

MARSHALL COUNTY COMMISSION

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COUNTY ENGINEER
MICHAEL D. KNOP



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RONNY SHUMATE

DISTRICT 2
JAMES R. WATSON

DISTRICT 3
LEE SIMS

DISTRICT 4
JOEY BAKER

MEMORANDUM

Date: July 30, 2025

To: All Bidders

From: Michael D. Knop, P.E.
Marshall County Engineer

Subject: Submittal of Bid and/or Performance Bonds for the Enclosed Specifications

In order to fulfill the requirements for the submittal of bid and/or performance bonds in the enclosed specifications, any of the following will suffice:

- Standard Bonds from a Surety Company
- Bank's Official Check
- Bank's Cashier's Check

Please be advised that cash, personal checks, company checks, and letters stating your company's line of credit from a bank are not acceptable.

The intent of bid and performance bonds is to assure that Marshall County is provided with a firm commitment that assures us of all liquidated damages in an amount to protect the County.

Should you have any questions concerning this or any of the bid specifications, please do not hesitate to contact our office.

Return Bid To:

MARSHALL COUNTY ENGINEERING
424 BLOUNT AVENUE SUITE 305
GUNTERSVILLE, ALABAMA 35976
(256) 571-7712

BID NO: 21 – 25

BID OPENING DATE & TIME: TUESDAY,
SEPTEMBER 2, 2025 - 2:00 P.M.

LOCATION: COMMISSION CHAMBERS
3RD FLOOR - SUITE A319 - MARSHALL
COUNTY COURTHOUSE - GUNTERSVILLE, AL

INVITATION FOR BIDS
FOR
GASOLINE & DIESEL FUEL

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Marshall County Commission, Guntersville, Alabama will receive competitive bids on the above item(s) for Marshall County and/or any agencies thereof.

VENDOR'S RESPONSE:

VENDOR'S NAME: _____

VENDOR'S ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

Email: _____

You are invited to submit a bid on the item(s) listed above. Please indicate your prices, and other information if requested, in the spaces provided. Make a copy for your records.

VENDOR'S RESPONSE:

I hereby agree to furnish the above-named items on or by the dates requested and hereby certify that all specifications set above will be met.

Authorized Representative

Typed or Printed Name

SPECIFICATIONS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>\$ UNIT COST</u>
<u>Non - Ethanol</u>				
1-1	Unleaded Gasoline: 90 REC (minimum)	*	Gallon	\$ _____
1-2	Unleaded Gasoline: 87 + Octane (minimum), Regular Grade	*	Gallon	\$ _____
1-3	Diesel Fuel: Ultra Low Sulfur	*	Gallon	\$ _____
<u>With Ethanol</u>				
1-4	Unleaded Gasoline: 87 B10 + Octane (minimum) Regular Grade	*	Gallon	\$ _____

* Estimated Quantity will vary due to the fact that amount to be used is unknown.

SPECIAL INSTRUCTIONS TO BIDDERS:

- 1) A negotiable bid bond in the amount of \$2,500.00 shall be included with each bid submitted.
- 2) A negotiable performance bond in the amount of \$50,000.00 will be required within seven (7) working days of notice of award.
- 3) Bidders **must** include with their bid, the rack sheet as of noon August 19, 2025, from which their bid is based. Bidders must submit bids based on refiner supplier prices to re-sellers and award will be based on these prices. Change in prices will have to be substantiated by copies of notices from your supplier. **A work sheet or spreadsheet must be submitted showing the breakdown of rack price and all fees, freight, taxes, and margins.**

NOTE: If fees adjust (+ or -) during the fiscal year, prices will adjust accordingly.

- 4) Prices will be kept current by increase or decrease based on posted prices. Failure of the vendor to keep the proper department informed in writing of these changes, will be grounds for cancellation of his order and will delay payment of invoices. Payment will be for only the actual amount of fuel dropped.
- 5) All gasoline, diesel, and motor fuel bid prices shall include delivery charges to all points designated by an authorized representative of Marshall County.
- 6) **Bid price shall include all taxes, freight, fees, and margins regardless of order size.**
- 7) All vendors will be required to comply with the "Motor Fuel Marketing Act." (State of Alabama Acts 1984, No. 84-260, Paragraph 1).
- 8) **Date of delivery shall be within one (1) working day of placement of each order.**
- 9) The Marshall County Commission reserves the right to award this contract as a whole or in part, whichever is in the best interest of Marshall County.
- 10) This bid shall be good for the period beginning October 1, 2025, and going through September 30, 2026. However, an option to issue a second and third 12-month contract with the same pricing, terms and conditions is possible. The second and third contract, if agreed by both parties, would begin the day after the first or second contract expires. Any successive contract must have the written approval by the County and the vendor.
- 11) Bids may be submitted either by mail or in person, however, Marshall County will not be responsible for the security of mailed bids. (Also, if mailing bid, please be advised that we do not receive mail before 10:00 A.M. daily, therefore mail early to ensure prompt arrival).
- 12) By signing and submitting of this bid, the vendor certifies that he/she is an equal opportunity employer.
- 13) Bidders are required to use this *Invitation for Bids*. Failure to do so will be cause for rejection of bid.
- 14) Bidders shall bid all items, sign, and return all sheets in the *Invitation for Bids* to **Marshall County Engineering Department, 424 Blount Ave., Suite 305, Guntersville, AL 35976**. Failure to do so will be cause for rejection of bid.
- 15) Each individual bid must be submitted in a sealed envelope with the word "*BID*" and name of item marked on outside of envelope.

- 16) By signing this contract the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Each bidder is required to submit with the bid a certificate of E-Verify.

- 17) Please be advised that in the event a bid is received from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within Marshall County, AL, and the bid is no more than five percent (5%) greater than the bid of the lowest responsible bidder, the Marshall County Commission may award the contract to the resident responsible bidder.

You are invited to bid on the above specifications. Any substitutes offered, other than the items specified, must include information showing that the substitute is of equal or better quality and equally or better suited for the purported use than the item specified. The right to reject any items or materials not of quality or under any provisions of this act is reserved.

THE MARSHALL COUNTY COMMISSION RESERVES THE RIGHT TO ACCEPT AND/OR REJECT ANY AND/OR ALL BIDS.



**JOEY BAKER, INTERIM CHAIRMAN
MARSHALL COUNTY COMMISSION**