



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 18000000002

**NOT TO EXCEED AMOUNT:**

Begin Date: 10/01/2017

Procurement Folder: 368619

Expiration Date: 09/30/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/23/18

Version Number: 3

**CONTACT INFORMATION**

**REQUESTOR:**

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**ISSUER:**

Patrick Hemme  
334-242-7173  
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**BUYER:**

Patrick Hemme  
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**CONTRACT DESCRIPTION**

GASOLINE & DIESEL FUEL

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000046401: Petroleum Traders Corp  
7120 Pointe Inverness Way  
Fort Wayne IN 46804

**Contact:**

Gayle Newton  
2604326622  
Gnewton@Petroleumtraders.Com

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 AUTAUGA, GASOLINE, 8,200 > GALLONS  
 AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$0.002100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 AUTAUGA, DIESEL, 7,500 > GALLONS  
 AUTAUGA, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$0.002300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 BALDWIN, DIESEL, 7,500 > GALLONS  
 BALDWIN, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$0.018500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BARBOUR, GASOLINE, 8,200 > GALLONS  
 BARBOUR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$0.036500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 BARBOUR, DIESEL, 7,500 > GALLONS  
 BARBOUR, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$0.016200	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BIBB, GASOLINE, 8,200 > GALLONS  
 BIBB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BLOUNT, GASOLINE, 8,200 > GALLONS  
 BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 BLOUNT, DIESEL, 7,500 > GALLONS  
 BLOUNT, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS  
 Vendor Must Deduct \$0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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**COMMODITY / SERVICE INFORMATION**

9	0	GAL	\$0.000700	\$0.00			\$0.00	\$0.00
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40515 - Gasoline, Automotive  
 BULLOCK, GASOLINE, 8,200 > GALLONS  
 BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$0.016000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 BULLOCK, DIESEL, 7,500 > GALLONS  
 BULLOCK, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BUTLER, GASOLINE, 8,200 > GALLONS  
 BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$0.014700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 BUTLER, DIESEL, 7,500 > GALLONS  
 BUTLER, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CALHOUN, GASOLINE, 8,200 > GALLONS  
 CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	\$0.007700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CALHOUN, DIESEL, 7,500 > GALLONS  
 CALHOUN, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	\$0.025900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CHAMBERS, DIESEL, 7,500 > GALLONS  
 CHAMBERS, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHEROKEE, GASOLINE, 8,200 > GALLONS  
 CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	\$0.023600	\$0.00			\$0.00	\$0.00

**COMMODITY / SERVICE INFORMATION**

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CHEROKEE, DIESEL, 7,500 > GALLONS  
 CHEROKEE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHILTON, GASOLINE, 8,200 > GALLONS  
 CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	\$0.012200	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CHILTON, DIESEL, 7,500 > GALLONS  
 CHILTON, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	\$0.018900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHOCTAW, GASOLINE, 8,200 > GALLONS  
 CHOCTAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CHOCTAW, DIESEL, 7,500 > GALLONS  
 CHOCTAW, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS  
 Vendor Must Deduct \$0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CLAY, GASOLINE, 8,200 > GALLONS  
 CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	\$0.013000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CLAY, DIESEL, 7,500 > GALLONS  
 CLAY, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CLEBURNE, GASOLINE, 8,200 > GALLONS  
 CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	\$0.013600	\$0.00			\$0.00	\$0.00

**COMMODITY / SERVICE INFORMATION**

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CLEBURNE, DIESEL, 7,500 > GALLONS  
 CLEBURNE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	\$0.015200	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 COFFEE, GASOLINE, 8,200 > GALLONS  
 COFFEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	\$0.032800	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 COFFEE, DIESEL, 7,500 > GALLONS  
 COFFEE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	\$0.007300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 COLBERT, GASOLINE, 8,200 > GALLONS  
 COLBERT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	\$0.030300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 COLBERT, DIESEL, 7,500 > GALLONS  
 COLBERT, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	\$0.032700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CONECUH, DIESEL, 7,500 > GALLONS  
 CONECUH, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	\$0.000700	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 COOSA, GASOLINE, 8,200 > GALLONS  
 COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	\$0.016000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 COOSA, DIESEL, 7,500 > GALLONS  
 COOSA, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	\$0.042400	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 COVINGTON, DIESEL, 7,500 > GALLONS

**COMMODITY / SERVICE INFORMATION**

COVINGTON, DIESEL FUEL CLEAR OR DYED:  
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	\$0.001600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
CRENSHAW, GASOLINE, 8,200 > GALLONS  
CRENSHAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	\$0.017100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
CRENSHAW, DIESEL, 7,500 > GALLONS  
CRENSHAW, DIESEL FUEL CLEAR OR DYED:  
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
CULLMAN, GASOLINE, 8,200 > GALLONS  
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
Vendor Must Deduct \$0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0135).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	\$0.006900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
CULLMAN, DIESEL, 7,500 > GALLONS  
CULLMAN, DIESEL FUEL CLEAR OR DYED:  
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	\$0.017600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
DALE, GASOLINE, 8,200 > GALLONS  
DALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	\$0.035500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
DALE, DIESEL, 7,500 > GALLONS  
DALE, DIESEL FUEL CLEAR OR DYED:  
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	\$0.000600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
DALLAS, GASOLINE, 8,200 > GALLONS  
DALLAS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	\$0.015700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
DALLAS, DIESEL, 7,500 > GALLONS  
DALLAS, DIESEL FUEL CLEAR OR DYED:  
7,500 > GALLONS

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	\$0.022200	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 DEKALB, GASOLINE, 8,200 > GALLONS  
 DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	\$0.033100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 DEKALB, DIESEL, 7,500 > GALLONS  
 DEKALB, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 ELMORE, GASOLINE, 8,200 > GALLONS  
 ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0108).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	\$0.034200	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 ESCAMBIA, DIESEL, 7,500 > GALLONS  
 ESCAMBIA, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 ETOWAH, GASOLINE, 8,200 > GALLONS  
 ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0132).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	\$0.007100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 ETOWAH, DIESEL, 7,500 > GALLONS  
 ETOWAH, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 FAYETTE, GASOLINE, 8,200 > GALLONS  
 FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0034).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	\$0.023800	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 FAYETTE, DIESEL, 7,500 > GALLONS  
 FAYETTE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	\$0.000500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 FRANKLIN, GASOLINE, 8,200 > GALLONS  
 FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	\$0.022800	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 FRANKLIN, DIESEL, 7,500 > GALLONS  
 FRANKLIN, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	\$0.042900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 GENEVA, DIESEL, 7,500 > GALLONS  
 GENEVA, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 GREENE, GASOLINE, 8,200 > GALLONS  
 GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0065).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	\$0.021100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 GREENE, DIESEL, 7,500 > GALLONS  
 GREENE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 HALE, GASOLINE, 8,200 > GALLONS  
 HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0057).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	\$0.021800	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 HALE, DIESEL, 7,500 > GALLONS  
 HALE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	\$0.033100	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 HENRY, GASOLINE, 8,200 > GALLONS  
 HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS



**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	\$0.032300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
HENRY, DIESEL, 7,500 > GALLONS  
HENRY, DIESEL FUEL CLEAR OR DYED:  
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	\$0.039200	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
HOUSTON, GASOLINE, 8,200 > GALLONS  
HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	\$0.039400	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
HOUSTON, DIESEL, 7,500 > GALLONS  
HOUSTON, DIESEL FUEL CLEAR OR DYED:  
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	\$0.016200	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
JACKSON, GASOLINE, 8,200 > GALLONS  
JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	\$0.027500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
JACKSON, DIESEL, 7,500 > GALLONS  
JACKSON, DIESEL FUEL CLEAR OR DYED:  
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
JEFFERSON, GASOLINE, 8,200 > GALLONS  
JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
Vendor Must Deduct \$0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0335).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
JEFFERSON, DIESEL, 7,500 > GALLONS  
JEFFERSON, DIESEL FUEL CLEAR OR DYED:  
7,500 > GALLONS  
Vendor Must Deduct \$0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0148).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	\$0.009200	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
LAUDERDALE, GASOLINE, 8,200 > GALLONS  
LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	\$0.032500	\$0.00			\$0.00	\$0.00

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4050935 - DIESEL FUEL, MOTOR FUEL)  
 LAUDERDALE, DIESEL, 7,500 > GALLONS  
 LAUDERDALE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 LAWRENCE, DIESEL, 7,500 > GALLONS  
 LAWRENCE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS  
 Vendor Must Deduct \$0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	\$0.016600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LAWRENCE, GASOLINE, 8,200 > GALLONS  
 LAWRENCE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	\$0.015300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 LEE, DIESEL, 7,500 > GALLONS  
 LEE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LIMESTONE, GASOLINE, 8,200 > GALLONS  
 LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	\$0.021500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 LIMESTONE, DIESEL, 7,500 > GALLONS  
 LIMESTONE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LOWNDES, GASOLINE, 8,200 > GALLONS  
 LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	\$0.006500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 LOWNDES, DIESEL, 7,500 > GALLONS  
 LOWNDES, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

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40515 - Gasoline, Automotive  
 MACON, GASOLINE, 8,200 > GALLONS  
 MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	\$0.014700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MACON, DIESEL, 7,500 > GALLONS  
 MACON, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MADISON, GASOLINE, 8,200 > GALLONS  
 MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	\$0.019000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MADISON, DIESEL, 7,500 > GALLONS  
 MADISON, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	\$0.029800	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MARENGO, GASOLINE, 8,200 > GALLONS  
 MARENGO, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	\$0.010700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MARENGO, DIESEL, 7,500 > GALLONS  
 MARENGO, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MARION, GASOLINE, 8,200 > GALLONS  
 MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	\$0.016600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MARION, DIESEL, 7,500 > GALLONS  
 MARION, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

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MARSHALL, GASOLINE, 8,200 > GALLONS  
 MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	\$0.013000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MARSHALL, DIESEL, 7,500 > GALLONS  
 MARSHALL, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MOBILE, DIESEL, 7,500 > GALLONS  
 MOBILE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS  
 Vendor Must Deduct \$0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	\$0.027600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MONROE, DIESEL, 7,500 > GALLONS  
 MONROE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MONTGOMERY, GASOLINE, 8,200 > GALLONS  
 MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	\$0.000600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MONTGOMERY, DIESEL, 7,500 > GALLONS  
 MONTGOMERY, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MORGAN, GASOLINE, 8,200 > GALLONS  
 MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	\$0.015900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MORGAN, DIESEL, 7,500 > GALLONS  
 MORGAN, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	\$0.002000	\$0.00			\$0.00	\$0.00

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40515 - Gasoline, Automotive  
 PERRY, GASOLINE, 8,200 > GALLONS  
 PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	\$0.030800	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 PERRY, DIESEL, 7,500 > GALLONS  
 PERRY, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 PICKENS, GASOLINE, 8,200 > GALLONS  
 PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	\$0.027200	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 PICKENS, DIESEL, 7,500 > GALLONS  
 PICKENS, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	\$0.000700	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 PIKE, GASOLINE, 8,200 > GALLONS  
 PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	\$0.016000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 PIKE, DIESEL, 7,500 > GALLONS  
 PIKE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 RANDOLPH, GASOLINE, 8,200 > GALLONS  
 RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	\$0.017500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 RANDOLPH, DIESEL, 7,500 > GALLONS  
 RANDOLPH, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 ST. CLAIR, GASOLINE, 8,200 > GALLONS

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**COMMODITY / SERVICE INFORMATION**

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 ST. CLAIR, DIESEL, 7,500 > GALLONS  
 ST. CLAIR, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS  
 Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 SHELBY, GASOLINE, 8,200 > GALLONS  
 SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 SHELBY, DIESEL, 7,500 > GALLONS  
 SHELBY, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS  
 Vendor Must Deduct \$0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0058).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	\$0.019300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 SUMTER, GASOLINE, 8,200 > GALLONS  
 SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 SUMTER, DIESEL, 7,500 > GALLONS  
 SUMTER, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS  
 Vendor Must Deduct \$0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 TALLADEGA, GASOLINE, 8,200 > GALLONS  
 TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	\$0.004400	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 TALLADEGA, DIESEL, 7,500 > GALLONS  
 TALLADEGA, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	\$0.005000	\$0.00			\$0.00	\$0.00

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40515 - Gasoline, Automotive  
 TALLAPOOSA, GASOLINE, 8,200 > GALLONS  
 TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	\$0.020600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 TALLAPOOSA, DIESEL, 7,500 > GALLONS  
 TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 TUSCALOOSA, GASOLINE, 8,200 > GALLONS  
 TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	\$0.011300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 TUSCALOOSA, DIESEL, 7,500 > GALLONS  
 TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 WALKER, GASOLINE, 8,200 > GALLONS  
 WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 WALKER, DIESEL, 7,500 > GALLONS  
 WALKER, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS  
 Vendor Must Deduct \$0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	\$0.013100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 WASHINGTON, DIESEL, 7,500 > GALLONS  
 WASHINGTON, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	\$0.014600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 WILCOX, GASOLINE, 8,200 > GALLONS  
 WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	\$0.032000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

Final

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WILCOX, DIESEL, 7,500 > GALLONS  
 WILCOX, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 WINSTON, GASOLINE, 8,200 > GALLONS  
 WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS  
 Vendor Must Deduct \$0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	\$0.006500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 WINSTON, DIESEL, 7,500 > GALLONS  
 WINSTON, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 FUEL PRICING, GASOLINE & DIESEL FUEL  
 FUEL PRICING, GASOLINE AND DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 TAXES / FEES FEDERAL/STATE/LOCAL  
 TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

Final

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver



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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Choice of Law; Venue:**

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

**Not to Constitute a Debt of the State:**

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

**Bid Response Instructions**

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection**

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid responses with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and a complete exact copy
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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

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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.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

**Certification Pursuant to Act no. 2006-557**

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov)

In compliance with Act 2016-312, by submitting this bid 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.”

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**Ordering Process:**

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

\*\*\*\*\* **Important Agency Instructions** \*\*\*\*\*

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

**Specifications:**

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

**Clear and Dyed (off-road) Diesel:**

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

**Fuel report:**

Unit prices only include "Margin over OPIS". A fuel report will be prepared by State Purchasing based off the "Rack AVG" pricing for the Montgomery Alabama location from the daily reports (M-F)\* that State Purchasing subscribes to from OPIS.

\*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: [terri.cole@purchasing.alabama.gov](mailto:terri.cole@purchasing.alabama.gov)

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

\*\*\*\*\* **Source of Fuel Report figures** \*\*\*\*\*

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

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"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

**Quantity:**

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

**Specifications, Samples, Protocols, Analysis Reports:**

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

**Bad Fuel:**

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

**Pricing:**

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

**Delivery time frame:**

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

**Delivery Slip:**

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

**Credit application or other forms:**

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

**Taxes/Fees:**

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify

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State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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## TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

### **Purpose:**

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

### **Assignment of contract:**

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

### **Contract period:**

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

### **Non-appropriation of funds:**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

### **Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):**

	Gasoline.....	Diesel.....
AL Excise.....	0.1800.....	\$0.1900*
AL Inspection.....	\$0.0200.....	Exempt
		<b>or \$0.0200**</b>
Federal Oil Spill.....	\$0.0019.....	\$0.00214
Liability .....		
Federal Lust.....	\$0.0010.....	\$0.0010
<b>AL Import Fee.....</b>	<b>N/A.....</b>	<b>\$0.0075</b>

\*AL Excise Tax on diesel is for clear diesel only – not dyed  
 \*\* State agencies are exempt for the inspection fee on clear diesel.  
 Other gov't agencies pay \$0.02 per gallon. State agencies and  
 Other gov't agencies pay \$0.02 per gallon on dyed diesel.  
 \*\*\*County and city taxes to be paid as applicable.



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 180000000003

**NOT TO EXCEED AMOUNT:**

Begin Date: 10/01/2017

Procurement Folder: 368619

Expiration Date: 09/30/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/23/18

Version Number: 3

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

GASOLINE & DIESEL FUEL

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000053220: Cougar Oil, Inc.  
P.O. Box 1800  
Selma AL 36702-1800

**Contact:**

Larry Jones  
3348752023  
Llarry@Cougaroil.Com



**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	\$0.084990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 AUTAUGA, GASOLINE, 1,000 - 8,199 GALLONS  
 AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$0.084990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 AUTAUGA, DIESEL, 1,000 - 7,499 GALLONS  
 AUTAUGA, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$0.084990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BALDWIN, GASOLINE, 1,000 - 8,199 GALLONS  
 BALDWIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$0.029900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BALDWIN, GASOLINE, 8,200 > GALLONS  
 BALDWIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$0.084990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 BALDWIN, DIESEL, 1,000 - 7,499 GALLONS  
 BALDWIN, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$0.124990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BIBB, GASOLINE, 1,000 - 8,199 GALLONS  
 BIBB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	\$0.124990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 BIBB, DIESEL, 1,000 - 7,499 GALLONS  
 BIBB, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	\$0.019900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 BIBB, DIESEL, 7,500 > GALLONS  
 BIBB, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	GAL	\$0.124990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

**COMMODITY / SERVICE INFORMATION**

BLOUNT, GASOLINE, 1,000 - 8,199 GALLONS  
 BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$0.124990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 BLOUNT, DIESEL, 1,000 - 7,499 GALLONS  
 BLOUNT, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$0.099900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BUTLER, GASOLINE, 1,000 - 8,199 GALLONS  
 BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$0.099900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 BUTLER, DIESEL, 1,000 - 7,499 GALLONS  
 BUTLER, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	\$0.019900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHAMBERS, GASOLINE, 8,200 > GALLONS  
 CHAMBERS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	\$0.154990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHEROKEE, GASOLINE, 1,000 - 8,199 GALLONS  
 CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	\$0.154990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CHEROKEE, DIESEL, 1,000 - 7,499 GALLONS  
 CHEROKEE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	\$0.099900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHILTON, GASOLINE, 1,000 - 8,199 GALLONS  
 CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	\$0.099900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CHILTON, DIESEL, 1,000 - 7,499 GALLONS  
 CHILTON, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	\$0.149900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHOCTAW, GASOLINE, 1,000 - 8,199 GALLONS  
 CHOCTAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	\$0.149900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CHOCTAW, DIESEL, 1,000 - 7,499 GALLONS  
 CHOCTAW, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	\$0.124990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CLARKE, GASOLINE, 1,000 - 8,199 GALLONS  
 CLARKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	\$0.044900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CLARKE, GASOLINE, 8,200 > GALLONS  
 CLARKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	\$0.124990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CLARKE, DIESEL, 1,000 - 7,499 GALLONS  
 CLARKE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	\$0.044900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CLARKE, DIESEL, 7,500 > GALLONS  
 CLARKE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	\$0.239900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CLEBURNE, GASOLINE, 1,000 - 8,199 GALLONS  
 CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	\$0.239900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CLEBURNE, DIESEL, 1,000 - 7,499 GALLONS  
 CLEBURNE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	\$0.349900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

**COMMODITY / SERVICE INFORMATION**

CONECUH, < 1,000 GALLONS, DELIVERY  
 CONECUH, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	\$0.114990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CONECUH, GASOLINE, 1,000 - 8,199 GALLONS  
 CONECUH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	\$0.042500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CONECUH, GASOLINE, 8,200 > GALLONS  
 CONECUH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	\$0.114990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CONECUH, DIESEL, 1,000 - 7,499 GALLONS  
 CONECUH, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	\$0.164990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 COVINGTON, GASOLINE, 1,000 - 8,199 GALLONS  
 COVINGTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	\$0.044990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 COVINGTON, GASOLINE, 8,200 > GALLONS  
 COVINGTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	\$0.164990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 COVINGTON, DIESEL, 1,000 - 7,499 GALLONS  
 COVINGTON, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	\$0.129900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CRENSHAW, GASOLINE, 1,000 - 8,199 GALLONS  
 CRENSHAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	\$0.129900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CRENSHAW, DIESEL, 1,000 - 7,499 GALLONS  
 CRENSHAW, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	\$0.108990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CULLMAN, GASOLINE, 1,000 - 8,199 GALLONS  
 CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	\$0.108990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CULLMAN, DIESEL, 1,000 - 7,499 GALLONS  
 CULLMAN, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	\$0.234990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 DALLAS, < 1,000 GALLONS, DELIVERY  
 DALLAS, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	\$0.102490	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 DALLAS, GASOLINE, 1,000 - 8,199 GALLONS  
 DALLAS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	\$0.102499	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 DALLAS, DIESEL, 1,000 - 7,499 GALLONS  
 DALLAS, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	\$0.324990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 DEKALB, GASOLINE, 1,000 - 8,199 GALLONS  
 DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	\$0.324990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 DEKALB, DIESEL, 1,000 - 7,499 GALLONS  
 DEKALB, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	\$0.124990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 ESCAMBIA, GASOLINE, 1,000 - 8,199 GALLONS  
 ESCAMBIA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	\$0.044990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

Final

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ESCAMBIA, GASOLINE, 8,200 > GALLONS  
 ESCAMBIA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	\$0.123499	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 ESCAMBIA, DIESEL, 1,000 - 7,499 GALLONS  
 ESCAMBIA, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	\$0.159900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 ETOWAH, GASOLINE, 1,000 - 8,199 GALLONS  
 ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	\$0.154990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 ETOWAH, DIESEL, 1,000 - 7,499 GALLONS  
 ETOWAH, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	\$0.149900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 FRANKLIN, GASOLINE, 1,000 - 8,199 GALLONS  
 FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	\$0.044990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 GENEVA, GASOLINE, 8,200 > GALLONS  
 GENEVA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	\$0.126990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 GREENE, GASOLINE, 1,000 - 8,199 GALLONS  
 GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	\$0.012699	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 GREENE, DIESEL, 1,000 - 7,499 GALLONS  
 GREENE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	\$0.141990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 HALE, GASOLINE, 1,000 - 8,199 GALLONS  
 HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

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52	0	GAL	\$0.141990	\$0.00			\$0.00	\$0.00
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4050935 - DIESEL FUEL, MOTOR FUEL)  
 HALE, DIESEL, 1,000 - 7,499 GALLONS  
 HALE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	\$0.204990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 JACKSON, GASOLINE, 1,000 - 8,199 GALLONS  
 JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	\$0.204990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 JACKSON, DIESEL, 1,000 - 7,499 GALLONS  
 JACKSON, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	\$0.097990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 JEFFERSON, GASOLINE, 1,000 - 8,199 GALLONS  
 JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	\$0.097990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 JEFFERSON, DIESEL, 1,000 - 7,499 GALLONS  
 JEFFERSON, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	\$0.242900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LAMAR, GASOLINE, 1,000 - 8,199 GALLONS  
 LAMAR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	\$0.032490	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LAMAR, GASOLINE, 8,200 > GALLONS  
 LAMAR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	\$0.242900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 LAMAR, DIESEL, 1,000 - 7,499 GALLONS  
 LAMAR, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	\$0.149900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LAUDERDALE, GASOLINE, 1,000 - 8,199 GALLONS  
 LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	\$0.149900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 LAUDERDALE, DIESEL, 1,000 - 7,499 GALLONS  
 LAUDERDALE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	\$0.102490	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LAWRENCE, GASOLINE, 1,000 - 8,199 GALLONS  
 LAWRENCE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	\$0.199000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LOWNDES, < 1,000 GALLONS, DELIVERY  
 LOWNDES, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	\$0.099000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LOWNDES, GASOLINE, 1,000 - 8,199 GALLONS  
 LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	\$0.099000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 LOWNDES, DIESEL, 1,000 - 7,499 GALLONS  
 LOWNDES, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	\$0.134990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MACON, GASOLINE, 1,000 - 8,199 GALLONS  
 MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	\$0.134990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MACON, DIESEL, 1,000 - 7,499 GALLONS  
 MACON, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	\$0.289000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MARION, GASOLINE, 1,000 - 8,199 GALLONS  
 MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	\$0.289900	\$0.00			\$0.00	\$0.00



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4050935 - DIESEL FUEL, MOTOR FUEL)  
 MARION, DIESEL, 1,000 - 7,499 GALLONS  
 MARION, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	\$0.134990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MARSHALL, GASOLINE, 1,000 - 8,199 GALLONS  
 MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	\$0.134990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MARSHALL, DIESEL, 1,000 - 7,499 GALLONS  
 MARSHALL, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	\$0.132499	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MONROE, GASOLINE, 1,000 - 8,199 GALLONS  
 MONROE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	\$0.039900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MONROE, GASOLINE, 8,200 > GALLONS  
 MONROE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	\$0.132499	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MONROE, DIESEL, 1,000 - 7,499 GALLONS  
 MONROE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	\$0.194990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 PICKENS, GASOLINE, 1,000 - 8,199 GALLONS  
 PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	\$0.194990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 PICKENS, DIESEL, 1,000 - 7,499 GALLONS  
 PICKENS, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	\$0.134990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 PIKE, GASOLINE, 1,000 - 8,199 GALLONS  
 PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	\$0.134990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 PIKE, DIESEL, 1,000 - 7,499 GALLONS  
 PIKE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	\$0.274990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 RANDOLPH, GASOLINE, 1,000 - 8,199 GALLONS  
 RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	\$0.274990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 RANDOLPH, DIESEL, 1,000 - 7,499 GALLONS  
 RANDOLPH, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	\$0.124990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 ST. CLAIR, GASOLINE, 1,000 - 8,199 GALLONS  
 ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	\$0.124990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 ST. CLAIR, DIESEL, 1,000 - 7,499 GALLONS  
 ST. CLAIR, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	\$0.219900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 SUMTER, GASOLINE, 1,000 - 8,199 GALLONS  
 SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	\$0.219900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 SUMTER, DIESEL, 1,000 - 7,499 GALLONS  
 SUMTER, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	\$0.129900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 TALLADEGA, GASOLINE, 1,000 - 8,199 GALLONS  
 TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	\$0.129900	\$0.00			\$0.00	\$0.00

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4050935 - DIESEL FUEL, MOTOR FUEL)  
TALLADEGA, DIESEL, 1,000 - 7,499 GALLONS  
TALLADEGA, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	\$0.124990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
TUSCALOOSA, GASOLINE, 1,000 - 8,199 GALLONS  
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	\$0.124990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
TUSCALOOSA, DIESEL, 1,000 - 7,499 GALLONS  
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	\$0.104990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
WALKER, GASOLINE, 1,000 - 8,199 GALLONS  
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	\$0.104990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
WALKER, DIESEL, 1,000 - 7,499 GALLONS  
WALKER, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	\$0.144990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
WASHINGTON, GASOLINE, 1,000 - 8,199 GALLONS  
WASHINGTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	\$0.032990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
WASHINGTON, GASOLINE, 8,200 > GALLONS  
WASHINGTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	\$0.144990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
WASHINGTON, DIESEL, 1,000 - 7,499 GALLONS  
WASHINGTON, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	\$0.399000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
WILCOX < 1,000 GALLONS, DELIVERY  
WILCOX, < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	\$0.214990	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 WILCOX, GASOLINE, 1,000 - 8,199 GALLONS  
 WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	\$0.214990	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 WILCOX, DIESEL, 1,000 - 7,499 GALLONS  
 WILCOX, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	\$0.149900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 WINSTON, GASOLINE, 1,000 - 8,199 GALLONS  
 WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	\$0.149900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 WINSTON, DIESEL, 1,000 - 7,499 GALLONS  
 WINSTON, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 FUEL, GASOLINE & DIESEL FUEL  
 FUEL, GASOLINE & DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 TAXES / FEES FEDERAL/STATE/LOCAL  
 TAXES / FEES FEDERAL/STATE/LOCAL

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver

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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Choice of Law; Venue:**

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

**Not to Constitute a Debt of the State:**

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

**Bid Response Instructions**

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection**

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid responses with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and a complete exact copy
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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

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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.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

**Certification Pursuant to Act no. 2006-557**

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov)

In compliance with Act 2016-312, by submitting this bid 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.”

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**Ordering Process:**

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

\*\*\*\*\* **Important Agency Instructions** \*\*\*\*\*

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

**Specifications:**

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

**Clear and Dyed (off-road) Diesel:**

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

**Fuel report:**

Unit prices only include "Margin over OPIS". A fuel report will be prepared by State Purchasing based off the "Rack AVG" pricing for the Montgomery Alabama location from the daily reports (M-F)\* that State Purchasing subscribes to from OPIS.

\*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: [terri.cole@purchasing.alabama.gov](mailto:terri.cole@purchasing.alabama.gov)

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

\*\*\*\*\* **Source of Fuel Report figures** \*\*\*\*\*

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

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"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

**Quantity:**

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

**Specifications, Samples, Protocols, Analysis Reports:**

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

**Bad Fuel:**

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

**Pricing:**

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

**Delivery time frame:**

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

**Delivery Slip:**

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

**Credit application or other forms:**

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

**Taxes/Fees:**

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify



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State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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## TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

### **Purpose:**

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

### **Assignment of contract:**

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

### **Contract period:**

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

### **Non-appropriation of funds:**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

### **Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):**

	Gasoline.....	Diesel.....
AL Excise.....	0.1800.....	\$0.1900*
AL Inspection.....	\$0.0200.....	Exempt
		<b>or \$0.0200**</b>
Federal Oil Spill.....	\$0.0019.....	\$0.00214
Liability .....		
Federal Lust.....	\$0.0010.....	\$0.0010
<b>AL Import Fee.....</b>	<b>N/A.....</b>	<b>\$0.0075</b>

\*AL Excise Tax on diesel is for clear diesel only – not dyed  
 \*\* State agencies are exempt for the inspection fee on clear diesel.  
 Other gov't agencies pay \$0.02 per gallon. State agencies and  
 Other gov't agencies pay \$0.02 per gallon on dyed diesel.  
 \*\*\*County and city taxes to be paid as applicable.



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 180000000004

**NOT TO EXCEED AMOUNT:**

Begin Date: 10/01/2017

Procurement Folder: 368619

Expiration Date: 09/30/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/23/18

Version Number: 3

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

GASOLINE & DIESEL FUEL

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000053353: The McPherson Companies Inc  
5051 Cardinal St  
Trussville AL 35173

**Contact:**

Ryan Harrison  
2056614527  
rharrison@McPhersonoil.Com

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	\$0.180000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CALHOUN, GASOLINE, 1,000 - 8,199 GALLONS  
 CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$0.180000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CALHOUN, DIESEL, 1,000 - 7,499 GALLONS  
 CALHOUN, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$0.500000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CLARKE, < 1,000 GALLONS, DELIVERY  
 CLARKE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$0.500000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CLAY, < 1,000 GALLONS, DELIVERY  
 CLAY, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$0.186000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CLAY, GASOLINE, 1,000 - 8,199 GALLONS  
 CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$0.186000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CLAY, DIESEL, 1,000 - 7,499 GALLONS  
 CLAY, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	\$0.500000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CLEBURNE, < 1,000 GALLONS, DELIVERY  
 CLEBURNE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	\$0.125000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 COLBERT, GASOLINE, 1,000 - 8,199 GALLONS  
 COLBERT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	GAL	\$0.125000	\$0.00			\$0.00	\$0.00

**COMMODITY / SERVICE INFORMATION**

4050935 - DIESEL FUEL, MOTOR FUEL)  
 COLBERT, DIESEL, 1,000 - 7,499 GALLONS  
 COLBERT, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$0.140000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 FAYETTE, GASOLINE, 1,000 - 8,199 GALLONS  
 FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$0.140000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 FAYETTE, DIESEL, 1,000 - 7,499 GALLONS  
 FAYETTE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$0.055000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 LAWRENCE, DIESEL, 1,000 - 7,499 GALLONS  
 LAWRENCE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	\$0.140000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LEE, GASOLINE, 1,000 - 8,199 GALLONS  
 LEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	\$0.140000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 LEE, DIESEL, 1,000 - 7,499 GALLONS  
 LEE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	\$0.091000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LIMESTONE, GASOLINE, 1,000 - 8,199 GALLONS  
 LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	\$0.091000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 LIMESTONE, DIESEL, 1,000 - 7,499 GALLONS  
 LIMESTONE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	\$0.096400	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MADISON, GASOLINE, 1,000 - 8,199 GALLONS  
 MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	\$0.096400	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
MADISON, DIESEL, 1,000 - 7,499 GALLONS  
MADISON, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	\$0.075000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
MOBILE, GASOLINE, 1,000 - 8,199 GALLONS  
MOBILE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	\$0.025000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
MOBILE, GASOLINE, 8,200 > GALLONS  
MOBILE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	\$0.075000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
MOBILE, DIESEL, 1,000 - 7,499 GALLONS  
MOBILE, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	\$0.089000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
MORGAN, GASOLINE, 1,000 - 8,199 GALLONS  
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	\$0.089000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
MORGAN, DIESEL, 1,000 - 7,499 GALLONS  
MORGAN, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	\$0.090000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
SHELBY, GASOLINE, 1,000 - 8,199 GALLONS  
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	\$0.090000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
SHELBY, DIESEL, 1,000 - 7,499 GALLONS  
SHELBY, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0		\$0.000000	\$0.00			\$0.00	\$0.00

**COMMODITY / SERVICE INFORMATION**

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 FUEL, PRICING, GASOLINE & DIESEL FUEL  
 FUEL, PRICING, GASOLINE & DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 TAXES & FEES /FEDERAL /STATE /LOCAL  
 TAXES & FEES /FEDERAL /STATE /LOCAL

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



**Purchasing Director**

**APPROVALS**

Date	Status Before	Status After	Approver

Final



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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Choice of Law; Venue:**

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

**Not to Constitute a Debt of the State:**

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

**Bid Response Instructions**

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection**

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid responses with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and a complete exact copy
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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

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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.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

**Certification Pursuant to Act no. 2006-557**

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov)

In compliance with Act 2016-312, by submitting this bid 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.”

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**Ordering Process:**

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

\*\*\*\*\* **Important Agency Instructions** \*\*\*\*\*

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

**Specifications:**

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

**Clear and Dyed (off-road) Diesel:**

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

**Fuel report:**

Unit prices only include "Margin over OPIS". A fuel report will be prepared by State Purchasing based off the "Rack AVG" pricing for the Montgomery Alabama location from the daily reports (M-F)\* that State Purchasing subscribes to from OPIS.

\*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: [terri.cole@purchasing.alabama.gov](mailto:terri.cole@purchasing.alabama.gov)

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

\*\*\*\*\* **Source of Fuel Report figures** \*\*\*\*\*

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

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"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

**Quantity:**

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

**Specifications, Samples, Protocols, Analysis Reports:**

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

**Bad Fuel:**

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

**Pricing:**

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

**Delivery time frame:**

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

**Delivery Slip:**

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

**Credit application or other forms:**

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

**Taxes/Fees:**

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify

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State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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## TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

### **Purpose:**

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

### **Assignment of contract:**

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

### **Contract period:**

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

### **Non-appropriation of funds:**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

### **Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):**

	Gasoline.....	Diesel.....
AL Excise.....	0.1800.....	\$0.1900*
AL Inspection.....	\$0.0200.....	Exempt
		<b>or \$0.0200**</b>
Federal Oil Spill.....	\$0.0019.....	\$0.00214
Liability .....		
Federal Lust.....	\$0.0010.....	\$0.0010
<b>AL Import Fee.....</b>	<b>N/A.....</b>	<b>\$0.0075</b>

\*AL Excise Tax on diesel is for clear diesel only – not dyed  
 \*\* State agencies are exempt for the inspection fee on clear diesel.  
 Other gov't agencies pay \$0.02 per gallon. State agencies and  
 Other gov't agencies pay \$0.02 per gallon on dyed diesel.  
 \*\*\*County and city taxes to be paid as applicable.



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 180000000005

**NOT TO EXCEED AMOUNT:**

Begin Date: 10/01/2017

Procurement Folder: 368619

Expiration Date: 09/30/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 09/11/18

Version Number: 3

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

GASOLINE & DIESEL FUEL

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000053985: W H Thomas Oil Co Inc  
P.O. Box 890  
Clanton AL 35046

**Contact:**

Bill Thomas  
205-755-2610  
shannon@whthomasoil.com



**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	\$0.245000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BIBB, < 1,000 GALLONS, DELIVERY  
 BIBB, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$0.250000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHILTON, < 1,000 GALLONS, DELIVERY  
 CHILTON, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$0.250000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 COLBERT, < 1,000 GALLONS, DELIVERY  
 COLBERT, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$0.250000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CULLMAN, < 1,000 GALLONS, DELIVERY  
 CULLMAN, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$0.200000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 FRANKLIN, DIESEL, 1,000 - 7,499 GALLONS  
 FRANKLIN, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$0.200000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 JEFFERSON, < 1,000 GALLONS, DELIVERY  
 JEFFERSON, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	\$0.320000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LAUDERDALE, < 1,000 GALLONS, DELIVERY  
 LAUDERDALE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	\$0.330000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LAWRENCE, < 1,000 GALLONS, DELIVERY  
 LAWRENCE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	GAL	\$0.250000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LIMESTONE, < 1,000 GALLONS, DELIVERY  
 LIMESTONE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$0.280000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MADISON, < 1,000 GALLONS, DELIVERY  
 MADISON, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$0.180000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MONTGOMERY < 1,000 GALLONS, DELIVERY  
 MONTGOMERY < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$0.249900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MORGAN < 1,000 GALLONS, DELIVERY  
 MORGAN < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	\$0.190000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 PERRY, GASOLINE, 1,000 - 8,199 GALLONS  
 PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	\$0.190000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 PERRY, DIESEL, 1,000 - 7,499 GALLONS  
 PERRY, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	\$0.250000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 ST. CLAIR < 1,000 GALLONS, DELIVERY  
 ST. CLAIR < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	\$0.199900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 SHELBY < 1,000 GALLONS, DELIVERY  
 SHELBY < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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**COMMODITY / SERVICE INFORMATION**

17	0	GAL	\$0.350000	\$0.00			\$0.00	\$0.00
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40515 - Gasoline, Automotive  
TALLADEGA < 1,000 GALLONS, DELIVERY  
TALLADEGA < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	\$0.249900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
TUSCALOOSA < 1,000 GALLONS, DELIVERY  
TUSCALOOSA, < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
FUEL PRICING GASOLINE & DIESEL  
FUEL PRICING GASOLINE & DIESEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
TAXES/FEES - FEDERAL/STATE/LOCAL  
TAXES/FEES - FEDERAL/STATE/LOCAL

Final

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Approved:



**Purchasing Director**

APPROVALS			
Date	Status Before	Status After	Approver

180000000005	Document Phase Final	Document Description GASOLINE & DIESEL FUEL	Page 5 of 12
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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Choice of Law; Venue:**

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**Bid Response Instructions:**

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection:**

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any 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.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

#### Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov)

In compliance with Act 2016-312, by submitting this bid 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.

#### \*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\*

#### Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

#### Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

#### Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

#### Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to [protests@purchasing.alabama.gov](mailto:protests@purchasing.alabama.gov)

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**Alternate Bid Response**

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

**Internet Website Link's**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

**Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

**Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

**Bid Responses and Bid Results**

Unevaluated Bid Responses are available on our website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov). The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

**Foreign Corporation – Certificate of Authority**

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

**Alabama Preferred Vendor**

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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**Ordering Process:**

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

\*\*\*\*\* **Important Agency Instructions** \*\*\*\*\*

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

**Specifications:**

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

**Clear and Dyed (off-road) Diesel:**

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

**Fuel report:**

Unit prices only include "Margin over OPIS". A fuel report will be prepared by State Purchasing based off the "Rack AVG" pricing for the Montgomery Alabama location from the daily reports (M-F)\* that State Purchasing subscribes to from OPIS.

\*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: [terri.cole@purchasing.alabama.gov](mailto:terri.cole@purchasing.alabama.gov)

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

\*\*\*\*\* **Source of Fuel Report figures** \*\*\*\*\*

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

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"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

**Quantity:**

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

**Specifications, Samples, Protocols, Analysis Reports:**

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

**Bad Fuel:**

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

**Pricing:**

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

**Delivery time frame:**

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

**Delivery Slip:**

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

**Credit application or other forms:**

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

**Taxes/Fees:**

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify



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State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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## TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

### **Purpose:**

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

### **Assignment of contract:**

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

### **Contract period:**

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

### **Non-appropriation of funds:**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

### **Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):**

	Gasoline.....	Diesel.....
AL Excise.....	0.1800.....	\$0.1900*
AL Inspection.....	\$0.0200.....	Exempt
		<b>or \$0.0200**</b>
Federal Oil Spill.....	\$0.0019.....	\$0.00214
Liability .....		
Federal Lust.....	\$0.0010.....	\$0.0010
<b>AL Import Fee.....</b>	<b>N/A.....</b>	<b>\$0.0075</b>

\*AL Excise Tax on diesel is for clear diesel only – not dyed  
 \*\* State agencies are exempt for the inspection fee on clear diesel.  
 Other gov't agencies pay \$0.02 per gallon. State agencies and  
 Other gov't agencies pay \$0.02 per gallon on dyed diesel.  
 \*\*\*County and city taxes to be paid as applicable.



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 180000000006

**NOT TO EXCEED AMOUNT:**

Begin Date: 10/01/2017

Procurement Folder: 368619

Expiration Date: 09/30/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/23/18

Version Number: 3

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

GASOLINE & DIESEL FUEL

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000057474: Pumpelly Oil Acquisition LLC  
DBA: Reladyne  
PO BOX 958669

**Contact:**

Rick Norton  
3342627301  
rick.norton@reladyne.com

St. Louis MO 63195-8669

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	\$0.249000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 AUTAUGA, < 1,000 GALLONS, DELIVERY  
 AUTAUGA, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$0.250300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BLOUNT, < 1,000 GALLONS, DELIVERY  
 BLOUNT, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$0.499000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BUTLER, < 1,000 GALLONS, DELIVERY  
 BUTLER, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$0.341800	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CALHOUN, < 1,000 GALLONS, DELIVERY  
 CALHOUN, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$0.899000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHEROKEE, < 1,000 GALLONS, DELIVERY  
 CHEROKEE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$0.899000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHOCTAW, < 1,000 GALLONS, DELIVERY  
 CHOCTAW, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	\$0.059000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 DALE, DIESEL, 1,000 - 7,499 GALLONS  
 DALE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	\$0.356000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 ETOWAH, < 1,000 GALLONS, DELIVERY  
 ETOWAH, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	GAL	\$0.256000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 FAYETTE, < 1,000 GALLONS, DELIVERY  
 FAYETTE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$0.520300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 FRANKLIN, < 1,000 GALLONS, DELIVERY  
 FRANKLIN, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$0.358000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 GREENE, < 1,000 GALLONS, DELIVERY  
 GREENE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$0.358000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 HALE, < 1,000 GALLONS, DELIVERY  
 HALE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	\$0.899000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LAMAR, < 1,000 GALLONS, DELIVERY  
 LAMAR, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	\$0.049000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 LAMAR, DIESEL, 7,500 > GALLONS  
 LAMAR, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	\$0.349000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MARENGO, < 1,000 GALLONS, DELIVERY  
 MARENGO, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	\$0.187000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MARENGO, GASOLINE, 1,000 - 8,199 GALLONS  
 MARENGO, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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**COMMODITY / SERVICE INFORMATION**

17	0	GAL	\$0.187000	\$0.00			\$0.00	\$0.00
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4050935 - DIESEL FUEL, MOTOR FUEL)  
 MARENGO, DIESEL, 1,000 - 7,499 GALLONS  
 MARENGO, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	\$0.406000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MARION, < 1,000 GALLONS, DELIVERY  
 MARION, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	\$0.498000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 PERRY < 1,000 GALLONS, DELIVERY  
 PERRY < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	\$0.898000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 PICKENS < 1,000 GALLONS, DELIVERY  
 PICKENS < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	\$0.599000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 SUMTER < 1,000 GALLONS, DELIVERY  
 SUMTER < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	\$0.160300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 WALKER < 1,000 GALLONS, DELIVERY  
 WALKER, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	\$0.256000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 WINSTON < 1,000 GALLONS, DELIVERY  
 WINSTON, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 FUEL PRICING GASOLINE & DIESEL FUEL  
 FUEL PRICING GASOLINE & DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0		\$0.000000	\$0.00			\$0.00	\$0.00

Final

COMMODITY / SERVICE INFORMATION

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
TAXES/FEES - FEDERAL/STATE/LOCAL  
TAXES/FEES - FEDERAL/STATE/LOCAL

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final



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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Choice of Law; Venue:**

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

**Not to Constitute a Debt of the State:**

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

**Bid Response Instructions**

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection**

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid responses with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and a complete exact copy
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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

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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.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

**Certification Pursuant to Act no. 2006-557**

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov)

In compliance with Act 2016-312, by submitting this bid 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.”

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**Ordering Process:**

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

\*\*\*\*\* **Important Agency Instructions** \*\*\*\*\*

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

**Specifications:**

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

**Clear and Dyed (off-road) Diesel:**

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

**Fuel report:**

Unit prices only include "Margin over OPIS". A fuel report will be prepared by State Purchasing based off the "Rack AVG" pricing for the Montgomery Alabama location from the daily reports (M-F)\* that State Purchasing subscribes to from OPIS.

\*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: [terri.cole@purchasing.alabama.gov](mailto:terri.cole@purchasing.alabama.gov)

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

\*\*\*\*\* **Source of Fuel Report figures** \*\*\*\*\*

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

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"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

**Quantity:**

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

**Specifications, Samples, Protocols, Analysis Reports:**

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

**Bad Fuel:**

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

**Pricing:**

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

**Delivery time frame:**

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

**Delivery Slip:**

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

**Credit application or other forms:**

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

**Taxes/Fees:**

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify

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State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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## TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

### **Purpose:**

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

### **Assignment of contract:**

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

### **Contract period:**

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

### **Non-appropriation of funds:**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

### **Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):**

	Gasoline.....	Diesel.....
AL Excise.....	0.1800.....	\$0.1900*
AL Inspection.....	\$0.0200.....	Exempt
		<b>or \$0.0200**</b>
Federal Oil Spill.....	\$0.0019.....	\$0.00214
Liability .....		
Federal Lust.....	\$0.0010.....	\$0.0010
<b>AL Import Fee.....</b>	<b>N/A.....</b>	<b>\$0.0075</b>

\*AL Excise Tax on diesel is for clear diesel only – not dyed  
 \*\* State agencies are exempt for the inspection fee on clear diesel.  
 Other gov't agencies pay \$0.02 per gallon. State agencies and  
 Other gov't agencies pay \$0.02 per gallon on dyed diesel.  
 \*\*\*County and city taxes to be paid as applicable.



**State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement**

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 180000000007

**NOT TO EXCEED AMOUNT:**

Begin Date: 10/01/2017

Procurement Folder: 368619

Expiration Date: 09/30/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/27/18

Version Number: 3

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme  
334-242-7173  
Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

GASOLINE & DIESEL FUEL

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000057830: Retif Oil F& Fuel L.L.C.  
6955 Cary Hamilton Rd.  
Theodore AL 36582

**Contact:**

Jack Minto  
2514342005  
Jminto@Retif.Com



**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	\$0.205000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
BALDWIN, < 1,000 GALLONS, DELIVERY  
BALDWIN, < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$0.225000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
BARBOUR, < 1,000 GALLONS, DELIVERY  
BARBOUR, < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$0.123600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
BARBOUR, GASOLINE, 1,000 - 8,199 GALLONS  
BARBOUR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$0.123600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
BARBOUR, DIESEL, 1,000 - 7,499 GALLONS  
BARBOUR, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$0.235000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
BULLOCK, < 1,000 GALLONS, DELIVERY  
BULLOCK, < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$0.225000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
COFFEE, < 1,000 GALLONS, DELIVERY  
COFFEE, < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	\$0.129200	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
COFFEE, GASOLINE, 1,000 - 8,199 GALLONS  
COFFEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	\$0.129200	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
COFFEE, DIESEL, 1,000 - 7,499 GALLONS  
COFFEE, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	GAL	\$0.400000	\$0.00			\$0.00	\$0.00

**COMMODITY / SERVICE INFORMATION**

40515 - Gasoline, Automotive  
 COVINGTON, < 1,000 GALLONS, DELIVERY  
 COVINGTON, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$0.225000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CRENSHAW, < 1,000 GALLONS, DELIVERY  
 CRENSHAW, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$0.185000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 DALE, < 1,000 GALLONS, DELIVERY  
 DALE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$0.098600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 DALE, GASOLINE, 1,000 - 8,199 GALLONS  
 DALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	\$0.225000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 ESCAMBIA, < 1,000 GALLONS, DELIVERY  
 ESCAMBIA, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	\$0.145000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 GENEVA, < 1,000 GALLONS, DELIVERY  
 GENEVA, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	\$0.098700	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 GENEVA, GASOLINE, 1,000 - 8,199 GALLONS  
 GENEVA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	\$0.098700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 GENEVA, DIESEL, 1,000 - 7,499 GALLONS  
 GENEVA, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	\$0.220500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 HENRY, < 1,000 GALLONS, DELIVERY

**COMMODITY / SERVICE INFORMATION**

HENRY, < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	\$0.120500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
HENRY, GASOLINE, 1,000 - 8,199 GALLONS  
HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	\$0.120500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
HENRY, DIESEL, 1,000 - 7,499 GALLONS  
HENRY, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	\$0.186300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
HOUSTON, < 1,000 GALLONS, DELIVERY  
HOUSTON, < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	\$0.115400	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
HOUSTON, GASOLINE, 1,000 - 8,199 GALLONS  
HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	\$0.115400	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
HOUSTON, DIESEL, 1,000 - 7,499 GALLONS  
HOUSTON, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	\$0.153600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
MOBILE < 1,000 GALLONS, DELIVERY  
MOBILE < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	\$0.246100	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
MONROE < 1,000 GALLONS, DELIVERY  
MONROE < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	\$0.249300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
PIKE < 1,000 GALLONS, DELIVERY  
PIKE < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Final

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	\$0.237300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 WASHINGTON < 1,000 GALLONS, DELIVERY  
 WASHINGTON, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 FUEL PRICING GASOLINE & DIESEL  
 FUEL PRICING GASOLINE & DIESEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 TAXES/FEES - FEDERAL/STATE/LOCAL  
 TAXES/FEES - FEDERAL/STATE/LOCAL

Final

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



**Purchasing Director**

**APPROVALS**

Date	Status Before	Status After	Approver

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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Choice of Law; Venue:**

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

**Not to Constitute a Debt of the State:**

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

**Bid Response Instructions:**

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection:**

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any 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.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

#### Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov)

In compliance with Act 2016-312, by submitting this bid 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.

#### \*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\*

#### Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

#### Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

#### Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

#### Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to [protests@purchasing.alabama.gov](mailto:protests@purchasing.alabama.gov)

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**Alternate Bid Response**

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

**Internet Website Link's**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

**Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

**Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

**Bid Responses and Bid Results**

Unevaluated Bid Responses are available on our website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov). The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

**Foreign Corporation – Certificate of Authority**

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

**Alabama Preferred Vendor**

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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**Ordering Process:**

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

\*\*\*\*\* **Important Agency Instructions** \*\*\*\*\*

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

**Specifications:**

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

**Clear and Dyed (off-road) Diesel:**

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

**Fuel report:**

Unit prices only include "Margin over OPIS". A fuel report will be prepared by State Purchasing based off the "Rack AVG" pricing for the Montgomery Alabama location from the daily reports (M-F)\* that State Purchasing subscribes to from OPIS.

\*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: [terri.cole@purchasing.alabama.gov](mailto:terri.cole@purchasing.alabama.gov)

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

\*\*\*\*\* **Source of Fuel Report figures** \*\*\*\*\*

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline



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"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

**Quantity:**

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

**Specifications, Samples, Protocols, Analysis Reports:**

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

**Bad Fuel:**

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

**Pricing:**

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

**Delivery time frame:**

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

**Delivery Slip:**

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

**Credit application or other forms:**

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

**Taxes/Fees:**

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify

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State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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## TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

### **Purpose:**

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

### **Assignment of contract:**

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

### **Contract period:**

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

### **Non-appropriation of funds:**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

### **Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):**

	Gasoline.....	Diesel.....
AL Excise.....	0.1800.....	\$0.1900*
AL Inspection.....	\$0.0200.....	Exempt
		<b>or \$0.0200**</b>
Federal Oil Spill.....	\$0.0019.....	\$0.00214
Liability .....		
Federal Lust.....	\$0.0010.....	\$0.0010
<b>AL Import Fee.....</b>	<b>N/A.....</b>	<b>\$0.0075</b>

\*AL Excise Tax on diesel is for clear diesel only – not dyed  
 \*\* State agencies are exempt for the inspection fee on clear diesel.  
 Other gov't agencies pay \$0.02 per gallon. State agencies and  
 Other gov't agencies pay \$0.02 per gallon on dyed diesel.  
 \*\*\*County and city taxes to be paid as applicable.



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

**Modification**

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 180000000008

**NOT TO EXCEED AMOUNT:**

Begin Date: 10/01/2017

Procurement Folder: 368619

Expiration Date: 09/30/2018

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 06/21/18

Version Number: 3

**CONTACT INFORMATION**

**REQUESTOR:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**ISSUER:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**BUYER:**

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

GASOLINE & DIESEL FUEL

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

Petroleum Purchasing Inc was bought out by W H Thomas Oil. Mr. Jones has approved all lines on this contract be re-assigned to W H Thomas Oil.

**VENDOR INFORMATION**

**Name /Address:**

VS000011441: Petroleum Purchasing, Inc.

DBA: PetroSouth, Inc.

1525 Pumphrey Ave

Auburn AL 36832

**Contact:**

MARK PRICE

334-246-5574

MARKP@PETROSOUTH.COM

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	\$0.100000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BULLOCK, GASOLINE, 1,000 - 8,199 GALLONS  
 BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$0.100000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 BULLOCK, DIESEL, 1,000 - 7,499 GALLONS  
 BULLOCK, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$0.200000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHAMBERS, < 1,000 GALLONS, DELIVERY  
 CHAMBERS, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$0.150000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHAMBERS, GASOLINE, 1,000 - 8,199 GALLONS  
 CHAMBERS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$0.150000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CHAMBERS, DIESEL, 1,000 - 7,499 GALLONS  
 CHAMBERS, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$0.120000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 COOSA, < 1,000 GALLONS, DELIVERY  
 COOSA, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	\$0.120000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 COOSA, GASOLINE, 1,000 - 8,199 GALLONS  
 COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	\$0.120000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 COOSA, DIESEL, 1,000 - 7,499 GALLONS  
 COOSA, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	GAL	\$0.080000	\$0.00			\$0.00	\$0.00

Final

**COMMODITY / SERVICE INFORMATION**

40515 - Gasoline, Automotive  
 ELMORE, < 1,000 GALLONS, DELIVERY  
 ELMORE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$0.080000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 ELMORE, GASOLINE, 1,000 - 8,199 GALLONS  
 ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$0.080000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 ELMORE, DIESEL, 1,000 - 7,499 GALLONS  
 ELMORE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$0.018000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 ELMORE, DIESEL, 7,500 > GALLONS  
 ELMORE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	\$0.145000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LEE, < 1,000 GALLONS, DELIVERY  
 LEE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	\$0.009500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LEE, GASOLINE, 8,200 > GALLONS  
 LEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	\$0.135000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MACON, < 1,000 GALLONS, DELIVERY  
 MACON, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	\$0.079000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MONTGOMERY, GASOLINE, 1,000 - 8,199 GALLONS  
 MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	\$0.079000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MONTGOMERY, DIESEL, 1,000 - 7,499 GALLONS

Final

**COMMODITY / SERVICE INFORMATION**

MONTGOMERY, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	\$0.132500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
RUSSELL < 1,000 GALLONS, DELIVERY  
RUSSELL < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	\$0.132500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
RUSSELL, GASOLINE, 1,000 - 8,199 GALLONS  
RUSSELL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	\$0.018500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
RUSSELL, GASOLINE, 8,200 > GALLONS  
RUSSELL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	\$0.132500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
RUSSELL, DIESEL, 1,000 - 7,499 GALLONS  
RUSSELL, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	\$0.018500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
RUSSELL, DIESEL, 7,500 > GALLONS  
RUSSELL, DIESEL FUEL CLEAR OR DYED:  
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	\$0.129500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
TALLAPOOSA < 1,000 GALLONS, DELIVERY  
TALLAPOOSA < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	\$0.129500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
TALLAPOOSA, GASOLINE, 1,000 - 8,199 GALLONS  
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	\$0.129500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
TALLAPOOSA, DIESEL, 1,000 - 7,499 GALLONS  
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS



**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 FUEL PRICING GASOLINE & DIESEL FUEL  
 FUEL PRICING GASOLINE & DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 TAXES/FEES - FEDERAL/STATE/LOCAL  
 TAXES/FEES - FEDERAL/STATE/LOCAL

**VENDOR INFORMATION**

<p><b>Name /Address:</b></p> <p>VC000053985: W H Thomas Oil Co Inc                  P.O. Box 890                  Clanton AL 35046</p>	<p><b>Contact:</b></p> <p>Bill Thomas                  205-755-2610                  shannon@whthomasoil.com</p>
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Final

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	\$0.100000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 BULLOCK, GASOLINE, 1,000 - 8,199 GALLONS  
 BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$0.100000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 BULLOCK, DIESEL, 1,000 - 7,499 GALLONS  
 BULLOCK, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$0.200000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHAMBERS, < 1,000 GALLONS, DELIVERY  
 CHAMBERS, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$0.150000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 CHAMBERS, GASOLINE, 1,000 - 8,199 GALLONS  
 CHAMBERS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$0.150000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 CHAMBERS, DIESEL, 1,000 - 7,499 GALLONS  
 CHAMBERS, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$0.120000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 COOSA, < 1,000 GALLONS, DELIVERY  
 COOSA, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	\$0.120000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 COOSA, GASOLINE, 1,000 - 8,199 GALLONS  
 COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	\$0.120000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 COOSA, DIESEL, 1,000 - 7,499 GALLONS  
 COOSA, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	GAL	\$0.080000	\$0.00			\$0.00	\$0.00

Final

**COMMODITY / SERVICE INFORMATION**

40515 - Gasoline, Automotive  
 ELMORE, < 1,000 GALLONS, DELIVERY  
 ELMORE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$0.080000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 ELMORE, GASOLINE, 1,000 - 8,199 GALLONS  
 ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$0.080000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 ELMORE, DIESEL, 1,000 - 7,499 GALLONS  
 ELMORE, DIESEL FUEL CLEAR OR DYED:  
 1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$0.018000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 ELMORE, DIESEL, 7,500 > GALLONS  
 ELMORE, DIESEL FUEL CLEAR OR DYED:  
 7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	\$0.145000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LEE, < 1,000 GALLONS, DELIVERY  
 LEE, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	\$0.009500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 LEE, GASOLINE, 8,200 > GALLONS  
 LEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	\$0.135000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MACON, < 1,000 GALLONS, DELIVERY  
 MACON, < 1,000 GALLONS DELIVERY  
 GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	\$0.079000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
 MONTGOMERY, GASOLINE, 1,000 - 8,199 GALLONS  
 MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	\$0.079000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
 MONTGOMERY, DIESEL, 1,000 - 7,499 GALLONS

**COMMODITY / SERVICE INFORMATION**

MONTGOMERY, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	\$0.132500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
RUSSELL < 1,000 GALLONS, DELIVERY  
RUSSELL < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	\$0.132500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
RUSSELL, GASOLINE, 1,000 - 8,199 GALLONS  
RUSSELL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	\$0.018500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
RUSSELL, GASOLINE, 8,200 > GALLONS  
RUSSELL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	\$0.132500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
RUSSELL, DIESEL, 1,000 - 7,499 GALLONS  
RUSSELL, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	\$0.018500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
RUSSELL, DIESEL, 7,500 > GALLONS  
RUSSELL, DIESEL FUEL CLEAR OR DYED:  
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	\$0.129500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
TALLAPOOSA < 1,000 GALLONS, DELIVERY  
TALLAPOOSA < 1,000 GALLONS DELIVERY  
GASOLINE AND OR DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	\$0.129500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive  
TALLAPOOSA, GASOLINE, 1,000 - 8,199 GALLONS  
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 1,000 - 8,199

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	\$0.129500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)  
TALLAPOOSA, DIESEL, 1,000 - 7,499 GALLONS  
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:  
1,000 - 7,499 GALLONS

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 FUEL PRICING GASOLINE & DIESEL FUEL  
 FUEL PRICING GASOLINE & DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS  
 TAXES/FEES - FEDERAL/STATE/LOCAL  
 TAXES/FEES - FEDERAL/STATE/LOCAL

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



**Purchasing Director**

Final

APPROVALS			
Date	Status Before	Status After	Approver

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**Authority:**

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**Choice of Law; Venue:**

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

**Not to Constitute a Debt of the State:**

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

**Bid Response Instructions:**

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

**Bid rejection:**

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any 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.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

#### Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov)

In compliance with Act 2016-312, by submitting this bid 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.

#### \*\*\*\*\*STANDARD TERMS and CONDITIONS \*\*\*\*\*

#### Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

#### Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

#### Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

#### Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to [protests@purchasing.alabama.gov](mailto:protests@purchasing.alabama.gov)

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**Alternate Bid Response**

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

**Internet Website Link's**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

**Product Delivery, Receiving and Acceptance**

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**Sales Tax Exemption**

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

**Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

**Bid Responses and Bid Results**

Unevaluated Bid Responses are available on our website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov). The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

**Foreign Corporation – Certificate of Authority**

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

**Alabama Preferred Vendor**

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



**Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):**

	Gasoline.....	Diesel.....
AL Excise.....	0.1800.....	\$0.1900*
AL Inspection.....	\$0.0200.....	Exempt
		<b>or \$0.0200**</b>
Federal Oil Spill.....	\$0.0019.....	\$0.00214
Liability .....		
Federal Lust.....	\$0.0010.....	\$0.0010
<b>AL Import Fee.....</b>	<b>N/A.....</b>	<b>\$0.0075</b>

\*AL Excise Tax on diesel is for clear diesel only – not dyed  
 \*\* State agencies are exempt for the inspection fee on clear diesel.  
 Other gov't agencies pay \$0.02 per gallon. State agencies and  
 Other gov't agencies pay \$0.02 per gallon on dyed diesel.  
 \*\*\*County and city taxes to be paid as applicable.

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## TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

### **Purpose:**

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

### **Assignment of contract:**

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

### **Contract period:**

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

### **Non-appropriation of funds:**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

### **Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

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**Ordering Process:**

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

\*\*\*\*\* **Important Agency Instructions** \*\*\*\*\*

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

**Specifications:**

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

**Clear and Dyed (off-road) Diesel:**

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

**Fuel report:**

Unit prices only include "Margin over OPIS". A fuel report will be prepared by State Purchasing based off the "Rack AVG" pricing for the Montgomery Alabama location from the daily reports (M-F)\* that State Purchasing subscribes to from OPIS.

\*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: [terri.cole@purchasing.alabama.gov](mailto:terri.cole@purchasing.alabama.gov)

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

\*\*\*\*\* **Source of Fuel Report figures** \*\*\*\*\*

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

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"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

**Quantity:**

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

**Specifications, Samples, Protocols, Analysis Reports:**

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

**Bad Fuel:**

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

**Pricing:**

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

**Delivery time frame:**

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

**Delivery Slip:**

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

**Credit application or other forms:**

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

**Taxes/Fees:**

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify

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State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

**Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):**

	Gasoline.....	Diesel.....
AL Excise.....	0.1800.....	\$0.1900*
AL Inspection.....	\$0.0200.....	Exempt
		<b>or \$0.0200**</b>
Federal Oil Spill.....	\$0.0019.....	\$0.00214
Liability .....		
Federal Lust.....	\$0.0010.....	\$0.0010
<b>AL Import Fee.....</b>	<b>N/A.....</b>	<b>\$0.0075</b>

\*AL Excise Tax on diesel is for clear diesel only – not dyed  
 \*\* State agencies are exempt for the inspection fee on clear diesel.  
 Other gov't agencies pay \$0.02 per gallon. State agencies and  
 Other gov't agencies pay \$0.02 per gallon on dyed diesel.  
 \*\*\*County and city taxes to be paid as applicable.