

**CITY OF PEORIA
C O N T R A C T**

26-19 B

This agreement, made and entered into this 1st day of November A.D., 2019 by and between the City of Peoria, a municipal corporation, party of the first part, and Ag-Land FS, 1505 Valle Vista Blvd, Pekin, IL 61554, his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

In accordance with the attached specifications and bid, Ag-Land FS will provide fuel (gasoline and diesel) in Transport Loads (Small Loads) to the City of Peoria.

Rates are listed in Section 3.3 (Transport) of the bid.

The contract is for two (2) years beginning November 1, 2019 and ending October 31, 2021.

THE CITY OF PEORIA

By 
City Manager

PARTY OF THE SECOND PART

Ag Land FS Inc.

By 
(Member of firm or officer of corporation)

APPROVED FINANCE DEPARTMENT

By 
James Scroggins

APPROVED LEGAL DEPARTMENT

By 
Don Leist

APPROVED USING DEPARTMENT

By 
Edward Olehy





Legislation Details (With Text)

File #: 19-321 **Version:** 1 **Name:** 2019 Fuel Bid
Type: Contract **Status:** Consent Agenda
File created: 10/3/2019 **In control:** City Council
On agenda: 10/22/2019 **Final action:**

Title: Communication from the City Manager, Public Works Director, Fire Chief and Finance Director/Comptroller with a Request to APPROVE and Execute a CONTRACT with HERR PETROLEUM OIL for Large Loads (Tanker) and AGLAND FS INC for Small Loads (Transport) for a Two-Year Contract to Purchase Fuel at \$.015/gallon (Tanker) and \$.09/Gallon (Transport) Over the Low Rack Price from the Daily Opis (Oil Price Information Service) Report Plus Freight (\$.0025 Tanker and \$.00 Transport).

Sponsors:

Indexes: Goal 1 - Financially Sound City, Have an efficient government.

Code sections:

Attachments: 1. Fuel - 26-19 Council

Date	Ver.	Action By	Action	Result
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ACTION REQUESTED:

Communication from the City Manager, Public Works Director, Fire Chief and Finance Director/Comptroller with a Request to APPROVE and Execute a CONTRACT with HERR PETROLEUM OIL for Large Loads (Tanker) and AGLAND FS INC for Small Loads (Transport) for a Two-Year Contract to Purchase Fuel at \$.015/gallon (Tanker) and \$.09/Gallon (Transport) Over the Low Rack Price from the Daily Opis (Oil Price Information Service) Report Plus Freight (\$.0025 Tanker and \$.00 Transport).

BACKGROUND: The City of Peoria and County of Peoria currently participate in a joint contract for the purchases of fuel services. The City solicited bids for delivery of unleaded and diesel fuel to various City and County locations. There were Eleven (11) invitations sent to vendors and Five (5) responded. Analysis showed Herr Petroleum provided the best price for large loads (Tanker) and Agland FS for the small loads (Transport). See Attached Sheet.

FINANCIAL IMPACT: Funding for the purchase of fuel is provided in Public Works (Fleet) account number 1013024-504104 and Fire Department Account's 101-2233-504104 and 1012233-504106.

NEIGHBORHOOD CONCERNS: None.

IMPACT IF APPROVED: Minimal savings for each order, but substantial time saving for City staff, eliminating the need to call numerous wholesale vendors.

IMPACT IF DENIED: The City could purchase on the spot market by calling numerous vendors or rebid the contract. If either of these options are chosen, due to the increase in fuel prices, we should expect to pay a much higher delivery fee.

ALTERNATIVES: Rebid the contract or buy off the spot market.

EEO CERTIFICATION NUMBER: Herr Petroleum 00647 - 201231

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2017 - 2032 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Financially Sound City

WHICH CRITICAL SUCCESS FACTOR(S) FROM THE COMPREHENSIVE PLAN DOES THIS RECOMMENDATION IMPLEMENT?

1. Have an efficient government.

DEPARTMENT: Finance

HG - LAND FS Inc.

REQUEST FOR BIDS
City and County of Peoria
Fuel
#26-19



ISSUED BY
DIVISION OF PURCHASING
CITY OF
PEORIA, ILLINOIS

Sealed Requests for Bids will be received at the office of The PURCHASING MANAGER Room 108, City Hall, 419 Fulton Street, Peoria, Illinois until 2:00 P.M.

Thursday, September 19, 2019
for furnishing the materials, or services described herein.

PLEASE RETURN ENTIRE DOCUMENT AS YOUR RESPONSE.

SUBMITTED BY:

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INSTRUCTIONS TO BIDDER (1) 1/4/18

ACCEPTANCE OF BIDS - The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any nonmaterial informality or irregularity in the bids received. All bids will be in English. The City will award the bid as described below or reject all proposals within ~~sixty~~ **(60)** calendar days from the bid opening date.

ADDITIONAL COPIES OF SPECIFICATIONS - Bidders may secure additional copies of the bid specifications from the City Purchasing office.

BID ENVELOPE IDENTIFICATION - Bidders shall submit their proposal in a sealed envelope (sealed bid) which shall be clearly labeled with the company name and address. Bidders are requested to indicate in the LOWER LEFT HAND CORNER OF THE ENVELOPE THE ITEM BEING BID, BID NUMBER, DATE AND TIME THE BID IS DUE.

MAILING OF BIDS - Two copies of all bid proposals are to be mailed or delivered to the City Purchasing Manager, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. The City Purchasing Manager can be contacted at (309) 494-8582.

CLOSING TIME - The Bid closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the bid is due.

AWARD - An award will be made to the lowest qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award. By signing this document Vendor/Contractor/Consultant is **certifying they have not been barred from bidding by Federal, State or Local governments and has not been suspended or debarred from receiving federal funding.**

WITHDRAWAL OF BIDS - Bidders may withdraw their proposals at any time prior to the bid closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No bidder shall withdraw his bid for a period of sixty (60) calendar days from the bid opening date. Negligence on the part of the bidder in preparing a proposal confers no right of withdrawal or modification of a proposal after it has been opened. No bid will be opened which has been received after the closing time specified in the bid proposal and it will be returned unopened to the bidder.

ALTERNATE BIDS - The specifications describe the supplies and/or service, which the City feels are necessary to meet the performance requirements of the City. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, **ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The bid must be accompanied by complete specifications of the items offered.

PRICES - Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal. All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or his authorized representative.

DISCOUNTS - Cash discounts for payment within twenty (20) days or more will be considered in the awarding of the bid. Discounts of less than twenty (20) days will not be considered in the bid

evaluation. Where the net bid is equal to a bid with a cash discount deducted, the award shall be made to the net bid. Discounts will be figured from the date of delivery and acceptance of the articles, or in the case of incorrect invoice, from the date of receipt of corrected invoice.

SIGNATURES - Each bid must be signed by the bidder with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

INVESTIGATION - Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid proposal. No plea of ignorance by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

EQUAL EMPLOYMENT OPPORTUNITY – To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria and/or County of Peoria **must** be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Manager. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* Though the form may be included in the bid package, it can be requested on-line from the City's website (<http://www.peoriagov.org/equal-opportunity-forms>). Click on Government > Departments A-G > Equal Opportunity > Forms, then select "Employer Report Form CC-1". The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Manager
419 Fulton Street
Peoria, IL 61602
(309) 494-8530 Voice**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form CC-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a bid proposal. The EEO Certification Number is only required prior to the award of the contract.

SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the bidders request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

RESPONSES – A response is requested of all bidders even if it is a "no bid". Do not include any personal information such as social security numbers that the bidder/proposer wishes to keep confidential.

CONTRACT TERMS

TAXES - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the bidder must show the amount of tax included in the unit price.

CITY'S AGENT- The City Purchasing Manager shall represent and act for the City in all matters pertaining to the bid proposal and contract in conjunction thereto.

PATENTS - The successful bidder agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacturer, construction or form a part of the work covered by the contract.

HUMAN RIGHTS ACT - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

NON-COLLUSION - With the executing of this bid the Bidder is certifying to non-collusion in the preparation and submittal. The bid must be properly executed by the bidder or the bid will not be considered for acceptance.

DEFAULT - In case of default by the contractor, the City will procure the articles services from other sources and hold the contractor responsible for any excess cost incurred.

CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City Manager and as a result may be disqualified from doing business with the City for the period of one year in accordance with Section 10-102 of the Peoria City Code. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

PRICES SPECIFIED - The successful bidder agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified hereon.

BID-RIGGING OR BID-ROTATING - By the signing of this bid, the Bidder is certifying that the company is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per Public Act 720ILCS, Section 5-33E-3 and 5/33E-4.

DELINQUENT PAYMENT - By the signing of this bid, the Bidder is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

PERMITS AND LICENSES - The successful bidder shall obtain, at his own expense, all permits and licenses which may be required to complete the contract.

INSURANCE - The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and

hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

Contractor's Insurance – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00
- Automobile Public Liability and Property Damage
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance.

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders".

GOVERNING – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

AFFIRMATIVE ACTION REQUIREMENTS - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the city written commitment to comply with this division. The contractor/vendor will

distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors.”

“The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.”

Local Purchasing -

For purchases of \$10,000.00 or greater, if:

- (1) the lowest bidding local vendor is a responsible bidder; and
- (2) the lower-bidding responsible bidders are not local vendors; and
- (3) the lowest bidding local vendor’s bid is higher than the non-local vendor by no more than three (3) percent, then that local vendor should be considered the lowest responsible bidder. In case of a dispute about the application of this provision, the decision of the city manager or the purchasing agent acting for him shall be final.

For purposes of this Subsection, a local vendor shall be one that sells goods or services to the public, either retail or wholesale, and owns or leases a physical, commercial business location, with on-site staffing and regular business hours, within the corporate limits of the City of Peoria, Illinois. The provisions of this subsection shall not be applied to a contract if the funding source prohibits local preference by law, rule, or regulation.

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

THE CONTRACTOR agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the CONTRACTOR for performance of this contract; (2) coordinating the efforts of the CONTRACTOR in the consummation or completion of this contract; or (3) monitoring or determining the performance of the CONTRACTOR. The CONTRACTOR further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the CONTRACTOR; (2) disqualification of the CONTRACTOR from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

REFERENCE - All of the contract terms shall be incorporated by reference into any written contract.

Contact Information for Bid: Chris Switzer, City of Peoria, Purchasing Manager
419 Fulton Street, Room 108, Peoria, IL 61602
(309) 494-8507 cswitzer@peoriagov.org

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INVITATION FOR BIDS
SPECIFICATIONS FOR
GASOLINE AND DIESEL
FOR USE BY
PEORIA COUNTY AND CITY OF PEORIA

PROVISION OF GASOLINE

SECTION I GENERAL TERMS AND CONDITIONS

- 1.0 The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of the FUEL PROVISION SERVICES described by Peoria County and the City of Peoria.
- 1.1 Any deviation from these specifications shall be clearly noted. Adequate information must be provided to allow complete evaluation of the exceptions.
- 1.2 Bid evaluation will be made on the following criteria:
 - a. Purchase price
 - b. Capability of vendor to fulfill requirements of bid.
- 1.3 The requester reserves the right to reject all bids. The requester reserves the right to waive informalities in bids.
- 1.4 For additional purchasing information, contact Chris Switzer, Purchasing Manager, City of Peoria, Purchasing Division, at (309) 494-8582.

SECTION II SPECIFIC REQUIREMENTS

- 2.0 The requester desires to have a vendor supply gasoline, diesel and other fuels as needed. The City and County expects to purchase approximately:

450,000 gallons of **Unleaded 87 (minimum) Octane or 89 Octane 90-10 Blend** gasoline over a twelve-month period. While the City and County believe this to be an accurate estimate, the figure of 450,000 gallons is not guaranteed.

200,000 gallons of **2 Diesel Low Sulfur and/or BIO Diesel B2** over a twelve-month period. While the City and County believe this to be an accurate estimate, the figure of 200,000 gallons is not guaranteed.

10,000 gallons of **E-85 Ethanol Fuel Blend** over a twelve-month period. While the City and County believe this to be an accurate estimate, the figure of 20,000 gallons is not guaranteed.

- 2.1 The contract shall be for a period of two (2) years with an option to extend for one additional year. The option to extend shall be executed on anniversary. The option is at the discretion of both parties to the contract.
- 2.2 Vendors will quote a **fixed** rate of overhead plus specific freight. When requested, vendors are to deliver the lowest priced gasoline for that delivery (based upon the **OPIS REPORT FOR TERMINAL USED**). The vendor will supply the requester with a printout of the **OPIS REPORT FOR THAT DAY**. The brand which is delivered and the price for that brand on that day will be marked. (Also, note 3.0 below)
- 2.3 Price increases or decreases will require proof from the vendor. A copy of the **OPIS REPORT FOR TERMINAL USED** Constitutes.
 - 2.3.1 Increases or decreases can be in fractions of a cent.
 - 2.3.2 The bidder must agree to furnish proof of cost for any date requested by Peoria City and County.
 - 2.3.3 **The requester reserves the right to inspect and copy all vendor invoices related the requested deliveries during the term of the contact.** The successful vendor will provide the records and adequate workspace for the City or County Internal Auditor upon notice.
- 2.4 The laboratory testing of gasoline will be conducted at any time, not to exceed once per quarter, at the sole cost and expense of the bidder. The testing will be determined by the requester. The requester reserves the right to test the gasoline at any time in excess of once per quarter at its expense.
- 2.5 Due to fluctuating usage, delivery may be required within twelve (12) hours from the time notification is dispatched to the vendor.
- 2.6 Deliveries are to be made to:
 - 2.6.1 Public Works Facility – Dries Lane – Four (4) 10,000 gallon tanks, Two (2) gasoline, One (1) diesel and One (1) E85
Peoria Police Department – One (1) 10,000 gallon tank
County of Peoria – Highway Department – Plank Road – Two (2) tanks, 10,000 gallons each.
Dunlap – one (1) split tank 8,000 diesel, 4,000 unleaded

**CITY OF PEORIA
BID PROPOSAL**

3.2 Pricing

TANKER

For each delivery, vendor will ship the least expensive gasoline/diesel available (as determined by the OPIS REPORT). The vendor will then add their fixed rate of profit/overhead to the base price.

FIXED RATE OF OVERHEAD/PROFIT SHALL BE:

.01

Freight rate for each location:

* HEYWORTH OPIS

* Public Works:

Police:

Highway Dept:

Dunlap:

GASOLINE

DIESEL

.04

.05

.04

.05

.04

.05

.04

.05

City and County are exempt from taxes except: State MFT, Underground Storage Tax and Environmental Fee

The executing of this form certifies understanding and compliance with the total bid package.

BID SUBMITTED BY:

AG-LAND FS INC.

Company

Peoria EEO Certificate of Compliance Number

1505 Lake Vista Blvd.

Address

PEORIA

IL

61554

309-346-4145

City

State

Zip

Daytime Telephone #

309-202-3425

After Hour Telephone #

Kevin Lockart

Contact Person (Please print or type)

Kevin Lockart

Name of Authorized Agent or Officer

ENERGY CONSULTANT
Title

Signature of Authorized Agent or Officer

9/19/19

Date

PLEASE MARK ENVELOPE: BID # 26-19

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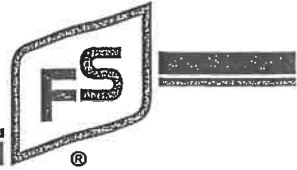
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CITY OF PEORIA – FUEL BID – BID # 26-19 - SEPTEMBER 19TH, 2019

ADDENDUM A – FREIGHT

Ag-Land FS would like to formally submit this ADDENDUM A to clarify freight and least cost option. For the purpose of this bid, Ag-Land FS is utilizing the Heyworth, IL terminal. As most times throughout the year, historically, Heyworth is a least cost option for our fuel needs. At times, however, other terminals throughout the state and / or states have a lower cost fuel available. This may be due to basis, supply or other circumstances specific to the petroleum industry. While freight rates may be higher during this type of transaction, the overall fuel price to the City/County of Peoria would ultimately be cheaper. Ag-Land FS in its quest to be transparent as possible supports the following statement of clarification.

This ADDENDUM A serves to inform the City/County of Peoria, that in the event a different terminal is utilized, an actual OPIS report for the physical terminal and an actual invoice from our third party freight company will be presented as supporting documentation for that transaction.