

SOUTH ALABAMA PURCHASING ASSOCIATION

a division of the SOUTH ALABAMA REGIONAL PLANNING COMMISSION

110 Beauregard Street
Mobile, Alabama 36602

RFB NUMBER: SAPA 2019-03

**FUEL DISPENSING, PETROLEUM PRODUCTS AND
MANAGEMENT SERVICES**

**COMPETITIVE SEALED PROPOSALS WILL BE RECEIVED NO LATER THAN
Wednesday, July 31, 2019 at 10:00 A.M. LOCAL TIME,
AT THE FOLLOWING LOCATION:**

**SOUTH ALABAMA PURCHASING ASSOCIATION
% SOUTH ALABAMA REGIONAL PLANNING COMMISSION
110 BEAUREGUARD STREET
MOBILE ALABAMA 36602**

**Attn: Wayne Smith,
SAPA Coordinator**

Hand deliver to:
SAPA C/O SARPC
Attn: Wayne Smith, Coordinator
110 Beauregard Street
Mobile, Alabama 36633

Mail to:
SAPA C/O SARPC
Attn: Wayne Smith, Coordinator
PO Box 1665
Mobile, Alabama 36633



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I. Introduction

The purpose for this RFB is to establish a one (1) year with an option to renew for two (2) additional years with a vendor that will provide the "South Alabama Purchasing Association" (hereafter named SAPA):

Total Fuel Dispensing, Petroleum Products and Management Service.

RFB Objective:

To reduce fleet fueling and lubrication cost, improve service, and reduce environmental risks.

Purpose of RFB:

To seek a vendor to consign fuel to "SAPA" members' tanks and to establish retail outlets throughout the South Alabama area. It is preferred that retail sites have gas, oil and diesel and are open 24 hours. The fuel management system must be capable of electronically billing to any individual department of the participating agency.

RFB Details:

Costs of fuel will be by day or week, stated as a base price determined by the Mobile County, Alabama (OPIS) weekly average plus a markup rate over OPIS (MARGIN) for full tanker loads over 7,000 gallons and a separate rate for tanker loads under 7,000 gallons, which MARGIN is to include vendor's profit and any and all other costs associated with making the product available to the user.

The vendor is to be responsible for all maintenance (except for vandalism) required by the system from base of the dispensing unit, to include the dispensing unit, to the card reader control unit and any and all equipment above ground related to dispensing of fuel. The vendor will also provide a bid price for bulk lubricants as outlined in this RFB that meet minimum OEM specifications.

II. Instructions to Bidder

RFB must be submitted in a sealed envelope(s) with the Request for RFB number, Title of Proposal, Vendor's name and address indicated on the outside of the envelope. All RFB's shall be submitted in the same order/format as the Request for ITB outline. Failure to do so may be grounds to reject the RFB. All RFB's must be submitted in ink or typewritten. All Vendors must submit their RFB with one (1) original, (1) copy, and one (1) electronic copy (preferably on a Flash Drive).



III. Fuel Cost Program

Vendors shall submit RFB for a MARGIN over OPIS cost for purchases made at retail facilities and at member facilities, if different for the following products:

ITEMS TO BE BID:

- **Regular Unleaded Gasoline (87-88 Octane)**
- **Regular Unleaded Gasoline 87+ with ValvTect Marine Grade Additive**
- **Unleaded Plus Gasoline (89-90 Octane)**
- **Premium Unleaded Gasoline (91 and above octane)**
- **Number 2 Diesel Fuel (ultra low sulfur)**
- **Off-road Diesel Fuel**
- **Gasoline, Non-Ethanol**
- **Gasoline may contain no more than 10% Ethanol**
- **Supreme 5W-20, 30**
- **Supreme Synthetic**
- **Delo 400 Multigrade or equivalent**
- **111/Mercon ATF or equivalent**
- **V ATF**
- **400 SAE 30**
- **1000 THF**
- **Rykon ISO or equivalent**
- **Gear Lub**
- **Dexos Synthetic or equivalent**
- **Blue Blood DEF (Diesel Exhaust Fluid)**
- **VALVTECT Marine Gasoline Additive (VMGA)**

Fuels shall be the standard industry product, suitable for motor vehicle usage.

The routine tank fills of gasoline and diesel fuel must be delivered within 48 hours of order submittal.

A fuel additive such as ValTect marine grade additive may be ordered by the SAPA member placing the order. If the ValTect Marine Grade Additive is specified, that additive must be provided for this particular product has proven to work successively better than other additives that claim to be equivalent to ValTect.

Vendors must submit a (combined or separate) MARGIN(s) for the above on the basis of purchases at "SAPA Member's Fuel Islands" and purchases at retail locations. All RFB's for fuel are to be based upon the OPIS net weekly average. In submitting a RFB, the vendor must propose an amount of "markup" over OPIS which is added to the weekly OPIS average rack price for Mobile County, Alabama per gallon price for these products.

The margin over OPIS shall include the following items of cost" "Hazardous Substance Superfund" Tax, "Oil Spill Liability Trust Fund" Tax, applicable inspection fees, all



transportation cost, insurance, and any other operating cost plus vendor profit. Margin over OPIS shall not include federal excise taxes, or State, County and City taxes. Vendor shall accept and honor appropriate exemption certification agencies and file these certificates with U.S. Internal Revenue Service or other governmental agencies as required so that these taxes will not be billed to the using agency.

All RFB's shall contain itemized costs for any equipment, materials, or supplies needed and what payment terms will be required. Vendors must quote all maintenance costs on any new or existing equipment and what payment terms will be required. Vendors are to replace existing island control units, if needed, upon approval of the Member. Cost of such replacement is to be identified separate from fuel/lubricant cost and is to be quoted as a separate monthly charge over a 36-month period and as a lump sum price if discount is offered for one lump sum purchase.

Vendor must provide SAPA with as many PIN numbers and vehicle fuel cards as needed at no cost. Fuel cards are to be "Product Specific" to prevent misfueling between *diesel* and *gasoline products*.

IV. Estimated Needs

(Estimated Annual Fuel Usage): 550,000 gallons (total of gas and diesel products)

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

V. Specific Fuel Proposal Requirements

Vendors submitting an RFB shall provide a definite plan for meeting or exceeding our objectives as follows:

Ownership and maintenance of all inventories will be the responsibility of the vendor. Reduce the risk of environmental damage and subsequent liability involving the SAPA Membership underground storage tanks.

Eliminate or increase fuel sites as to best meet "SAPA" objectives as outlined in the introduction.

Vendor shall provide an efficient fuel management program that give members a complete accounting of fuel related expenses.

Vendor must submit a detailed plan which outlines how existing card readers, etc. are to be replaced.

Vendor must submit a detailed plan, which outlines how site maintenance is to be performed. An eight (8) hour maximum response time is required if the fuel site is down and 24-hour response time is required for all other problems.



If environment constraints require the provision of special fuel, the pricing of which is not available from the contract OPIS source, Vendors are to provide an alternate source with concurrence by SAPA members.

Vendor shall interface with SAPA members existing system to assure that functionality currently available remains. Should vendor propose to replace the existing island control units, then such replacement must be approved by the SAPA member.

SAPA member's travel area includes Mobile, Baldwin, and Escambia County, Alabama to include all cities and eligible entities in this tri-county area. At this time, no members are located in Escambia County, Alabama, though there may be new members from this area in the future.

Vendors must provide retail sites (the use of fuel card access) at various locations within these counties. Also, SAPA members travel the entire state of Alabama and in some instances the surrounding states.

Vendor shall submit a list of fueling sites in Alabama and neighboring states available sites with their proposals. Failure to submit these sites or ability to provide these sites will be considered non-responsive on this RFB.

NOTE: All vendors must submit their bids in the order the RFB is written or the proposal will not be considered responsive.

VI. Basic Fuel Proposal Qualifications

Vendors must offer a detailed explanation of each qualification listed as follows:

- A.** Ability to support SAPA's fueling facilities.
- B.** Commercial fueling facilities

Vendor must provide a toll free telephone number and explain its telephone support, and respond within 30 minutes.

Vendor must explain their provision for billing multiple agencies and levels of government. Vendor will be required to provide detailed transactions, records, and reports.

Please explain in detail, the process of billing and provide an example of a billing invoice along with department break down which must be included. Vendors are required to have all applicable licenses including business licenses or other items needed for contractors providing these services.

Vendor must explain its approach to support alternative fuels.

Vendor must, in its proposed system and services, explain how it meets all state and federal standards; current and proposed, e.g. environmental, electronic data transfer, billing, etc.



Vendor must describe its future expansion capability as it related to "SAPA".
Vendor must explain in detail its security for system billing, card control, fuel dispensing, and risk management.

Vendor must submit its methodology for electronic data interchange with the existing "SAPA members" computer configuration.

Vendor must provide in detail, a plan for emergency dispensing of fuels in case of equipment failure, electrical outage, major storm event including but not limited to a hurricane.

VII. PETROLEUM PROGRAM COSTS

SAPA has listed minimal basic products as examples for quoting in attachment B, however Vendors must quote a flat cost discount across product lines for providing lubricants to the various SAPA members' sites. It is understood that pricing for lubricants at retail sites will be at market price.

All products offered are to be labeled and registered by the same company. Complete product specification sheets must be provided for every product ordered or any other information sheets and *MSDS Sheets* as required by local, state, and federal laws.

Please Note:

The use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, services, or equipment considered best adapted for SAPA Members.

DELIVERY: May be to all SAPA locations and future locations.

*Purchase orders or purchase agreement will be issued by the individual SAPA Member.

**The purpose of SAPA is to address the members' needs by producing and sending Bid's for products or services to qualified bidders. When information is received from the Bid, data is compiling and sent to SAPA members for a vote as to which bid complies with specifications and pricing has been given. Votes will be tabulated then the vendor receiving the greatest number of votes will be notified at which time a contract will be written by SAPA for member organizations and be awarded to the low bidder meeting all specifications within the Bid as voted by members.*

F.O.B. Destination, via best way.

Bulk deliveries are to be made with properly cleaned equipment and through properly certified metering devices meeting all state and federal specifications.

Drum Containers: The Vendor shall pick-up all empty drums at no charge if;

(1) The drums are empty



(2) Plugs or caps are in place

Only drums and case goods that bear an *original manufacturer seal* and *batch number* will be accepted.

PRICES: Vendors must include transportation costs in quoted prices.

TAX: SAPA members are exempt from all Federal Tax along with and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

NOTE:

Prices quoted herein for lubricant products are guaranteed firm for the initial period of the contract. Prices for any increase to the contract will be subject to adjustments based on escalation or de-escalation in the consumer price index for petroleum products. Vendor may pass along any price increases due to market volatility, subject to approval of SAPA Membership. The vendor is required to notify SAPA Membership in writing at least 30 days prior to the price change if applicable.

Note:

Vendor awarded contract will provide official documentation verifying *OPIS pricing* of ordered product which will accompany all billing invoices. Failure to do so will result in vendor not meeting the contractual agreements.

VIII. Waste Oil

Vendors will collect, transport, recycle, and dispose of all non-hazardous materials as listed; at service intervals set forth in accordance with the terms and conditions of this agreement.

Vendor agrees to collect, transport, recycle, and dispose of all listed non-hazardous materials in accordance with all existing federal, state and local laws.

Vendor agrees to provide equipment if needed to the various "SAPA members" for the collection of waste oil.

The parties agree to be bound by the laws of the *State of Alabama* and in the event that legal action is necessary to enforce the terms and conditions of this agreement.

All changes or modifications to the Agreement shall be in writing and signed by both parties.

Vendor shall collect the material on a scheduled basis as set forth in this agreement.

Vendor has the absolute right to reject any hazardous materials or non-conforming materials and title to such materials shall not transfer until accepted by vendor.



Vendor shall, in their RFB, explain their policy on any recycled product compensation back to the various SAPA members and submit a quote for that product based on a per gallon price.

IX. Evaluation Criteria/Cost ITB

RFB's will be evaluated, and the contract awarded, on the basis of the following criteria, letter A thru D, and price alone will not be the sole determining factor in the award of this contract.

A. Vendors experience in Fuel Disbursement and Management Service

Vendor must demonstrate its success by supplying a list of individual clients as references. The vendor must have demonstrated those capabilities within the past 12 months immediately prior to the release of this RFB. In addition, the vendor must include one copy of each of the two most recent fuel disbursements and management services program.

B. Vendors overall approach to meet or exceed our requirements outlined in section IV.

Vendors must indicate in detail as to how they intend to design a system that will result in a more manageable and cost effective fuel dispensing and management system.

C. Vendors Implementation and Operational Capabilities

The bid by the vendor must offer a detailed explanation of its approach to implementing this program and the operational and administration functions as outlined in Section V.

D. Program Cost

Vendors must itemize all associated costs as outlined in the Introduction Section. The program costs are to be evaluated based upon the realism, reasonableness, and credibility of prices submitted.

X. Special Terms and Conditions

A. Term of Contract

It is the desire of SAPA that this contract remain in effect for a period of one (1) year with an option for two (2) additional years, beginning on the first day of fueling (but no later than 60 days from date of award of this proposal) subject to funding for the various "SAPA" members on a year-to-year basis. Also, see paragraph C below.



B. Contract

The ITB, Vendors RFB, the acceptance of the RFB whether in part or whole, and the Letter of Award to the successful vendor shall constitute a contract unless otherwise stated.

C. Contract Commencement

Successful vendor shall immediately, upon Notice of Award proceed to secure any equipment, gather and disburse any information or data necessary to proceed with the execution of the contractual services of this proposal.

D. Termination

Any SAPA member, may, by a 30-day written notice, terminate this contract, in whole or in part if vendor fails to perform adequately the services, terms, or promises vendor proposed in their response to this RFB.id.

E. Non-Availability of Funds

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

F. Price Adjustment

SAPA: will review fully documented requests for price increases to be effective after one year. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of proposal and can be shown to directly affect the price of the fuel management system. Vendor must give a 30-day written notification of price increase.

Vendor must also offer likewise any reduction in prices.

X. General Terms and Conditions

A. Applicable Law

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



State of Alabama located in Mobile County, Baldwin County, Escambia County or any other county that may be participating within SAPA.

B. Severability

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

C. INSURANCE

XI. General Terms and Conditions

The Purchase Order will not be issued and Contractor shall do no work until the certificates of insurance acceptable to the Owner has been filed with the Owner and approved.

Certificate of Insurance

Submit certificate of insurance on AIA Document G-705 entitled "Certificate of Insurance", enclosed herein, or other suitable form provided by the Insurance Company.

Notification of Owner Re: Termination/Expiration

Each and every policy shall contain an endorsement stating that insurance company will not, prior to completion of project or any policy expiration date shown on policy and certificate, whichever occurs first, terminate policy or change any coverage therein without first mailing by registered mail, written notice of such action at least thirty (30) days prior to termination or change, to Owner at whose request the policy and certificate are issued.

Insurance Companies Coverage of all insurance shall be in acceptably strong companies with a minimum rating of A+AA in Best's Insurance Guide, or lacking that, must be approved by the Owner.

Owner Liability

The Contractor shall name the Owner as additional insured in the Contractor Comprehensive Liability Policy.



Additional Coverage

Coverage shall include liability arising from property in care, custody and control of Contractor.

Limits of Coverage

Specific policies and amounts of coverage required are as follows:

- (1) Workmen's Compensation - Employers Liability Insurance.
 - A. Statutory - amount and coverage as required by law of the place of building.
 - B. Employers Liability \$1,000,000.
- (2) Comprehensive - General Liability Insurance
 - A. Public Liability: Including Premises-Operations, Independent Contractors, Products-Completed Operations, Broad Form Property Damage Including Products Liability and Broad Form Contractual Liability.
 - 1. Bodily Injury Liability - \$1,000,000 per person per occurrence
\$500,000 aggregate per occurrence
 - 2. Property Damage Liability - \$1,000,000 aggregate per person
- (3) Comprehensive - Automobile Liability Insurance including owner, non-owned, and hired vehicles.
- (4)
 - A. Bodily Injury Liability - \$1,000,000 per person per occurrence
\$500,000 aggregate Per occurrence
- B. Property Damage Liability - \$100,000 aggregate**
- C. Force Majeure**
No party shall have any liability to the other hereunder by reason of any delay or failure to perform is occasioned by Force Majeure, meaning act of God, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil



disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

D. Contract Changes/Modification

The Scope of services set forth in this ITB may be reduced, modified or expanded beyond the limits of this RFB by written contract modifications executed by "SAPA members" and the Vendor.

In the event that "SAPA members" requires the vendor to undertake work not identified in and beyond the scope of services this RFB may be amended in writing to incorporate such services and compensation as are mutually agreed upon.

E. Non-Collusion

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

F. Indemnification and Hold Harmless

Vendor shall indemnify, defend, and hold harmless "SAPA" from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by "SAPA members:" on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor or its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of vendor and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section shall not extend to any liability caused by the sole negligence of "SAPA members" or its employees.

G. Tax Exemption

"SAPA members" are exempt from payment of Federal, State, and local taxes. Said taxes must not be included in price proposal.



ITEM VI

Alabama Immigration Act Contract Requirements

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, Code of Alabama (1975) Section 31-13-1** through **Section 31-13-30** (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with the City of Fairhope, Alabama. All business entities entering into contracts with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

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 filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign 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.

CONTRACTOR. A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

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.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3).

3.0 Mandatory Clause

All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

"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."

For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

4.0 Contracts Involving Business Entity, or Employer

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly



employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.**

During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 Contracts Involving Subcontracting

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

6.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.



Attachment A

Fuel Program Cost

***NOTE: Vendor shall quote on all fuel cost with Margin over OPIS as outlined under Roman numeral I, and Roman numeral III.**

Product	Misc. Information	Amount of Fuel UNDER 7,000 gals	Amount of Fuel OVER 7,000 gals
Regular Unleaded Gasoline (87-88 Octane)			
Regular Unleaded Gasoline 87+ with with ValvTect® Marine Grade Additive or Equivalent			
Unleaded Plus Gasoline (89-90 Octane)			
Premium Unleaded Gasoline (91 and above octane)			
Number 2 Diesel Fuel (Ultra Low Sulfur Diesel)			
Number 2 Diesel Fuel with Blue Blood DEF (Diesel Exhaust Fluid)			
Off-road Diesel Fuel			
Gasoline, Non-Ethanol			
Gasoline (may contain no more than 10% Ethanol)			



ATTACHMENT B

Lubricants Pricing

Motor Oils	Bulk	55 Gal	35 Gal	5Gal	4/1 Gal	QT /LB/T
Exxon XD- 3 or Equivalent						
Exxon Superflo® IOW30 or Equivalent						
ATF						
Exxon Superflo® ATF or Equitant						
Hydraulic Oils						
AW32						
AW46						
AW68						

NOTE: Please submit your flat cost discount percentage across product lines.

Please state if products are equal to or better than products listed. Consideration may be taken to like products listed.



Attachment B-1

Lubricant Pricing (con't)

Product Description	Quantity/Case Unit	Note if Different Size Bid Qt/Lb/...	Comments/Exceptions
SUPREME 5W-20 or Equivalent	Case of 12 - 1 Qts		
SUPREME 5W-30 or Equivalent	Case of 12 - 1 Qts		
SUPREME SYNTHETIC 10 W30 or Equivalent	Case of 6 - 1 Qts		
DELO 400 MULTIGRADE 15W40 or Equivalent	Case of 12 - 1 Qts		
DELO 400 MULTIGRADE 15W40 or Equivalent	Case of 6 – 1 Gals		
111/MERCON ATF or Equivalent	Case of 12 - 1 Qts		
V ATF or Equivalent	Case of 12 – 1 Qts		
400 SAE 30	Case of 12 - 1 Qts		
1000 THF	5 Gallon Pail		
RYKON OIL AWISO 68 or Equivalent	5 Gallon Pail		
RYKON ISO 32 or Equivalent	5 Gallon Pail		
GEAR SAE 80W-90	5 Gallon Pail		
GEAR LUBRICANT	Case of 12 - 1.8 lb Bottles		
Dexos Synthetic 5W-30 or Equivalent	Case of 12 - 1 qt Bottles		
Dexos Synthetic 5W-20 or Equivalent	Case of 12 - 1 qt Bottles		



Please state if products are equal to or better than products listed. Consideration may be taken to like products listed.

Attachment C

GAS PUMPS, OTHER EQUIPMENT & PARTS

- 1. Two product pump with pulser hose and nozzle. (Gasoline)
 Monthly Cost \$_____ 36 months Lease-Purchase
 Purchase Price \$_____ (includes removal and installation)
- 2. One product pump with pulser, hose, and nozzle. (Gasoline)
 Monthly Cost \$_____ 36 months Lease-Purchase
 Purchase Price \$_____ (includes removal and installation)
- 3. One product pump up to 22 GPM with pulser, hose, and nozzle. (Diesel)
 Monthly Cost \$_____ 36 months Lease-Purchase
 Purchase Price \$_____ (includes removal and installation)
- 4. One product pump up to 50 GPM with pulser, hose, and nozzle. (Diesel)
 Monthly Cost \$_____ 36 months Lease-Purchase
 Purchase Price \$_____ (includes removal and installation)

No third party lease will be accepted.

VENDOR _____

VENDOR SIGNATURE _____



Attachment D

COLLUSION FORM

Company Name: _____

Address: _____

Phone Number: _____

Signature: _____

NON-COLLUSION AFFIDAVIT

IN THE STATE OF _____ .
IN THE COUNTY OF _____

_____ being first duly sworn, on oath, says that the RFB above submitted is a genuine and not a sham or collusive RFB or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders.

Subscribed and sworn before me this ____ day of _____, 20__.

NOTARY PUBLIC in and for the State of Alabama

Signature

Seal



Attachment E

ACKNOWLEDGE OF INSTRUCTIONS

Check (✓) If
Acknowledged

- 1). ___ Vendor understands this is a one (1) year contract with the option to renew for two (2) additional years upon approval by SAPA members and vendor.
- 2). ___ Vendor understands that SAPA members shall have a top priority for fuel in the events of a natural disaster.
- 3). ___ Vendor understands that in the event they are unable to perform this contract before, during or after a natural disaster that SAPA members have the right to obtain fuel from any vendor in order to ensure services are provided to "SAPA members".
- 4). ___ Vendor understands that any price adjustments must be delivered with full documentation verifying OPIS pricing to the SAPA Chairman for review and must be approved before any price increases go into effect.
- 5). ___ Vendor understands that all appropriate insurances must be kept in effect at all times and current copies are to be sent to all SAPA members on a yearly basis.
- 6). ___ Vendor understands that by signing below this **does not relieve** them of the responsibility of reading all specifications, attachments or addendums related to this RFB.
- 7). ___ Vendor understands that this RFB package may be awarded to a primary and secondary vendor to ensure fuel is available to all SAPA members at all times.
- 8). ___ SAPA members are not responsible for any taxes (other than those required) or any type on fuel purchases and no allowances will be made for the blocking out of stations, zip codes, cities, counties or states. It shall be the responsibility of the vendor to file and pays taxes as needed.

Signed _____

Printed _____

Title _____

Date _____



Additional note:

**Attachment E must be included as page number one (1) of RFB package.
SCORING SHEET**

Company Name _____

**Requested vendor information is on front of RFB package
Along with one original and three hard copies 5% _____**

Vendor attachment E is page one (1) of RFB package 10% _____

Vendor has submitted margin for fuel listed in sec. II. 50% _____

Vendor has submitted documentation for the following sections;

- Sec. V. 1% _____**
- Sec. VI. 1% _____**
- Sec. VII. 1% _____**
- Sec. VIII. 1% _____**
- Sec. IX. 1% _____**
- Sec. XII. C. 10% _____**

Vendor has submitted RFB in the order as written 5% _____

Vendor has submitted attachment B & B-1 5% _____

Vendor has submitted attachment C 5% _____

Vendor has submitted attachment D 5% _____

THIS ATTACHMENT IS STRICKLY FOR INFORMATIONAL PURPOSES ONLY. IT WILL BE USED AS A GUIDELINE TO ASSIST SAPA MEMBERS IN THE REVIEW OF ITB PACKAGES. THIS FORM DOES NOT GUARANTEE, PREVENT OR RELEASE ANY VENDOR FROM THE RESPONSIBILITY OF READING ITB SPECIFICATIONS NOR DOES IT IMPLY ANY AUTOMATIC AWARD IF GUIDELINES ARE MET. SAPA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL ITB PACKAGES PURSAUNT TO THE BEST INTEREST OF THE COOPERATIVE MEMBERS. NO AWARD WILL BE MADE WITHOUT DUE DELIBERATION AND APPROVAL OF AND BY SAPA MEMBERS



BID RESPONSE FORM

DATE: ___/___/___

BID NO.: SAPA 2019-03
BID NAME: DISPENSING, PETROLEUM PRODUCTS & MANAGEMENT SERVICES

Our bid form must be filled in completely.

- All pages of this Bid Response Form, and additional requested pages, if any, must be returned.
- Acknowledgement must be made where a blank (_____) appears.
- Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.

Awarded vendor must hold bid pricing for a minimum of sixty (60) days.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the South Alabama Purchasing Association, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the members wishing to use this RFB and a contract which will be drawn up by the South Alabama Purchasing Association of South Alabama. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned



also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Witness our hands and seals this ____ day of _____, 2019.

If Individual

(Name of Individual or Partnership) (Name of Partner Print)

(Name of Partner Print) (Print Name of Representative Authorized to sign Bids and Contracts for the firm)

(Signature of Representative Authorized to sign Bids and Contracts for the firm)

(Address)

(Address)

Phone Number _____ Fax Number _____

Primary e-mail address _____

Alabama Contractor's License No. _____ Foreign Corporation Entity ID _____

If Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative _____
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

Address _____

Phone Number _____ Fax Number _____

Primary e-mail address _____

Alabama Contractor's License No. _____ Foreign Corporation Entity ID _____



THIS MUST BE NOTARIZED!

STATE OF _____ }
COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that _____
_____, as _____
(Type name of bid signer here) (Type bid signers Title here)
respectively, of _____
(Type company name here)

whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this _____ of _____, 2019.

Notary Public
My Commission Expires: _____



This contract will be available to all current SAPA members and any new members upon approval by SAPA Chairman.

Current Members:

Baldwin County Commission	Wanda Gautney
Mobile County Commission	Susan Holland
City of Daphne	Suzanne Henson
City of Foley	Rachel Keith
City of Orange Beach	Renee Eberly (SAPA Chairperson)
City of Gulf Shores	Temple Smith
City of Robertsdale	Rustee Karolyi
Daphne Utilities	Earl Bolden
Mobile Area Water & Sewer Service	Lisa Russell
South Alabama Regional Planning Commission	Kathryn Saucier
City of Fairhope	Dee Dee Brandt
City of Bay Minette	Tammy Smith
City of Saraland	Paige Walding
City of Satsuma	Vicki Miller
Baldwin County Board of Education	Thomas Waters
North Baldwin Utilities	Tracy L. Rogers
Town of Summerdale	Tiffany Lynn
City of Semmes	Jason Franklin