



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203-2227

TELEPHONE (205) 254-2265
FAX (205) 254-2484

March 30, 2015

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

INVITATION TO BID #15-26

Sealed bids for unleaded gasoline, E85 ethanol fuel and ultra-low sulfur diesel fuel for a period of one (1) year and month to month thereafter upon mutual agreement of both parties, for the City of Birmingham, will be received by the Purchasing Agent, Room P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., April 30, 2015, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

Bids are to be submitted on the bid form provided, and all quotations are to be f.o.b. Birmingham, Alabama delivered.

It is required for any bid submitted that the bidder submits with his bid either a certified check, a cashier's check, or a bid bond payable to the City of Birmingham in the amount of \$5,000.00. In order for any bid award to be considered, it must be accompanied by an acceptable bid bond or check. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID -GASOLINE/E85/DIESEL FUEL - 2:00 p.m., 04-30-15.**" Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL**). However, bids sent by express carrier (Federal Express, Airborne, UPS, etc.) must be mailed to 710 North 20th Street, Birmingham, AL 35203 and specify delivery to Room P-100 First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., April 30, 2015. Bids received after this time will not be considered.


W.E. Caffee, Assistant Purchasing Agent

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Attachment
B.N. 04-08-15

**SPECIFICATIONS FOR THE SUPPLY OF DELIVERED REGULAR UNLEADED
GASOLINE, E85 ETHONAL FUEL, AND ULTRA LOW SULFUR DIESEL FUEL**

GENERAL:

The City of Birmingham is seeking bids for annual contracts for the supply of regular unleaded gasoline (minimum 87octane), E85 ethanol fuel, and ultra-low sulfur diesel fuel (ULSD). The basis of the bid shall consist primarily of the supply and delivery of any and all gasoline and diesel fuel used by the City of Birmingham. The City intends to award to the lowest priced, responsive, responsible bidder per product: Regular unleaded and E85 are defined as Product 1- Gasoline; ULSD is defined as Product 2-Diesel. **For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder.**

The proposed contract shall extend for a minimum time frame of twelve (12) months with a month-to-month extension thereafter, at the margin/increment originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. The successful bidder shall give the City an advanced thirty (30) day written notice if he is unable to hold bid prices past the original term of the contract or any month-to-month extension thereafter. The life of the contract shall exist with the provision that no price increase in the original bid prices shall be allowed.

Bidders are required to provide an original and two (2) copies of the bid.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

Failure to adhere to any or all terms and conditions as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

It is required for any bid submitted that the bidder submits with his bid either a certified check, a cashier's check, or a bid bond payable to the City of Birmingham in the amount of \$5,000.00. In order for any bid award to be considered, it must be accompanied by an acceptable bid bond or check. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

Successful bidder(s) shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsible bidder.

The City reserves the right to cancel the contract within thirty (30) days written notice, in whole or part, and seek new bids at any time the City determines that the product or the supplier is failing to perform satisfactorily.

The contract shall become effective from the date noted in the Notification of Award letter(s) which will be mailed to the successful vendor(s).

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

The City's standard payment term is Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the Federal Small Business Administration.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract/agreement and shall be responsible for all damages resulting therefrom.

Any questions concerning these specifications should be addressed to Phillip Hyche, at 205-254-6510, between the hours of 7:30 a.m. and 3:00 p.m. CDT, Monday through Friday.

DETAILED REQUIREMENTS:

Bidder Qualification: To insure product availability and prompt delivery capability, only bidders with fuel storage facilities with on-hand physical inventories of gasoline, E85, and ultra-low sulfur diesel fuel located within Jefferson County and any County contiguous to Jefferson County will be considered eligible for award. Bidders must provide the addresses of the qualifying storage site(s) and the storage tank capacities for gasoline, E85, and ULS diesel fuel in the spaces provided on the Bid Form.

Liability Insurance: For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$2,000,000.00 total with a maximum of \$500,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (15-26) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work.

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation: Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

Indemnification: Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

Safety: The successful vendor(s) ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

The successful bidder(s) will be required to furnish a \$50,000.00 surety bond to guarantee performance of the contract on a surety company approved and duly authorized to do business in the State of Alabama. Bond must be presented to the City within ten (10) days after date of notice of award and prior to the commencement of any work. Bond must remain in force for the duration of contract term. Failure to keep bond current and in force shall be grounds for the termination of the contract.

Invoicing: All purchase orders issued by the City of Birmingham indicate an invoice mailing address based on the Department for whom the purchase order was issued. In order for timely payment to be received, it is imperative that vendors mail invoice copies to the address indicated. Failure to do so will result in delayed payments. **Do not mail invoices to the Accounts Payable Division.**

Payment Questions: For any questions concerning payments for delivered items covered within this contract, please contact Harold Houston, (Buyer) at the Central Stores Warehouse, phone: (205) 254-6368, or fax: (205) 254-6588, Monday through Friday, between the hours of 7:00 a.m. and 3:00 p.m. CDT. **Do not contact the Accounts Payable Division.**

It shall be the responsibility of the successful vendor(s) to verify that any and all transport services used are properly licensed and meet all requirements for the transport of such herein described products.

DETAILED SPECIFICATIONS:

The City of Birmingham is currently using approximately one million (1,000,000) gallons of gasoline (conventional clear), approximately one hundred and eighty thousand (180,000) gallons of E85 and approximately seven hundred thousand (700,000) gallons of ultra-low sulfur diesel fuel annually.

These quantities are estimated quantities only and no bidder shall attempt to hold the quantities mentioned as a firm quantity under these contracts. The City reserves the right to purchase more or less than these amounts as conditions require.

The City buys **only** Conventional Ethanol-10%, 9.0 RVP and LRVP Eth.-10%, 7.0 RVP (summer blend) regular grade gasolines. All gasoline supplied shall have a minimum Octane rating of 87. This rating is to be the average of the research method and motor method.

In the event a seasonal blend of gasoline (Ex. RVP-7 instead of RVP-9), is required in order to comply with environmental regulations, the same margin/increment of markup over the OPIS average as used for regular unleaded gasoline will apply to the seasonal blend.

The city buys **only** E85 fuel which the ethanol portion of the fuel blend is to meet ASTM D 4806, "Standard Specification for Denatured Fuel Ethanol for Blending with Gasoline for use as Automotive Spark-Ignition Engine Fuel". The hydrocarbon portion (unleaded gasoline) of the blend is to meet ASTM D 4814, "Standard Specification for Automotive Spark-Ignition Engine Fuel or Natural Gasoline". The finished E85 product is to meet the property limits as Outlined in ASTM D 5798 "Standard Specifications for Fuel Ethanol (Ed75-Ed85) for Automotive Spark-Ignition Engines".

The contract will cover the supply of Class 1 (summer grade), Class 2 (spring/fall), Class 3 (winter grade) E85 blends. The vendor will be responsible for delivering season appropriate fuel throughout the contract period. The vendor will Deliver the appropriate class fuel in advance of seasonal changeover periods so as to avoid vehicle performance issues during the each season.

The City buys **only** #2 ultra-low sulfur diesel fuel. **Do not** quote #2 dyed low sulfur diesel fuel.

Each bidder may be required to furnish complete specifications of the products being bid.

The City maintains seven (7) major fuel dispensing locations. The locations and tank capacities are as follows:

City Warehouse 431 6 th Ave. South	Unleaded - 20,000 gallons	Diesel - 20,000 gallons	
Downtown Service Station 1710 1 th Ave. North	Unleaded - 20,000 gallons	Diesel - 12,000 gallons	
City Garage 515 6 th Ave. South	Unleaded - 20,000 gallons	Diesel - 12,000 gallons	E85- 12,000 gallons
North Birmingham Public Works District Office 2413 27 th St. North	Unleaded - 20,000 gallons	Diesel - 11,000 gallons	E85- 12,000 gallons
East Birmingham Public Works District Office 301 96 th St. North	Unleaded - 20,000 gallons	Diesel - 10,000 gallons	
Ensley Public Works District Office 1044 Avenue W	Unleaded - 17,500 gallons	Diesel - 10,000 gallons	
5 Points West 4712 Avenue W	Unleaded - 20,000 gallons	Diesel - 20,000 gallons	

All of these storage tanks are located underground, except the two (2) E85 tanks which are above ground and **all** are in compliance with all current environmental requirements. The City will take measures to keep all locations in compliance with any future regulations if and when they may be implemented.

The successful bidder(s) will be required to deliver gasoline, E85 and/or diesel fuel, when ordered, to each of the above stated locations. Timely delivery is a requirement of the contract. Failure to deliver any order within 48 hours (or two (2) days) of date of order placement will result in the termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

Volumes of all motor fuels delivered in transport trucks are to be corrected to the standard temperature of 60° degrees F.

Fuel prices will be based on the average rack price per gallon for the products at the Birmingham, Alabama terminal as listed in the Daily Wholesale Rack Report emailed daily by Oil Price Information Service, a publication of United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, MD., hereinafter referred to as OPIS. The City will use the preceding Thursday's rack averages to establish the fuel pricing for the following week. Each preceding Thursday's OPIS average price will go into effect for all City purchases beginning the following Monday at 12:01 a.m. and that price shall remain in effect until the following Sunday at 11:59 p.m.

All bidders are to quote an amount of Margin/Increment over/under the OPIS average rack price per gallon. This Margin/Increment will be added/subtracted to the weekly OPIS average rack price for the product to arrive at the City's weekly base price. The weekly base price shall include all transportation cost, all operating cost, and the vendor's profit. The weekly base price shall **not include** Federal Excise tax, LUST tax, Oil Spill Liability Tax Fund (OSLTF) tax, State, County or City taxes or load fees, inspection fees, or vendor's split load fees. All fees & taxes heretofore mentioned are to be shown separately on billing invoices. Any split load charges are to be indicated as such on the Bid Form and will be averaged into the cost per gallon to arrive at an actual final cost per gallon.

The City is exempt from all taxes except the Federal LUST & OSLTF tax. The City is required to pay the State of Alabama's Tank Trust fee and the State of Alabama's Inspection fee. As stated above these items are to be shown separately on each invoice and are not to be included when placing bid.

The successful vendor(s) will be responsible to notify the City of any changes in the tax and/or fee price schedules. Any changes in a price schedule must be accompanied by official documentation from the agency responsible for the change and must state the products affected and the effective date of the change(s).

It is understood and agreed that orders will be invoiced at the established contract price in effect on the date orders are delivered.

If an error occurs in a price listed in OPIS, it will be corrected and the new price determined from such correction only if it is corrected by OPIS in a subsequent issue within two issues of the issue which had the error.

In the event the prices for the Birmingham terminal are not published, the prices will not be subject to change until the Monday following the next OPIS publication/issue which includes this information.

For the purpose of bid evaluation, sample orders of each product are shown in the Bid Form. These sample orders have a **fictitious** OPIS average shown for the purpose of calculating end cost to the City. These **fictitious** OPIS averages have no basis in reality and actual market prices may vary widely at the time of bid publication. Bidders are to complete the form indicating; margin/increment above/under the OPIS average, any split load fees, and any other cost not specifically addressed within your margin/increment. Any charges of any nature not indicated by the bidder on the Bid Form will be disallowed.

The first price of the contract will be based on the last OPIS average price published before the effective date of the contract. Prices shall then be adjusted on Mondays based on the OPIS average for the preceding Thursday.

BID FORM

Mr. William Caffee
Asst. Purchasing Agent
Birmingham, AL

Submitted below is my firm bid for delivered regular unleaded gasoline, E85 ethanol fuel and ultra-low sulfur diesel fuel for a period of one (1) year and month to month thereafter, in accordance with your invitation to bid and specifications dated March 30, 2015. Price quoted is a delivered price to your location(s) as specified and I am bidding in exact accordance with the specifications except as listed below.

REGULAR UNLEADED GASOLINE (conventional clear):

Margin of markup over (+) or markdown (-) from OPIS weekly average: _____

Split load fees: Less than 8000 gal. load : _____

Split load fees: 8000 gals. and larger load: _____

Other charges: _____

Full load min. and max. capacities: _____

Sample order:

Description	OPIS Average	Margin Charge (+) over (-) under	Split load fee	Other charges	Cost/load
Full load of 8000 gallons	X (3.0174 /gal	+ _____ or - _____ /gal)	+ 0	+ _____	= _____
Full load of 8000 gallons split between 2 drop sites	X (3.0174 /gal	+ _____ or - _____ /gal)	+ _____	+ _____	= _____
Grand total					\$ _____

****Notes:**

Do not include any government imposed load fees or inspection fees in markup/increment.
Do not include any Federal, State, County or City taxes/fees.

EXCEPTIONS TO SPECIFICATIONS:

BID FORM-cont'd

E85 ETHANOL FUEL:

Margin of markup over (+) or markdown (-) from OPIS average for tanker loads (7800+gallons)
Per gallon: _____

Margin of markup over (+) or markdown (-) from OPIS average for less than full tanker loads
(1000-7799) per gallon: _____

Split load fees: Less than full tanker load: _____

Split load fees: Full tanker load (7800 + gals.): _____

Other charges: _____

Sample order formula: Quantity X (average + margin) + Fee + Other Charge = total cost of load

Description	OPIS Average	Markup Charge (+) over (-) under Gal.	Split load fee	Other charges	Total Load
Full load of 7800 gallons Dropped at one site	X (2.3201 /gal + _____	or - _____ /gal)	+ _____	+ _____	= _____
Full load of 7800 gallons split between 2 drop sites	X (2.3201 /gal + _____	or - _____ /gal)	+ _____	+ _____	= _____
Load of 5500 gallons Dropped at one site	X (2.3201 /gal + _____	or - _____ /gal)	+ _____	+ _____	= _____
Load of 5500 gallons Split between two sites	X (2.3201 /gal + _____	or - _____ /gal)	+ _____	+ _____	= _____
Grand total					\$ _____

****Notes:**

Do not include any load fees or inspections fees in markup/increment.
Do not include any Federal, State, County or City taxes/fees.

EXCEPTIONS TO SPECIFICATIONS:

BID FORM-cont'd

2 ULTRA LOW SULFUR DIESEL FUEL:

Margin of markup over (+) or markdown (-) from OPIS weekly average: _____

Split load fees: Less than 7500 gal. load: _____

Split load fees: 7500 gals. and larger load: _____

Other charges: _____

Full load min. and max. capacities: _____

Sample order:

Description	OPIS Average	Markup Charge (+) over (-) under	Split load fee	Other charges	Cost/load
Full load of 7500 gallons	X (3.1805 /gal	+ _____ or - _____ /gal)	+ 0	+ _____	= _____
Full load of 7500 gallons split between 2 drop sites	X (3.1805 /gal	+ _____ or - _____ /gal)	+ _____	+ _____	= _____
Grand total					\$ _____

**Notes:

Do not include any government imposed load fees or inspections fees in markup/implement.
Do not include any Federal, State, County or City taxes/fees.

EXCEPTIONS TO SPECIFICATIONS:

BID FORM-cont'd

UNLEADED REGULAR GASOLINE, E85 ETHANOL FUEL & ULTRA LOW SULFUR DIESEL FUEL
CONTRACT ADDRESS(ES) OF QUALIFYING FUEL STORAGE SITE(S) LOCATED WITHIN THE STATE OF
ALABAMA:

STORAGE TANK CAPACITIES OF SITE(S):

GASOLINE: _____ ULS DIESEL: _____ E85: _____
GASOLINE: _____ ULS DIESEL: _____ E85: _____

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority and women-owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

Bidder acknowledges receipt of _____ addenda.
(addenda numbers)

This page must be returned with bid.

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box (Zip if different from street address)

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

Website

IF AVAILABLE PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS
BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

- 1. BID AWARD NOTICE ADDRESS
- 2. PURCHASE ORDER ADDRESS
- 3. REMITTANCE ADDRESS (and NAME if different than above)