. Any successive extension must have written approval of both the county and bidder no later than 30 days prior to expiration of the previous 12-month period.

**TERMS:** All bids for fuel are to be based upon terminal rack price. All prices shall be submitted as “cents per gallon” over terminal rack. Costs must include all freight/transportation cost; applicable inspection fees; operating cost, including equipment, materials, and supplies of the bidder; and any other fees, taxes or charges that will be due from County to the bidder. No surcharges, delivery/transportation costs, or any other type of fee or charge will be paid that is not included in the submitted margin above terminal rack price. A copy of Calhoun County Motor Fuel Tax Exemption License will be furnished to the awarded bidder.

**LENGTH:** The contract will be in effect for a period from October 1<sup>st</sup> of current year until September 30<sup>th</sup> of the following year.

**QUANTITY:** The exact quantity of purchases for each item listed is not known. Calhoun County does not guarantee that the County will buy any amount. Orders will be placed as needed and will give complete shipping instructions.

**Supply:** In the event of nationwide shortages of fuel supply, the successful bidder shall conform to Federal Regulations for allocation of fuel to governmental entities for the health and safety of its citizens. Fuel allocations on that basis shall not be diverted by the bidder to retail trade. Nor shall it be the basis for the bidder to withdraw from this contract.

The bidder shall provide fuel during an emergency. An emergency can be declared by the County, at its sole discretion, and may consist of natural and manmade disasters including, but not limited to, severe storms, hurricanes, wild fires, flooding, warfare, civil unrest, terrorism and fuel disruption due to refinery or pipe line being closed.

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Delivery of fuel under emergency conditions to the County, will be agreed upon by the County and bidder at the time the request is made. Expected delivery will be twenty-four hours but should not exceed seventy-two hours.

The bidder shall furnish emergency fuel to the County on a first-serve basis. For purposes of this Invitation to Bid, first-serve basis means the Successful Bidder will deliver fuel to the County before delivering fuel to non-governmental entities and use the closest appropriate terminal for obtaining fuel.

**ACCOUNTS/INVOICING:** Selected bidder will supply a pricing report with the terminal rack cost listing the mark date/day/time of the terminal rack price used as the basis for pricing for each day that fuel is purchased.

The order will be charged based on the request of (a) <5000 gallons (US), and (b) ≥5000 gallons (US)

All bids for fuel are to be based upon terminal rack price.

**All prices shall be submitted as “cents per gallon” over terminal rack.**

**Costs must include all freight/transportation cost; applicable inspection fees; operating cost, including equipment, materials, and supplies of the bidder; and any other fees, taxes or charges that will be due from County to the bidder.**

**No surcharges, delivery/transportation costs, or any other type of fee or charge will be paid that is not included in the submitted margin above terminal rack price. Except as stated below in this Invitation to Bid.**

**NON-LOCAL TERMINAL:** If bidder is unable to supply the requested product from the local terminal (Anniston/Oxford), due to extenuating circumstances, the bidder shall furnish to the Calhoun County Commission verifiable facts and location of the secondary terminal for authorization. Bidder must notate on the enclosed bid tabulation sheet the additional freight cost from the secondary Non-Local Terminal as cost per mile.

**A copy of Calhoun County Motor Fuel Tax Exemption License will be furnished to the awarded bidder.**

Expenses for the development and delivery of bids are entirely the responsibility of the bidder and shall not be chargeable to Calhoun County (herein sometimes referred to as the “County”) or the Calhoun County Commission (herein sometimes referred to as the “Commission”).

All bids, and proposal materials submitted shall become the property of the County.

Each bidder is expected to examine all documents, forms, specifications, standard provisions and all instructions. Failure to do so will be at the bidder’s risk.

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Any bid not received in writing at the Calhoun County Commission, 1702 Noble Street, Suite 103, Anniston, Alabama 36201, by the date and time specified will be declared a late bid and rejected. The Commission will not be responsible for any delays in delivery. It is solely the responsibility of the each bidder that his/her/its bid reaches the bid opening on time. Any bid received after the date and time specified for receipt of bids will be returned unopened.

Bids or alterations of bids by wire, e-mail, facsimile transmission or telephone will not be accepted.

Bid openings are open to the public.

The Commission reserves the right to reject any and all bids and to waive any defect or informality in any bid or the bidding process.

Except as otherwise provided or allowed by law, if the Commission accepts a bid in response to this Invitation to Bid, it will accept the bid of and award the contract to the lowest, responsive, responsible bidder. Factors, which will be considered in determining the lowest responsive, responsible bidder, are meeting and conformity to specifications, price, quality, bidder's ability to provide services and maintenance, and the past performance of bidder on contracts with other entities, and such other factors as are provided or allowed by law. Notwithstanding anything else herein provided the Commission reserves the right, to apply, to the extent allowed by law, the local preference, provided in § 41-16-50, Code of Alabama 1975, as amended, for a bid for an item or items of personal property from a resident responsible bidder.

**Alabama Immigration Law Compliance Contract:** The selected bidder agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, the selected bidder shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the selected bidder's hiring practices to execute an affidavit to this effect on the form supplied by the County and return the same to the County. The selected bidder shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the County may require to confirm the selected bidders' enrollment in the E-Verify Program. The selected bidder agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If the selected bidder receives *actual knowledge* of the unauthorized status of one of its employees in the State of

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Alabama, it will remove that employee from the project, jobsite or premises of the County and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The selected bidder shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If the selected bidder violates any term of this provision, this agreement will be subject to immediate termination by the County. To the fullest extent permitted by law, the selected bidder shall defend, indemnify and hold harmless the County from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to the selected bidder's failure to fulfill its obligations contained in this paragraph.

The selected bidder will be required to submit a properly completed and executed Internal Revenue Service Form W-9 and a Calhoun County Business License simultaneously with entering into a contract to provide materials as herein provided.

**The awarding of this Bid is not a notice to proceed. A purchase order must be obtained before any items/work can be purchased/performed.**

All inquires concerning these specifications should be directed in writing to:

Rodney P. McCain  
160 Seaton Drive  
Anniston, AL 36205  
Phone: (256) 237-4657

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**BID FORM**

PLEASE WRITE OR TYPE ON OUTSIDE OF ENVELOPE OR PACKAGE CONTAINING THE BID: BID NO. FY25-20(a) GASOLINE, DIESEL FUEL AND KEROSENE, and the DATE AND TIME BIDS ARE TO BE OPENED.

*One original and one copy of completed bid, and the other information, requested in the invitation to bid, are to be submitted in sealed envelope or package containing your bid.*

PLEASE MAIL OR HAND DELIVER BIDS TO: Calhoun County Commission, 1702 Noble Street Suite 103, Anniston, Alabama, 36201, such that your bid is received by the Calhoun County Commission NO LATER THAN TUESDAY, August 6, 2024, AT 2:00 P.M., CENTRAL TIME.

**All prices shall be submitted as “cents per gallon” over terminal rack.**

**Costs must include all freight/transportation cost; applicable inspection fees; operating cost, including equipment, materials, and supplies of the bidder; and any other fees, taxes or charges that will be due from County to the bidder.**

**No surcharges, delivery/transportation costs, or any other type of fee or charge will be paid that is not included in the submitted margin above terminal rack price.**

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

(Signature of bidder or authorized representative of bidder)

PRINTED NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

COUNTY: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

THE CALHOUN COUNTY COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

**Please put your completed Bid Form as the first page of your bid.**

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No surcharges, delivery/transportation costs, or any other type of fee or charge will be paid that is not included in the submitted margin above terminal rack price.

<b>(a) Delivery of Fuels to County Owned Tanks &lt; 5000 gallons</b>	<b>Cost (cents) per gallon over rack</b>	<b>Terminal Location</b>
REGULAR UNLEADED GAS (NO OR < 10% ETHANOL)		
MID-GRADE UNLEADED GAS (NO OR < 10% ETHANOL)		
PREMIUM UNLEADED GAS (NO OR < 10% ETHANOL)		
REGULAR UNLEADED GAS (10% ETHANOL)		
MID-GRADE UNLEADED GAS (10% ETHANOL)		
PREMIUM UNLEADED GAS (10% ETHANOL)		
DIESEL #2 (ULS) (CLEAR, NOT RED-DYED)		
UL DIESEL FUEL		
OFF ROAD DIESEL FUEL		
ETHANOL E85		
KEROSENE		
<b>(b) Delivery of Fuels to County Owned Tanks ≥ 5000 gallons</b>	<b>Cost (cents) per gallon over rack</b>	
REGULAR UNLEADED GAS (NO OR < 10% ETHANOL)		
MID-GRADE UNLEADED GAS (NO OR < 10% ETHANOL)		
PREMIUM UNLEADED GAS (NO OR < 10% ETHANOL)		
REGULAR UNLEADED GAS (10% ETHANOL)		
MID-GRADE UNLEADED GAS (10% ETHANOL)		
PREMIUM UNLEADED GAS (10% ETHANOL)		
DIESEL #2 (ULS) (CLEAR, NOT RED-DYED)		
UL DIESEL FUEL		
OFF ROAD DIESEL FUEL		
ETHANOL E85		

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<b>(a) Delivery of Fuels to County Owned Tanks &lt; 5000 gallons</b>	<b>Cost (cents) per mile</b>	
REGULAR UNLEADED GAS (NO OR < 10% ETHANOL)		
MID-GRADE UNLEADED GAS (NO OR < 10% ETHANOL)		
PREMIUM UNLEADED GAS (NO OR < 10% ETHANOL)		
REGULAR UNLEADED GAS (10% ETHANOL)		
MID-GRADE UNLEADED GAS (10% ETHANOL)		
PREMIUM UNLEADED GAS (10% ETHANOL)		
DIESEL #2 (ULS) (CLEAR, NOT RED-DYED)		
UL DIESEL FUEL		
OFF ROAD DIESEL FUEL		
ETHANOL E85		
KEROSENE		
<b>(b) Delivery of Fuels to County Owned Tanks ≥ 5000 gallons</b>	<b>Cost (cents) per mile</b>	
REGULAR UNLEADED GAS (NO OR < 10% ETHANOL)		
MID-GRADE UNLEADED GAS (NO OR < 10% ETHANOL)		
PREMIUM UNLEADED GAS (NO OR < 10% ETHANOL)		
REGULAR UNLEADED GAS (10% ETHANOL)		
MID-GRADE UNLEADED GAS (10% ETHANOL)		
PREMIUM UNLEADED GAS (10% ETHANOL)		
DIESEL #2 (ULS) (CLEAR, NOT RED-DYED)		
UL DIESEL FUEL		
OFF ROAD DIESEL FUEL		
ETHANOL E85		