

**PROPOSAL
FOR
ON SITE FUEL SUPPLY**

**TUSCOLA COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS**

**1733 S. MERTZ RD.
CARO, MI 48723**

LETTING DATE - DECEMBER 5, 2024

8:15 A.M.

VENDOR: _____

AUTHORIZED REP: _____

ADDRESS: _____

SIGNED: _____

DATE: _____

PHONE: _____

FAX: _____

EMAIL: _____

Bids to be submitted in a plainly marked, sealed envelope. No faxed or emailed bids accepted.

TUSCOLA COUNTY
ROAD COMMISSION
“AN EQUAL OPPORTUNITY EMPLOYER”

SPECIFICATIONS & PROPOSAL
FOR
ON SITE FUEL SUPPLY
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BID INSTRUCTIONS: Review and submit the third page of this document titled “Response to Tuscola County Road Commission Invitation To Bid” to Tuscola County Board of Commissioners at 1733 S. Mertz Rd. Caro, MI 48723 by 8:15 a.m., December 5, 2024. In a **SEALED** plainly marked envelope: **ON SITE FUEL SUPPLY**.

Bid Details:

Duration of award: January 1, 2025 through December 31, 2027

Approximate combined volume of 121,257 gallons, comprised of:

- On Rd #2 ULSD, estimated 35,000 annual gallons to: TCRC Vassar, MI garage
- On Rd #2 ULSD, estimated 60,000 annual gallons to: TCRC Caro, MI garage
- On Rd #2 ULSD, estimated 30,000 annual gallons to: TCRC Deford, MI garage
- On Rd #2 ULSD, estimated 28,000 annual gallons to: TCRC Akron, MI garage

Awardee to supply at each proposed location:

Caro and Vassar

(1) Minimum 2,000 Gallon, UL 142 Approved, Double Wall, Above Ground Fuel Tank(s), LARA compliant, complete with 115 v, 30 GPM (High Speed) /Metered Pumps. Also includes filter head, filter, 18’ hose, automatic nozzle, locking fill cap & site gauge.

Akron and Deford

(1) Minimum 1,000 Gallon, UL 142 Approved, Double Wall, Above Ground Fuel Tank(s), LARA compliant, complete with 115 v, 30 GPM (High Speed) /Metered Pumps. Also includes filter head, filter, 18’ hose, automatic nozzle, locking fill cap & site gauge.

- TCRC responsible for approved electrical hook up

Automatic fill schedule to ensure adequate volume.

Seasonal additive added to ensure winter operability to -30F

Delivery, Invoicing, and Payment Terms:

Payment Terms are Net 30. “Delivered price” will be indexed to “Bay City OPIS Rack Average.” Proof of “Bay City OPIS Rack Average” will accompany invoice for submission of payment.

Metered delivery tickets to be left at time of delivery at each site.

Fees/charges/costs not included in bid will not be eligible for payment.

All applicable local, State, and Federal Taxes and Fees will be accommodated, but must be itemized on invoice.

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Liability & Insurance: See attached pages for liability & insurance requirements.

Cleanup: Vendor will be responsible for spills due to equipment failure.

Compliance: Failure to comply with terms of proposal, delivery, or billing requirements will constitute termination of consideration of agreement.

RESPONSE TO TUSCOLA COUNTY ROAD COMMISSION INVITATION TO BID

PRODUCT:

Product: ULSD #2 with seasonal additive November 1 through March 30

Specs: ASTM D975 (S15)

Tank Spec & Size: 1- Minimum 1000 Gallon, UL 142 double wall above ground storage tank @ each listed garage

Estimated Usage: 121,257 gallons, combined

TERMS:

Bid Due: December 5, 2024 by 8:15 a.m.

Bid Award Date: Awardee to have supplied equipment in place at each location with 30 days of award.

Supply Start Date: January 1, 2025

Supply End Date: December 31, 2027

Delivery Terms: Auto Fill (Employing Fail Safe Measures.) Failure can terminate agreement.

Delivery hours: 24/7

Payment Terms: Net 30

DELIVERED PRICE: (Before Local, State, & Federal Taxes & Fees)

Base/Index: (OPIS) Bay City Rack Avg. (For date of delivery)

Margin: _____

MUSTFA & Fed Env. Fee: + .01214

Total(Over Index): _____

ADDITIONAL VENDOR ADDED FEES (If Applicable)

Trip/Stop Charge: _____

Fuel Surcharge: _____

HAZMAT fee: _____

Minimum delivery terms & less than fee: _____

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Emergency delivery charge: _____

Supplied equipment charges: _____

Others, Please list: _____

LIABILITY AND INSURANCE

The Vendor shall at all times exercise extreme care and shall assume all liability for any damages resulting from his operations and shall hold the Tuscola County Road Commission harmless from any such claims or damages. The successful bidder must also furnish certificates or policies giving satisfactory evidence of insurance coverage.

Said Vendor, _____, while engaged in said job shall maintain and furnish certificates of insurance, naming the Tuscola County Road Commission and Commissioners as **an additional insured** under the policy, with policy limits of \$500,000/\$1,000,000 for property damage and bodily injury, and **shall** furnish the Tuscola County Road Commission copies of said certificates of insurance prior to commencing any work on said project.

NON-COMPLIANCE WITH PROJECT SPECIFICATION PROVISIONS

Any variation from the specifications of the project herein without written approval from the Tuscola County Road Commission and/or its authorized representative may result in, at the discretion of the Road Commission, the voiding and/or canceling of the acceptance of any bid and/or contract, resulting from this project.

The Board reserves the right to accept or reject any or all proposals and to re-advertise or to accept the proposal, that in their opinion, is in the best interest of Tuscola County.

TUSCOLA COUNTY ROAD COMMISSION
TITLE IV COMPLIANCE
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Tuscola County Road Commission** to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the **Tuscola County Road Commission** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs(1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issues pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **Tuscola County Road Commission** may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the **Tuscola County Road Commission** to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

"The **TUSCOLA COUNTY ROAD COMMISSION**, in accordance with Title VI of the Civil Rights Act of 1964, 78-252, 42 U.S.C. 2000d-222d-4, the Civil Rights Act of 1987, P.L. 100-259, and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of Race, Color, Sex, Age, National Origin, or Handicap in consideration for an award. For additional compliance information, please see Appendix A."