

**CK09MERCER2011-20 DIESEL FUEL AND WINTER MIX FOR MERCER COUNTY AND COUNTY COOP
 BID OPENING DATE: JUNE 16, 2011**

CONTRACT TERM: ONE YEAR: CONTRACT START DATE: SEPTEMBER 23, 2011 THROUGH SEPTEMBER 22, 2012	RESOLUTION NO. 2011-450
AWARDED VENDOR	MAJESTIC OIL CO., INC.
ADDRESS	2104 FAIRFAX AVENUE
CITY, STATE, ZIP	CHERRY HILL, NJ 08003
CONTACT	GENE RAYMOND
TELEPHONE	856 751 8801
FAX	856 751 8824
WEBSITE OR E-MAIL	<u>MAJESTICOIL@COMCAST.NET</u>
EXTEND TO COOP	YES
POSTING JUNE 8, 2011 JOURNAL OF COMMERCE (PHILA)	
DIESEL ON JUNE 8, 2011	3.2490
DELIVERY	0.0432
TOTAL COST PER GALLON FOR DIESEL	3.2922
COST FOR 190,800 GALLONS	628,151.76
WINTER MIX ON JUNE 8, 2011	3.2490
DELIVERY	0.0552
TOTAL COST PER GALLON FOR WINTER MIX	3.3042

Approved as to Form and Legality

Date

[Signature]

County Counsel

August 18, 2011

AWARD OF BID RECEIVED JUNE 16, 2011 TO MAJESTIC OIL COMPANY, INC. FOR DIESEL FUEL AND WINTER MIX WITH MERCER COUNTY AS THE LEAD AGENCY FOR THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM. TOTAL AMOUNT: \$628,151.76. PERIOD: SEPTEMBER 23, 2011 TO SEPTEMBER 22, 2012 (CK09MERCER2011-20).

WHEREAS, the Mercer County Purchasing Agent has advertised for bids for Diesel Fuel and Winter Mix for use by Mercer County and the Mercer County Cooperative Contract Purchasing System (CK09MERCER2011-20), as authorized through Resolution No. 2007-252, adopted April 26, 2007; and,

WHEREAS, three (3) separate sealed bids were received on June 16, 2011 for furnishing the aforementioned products; and,

WHEREAS, the bid of Majestic Oil Company, Inc., 2104 Fairfax Avenue, Cherry Hill, New Jersey 08003, be awarded for the period of September 23, 2011 to September 22, 2012, in the total amount of \$628,151.76; and,

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Clerk to the Board

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs	Res.	Sec.
Cannon	X				✓		Koontz	X					
Carabelli	X						Walter	X					
Cimino	X					✓	Colavita	X					
Frisby	X												

X—Indicates Vote Abs.—Absent N.V.—Not Voting
 Res.—Resolution Moved Sec.—Resolution Seconded

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; and, each participant of the Mercer County Cooperative Contract Purchasing System will be responsible for their purchase and payment:

COUNTY REQUIREMENTS:

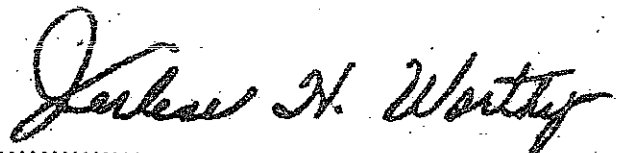
Ultra Low Sulfur Diesel 15PPM Per Gallon	\$	3.2490*
Delivery Per Gallon	\$	<u>0.0432</u>
Total Cost Per Gallon	\$	3.2922
Estimated Usage		190,800 Gallons
Total Cost For Ultra Low Sulfur Diesel		\$628,151.76
Winter Mix With Additive	\$	3.2490*
Delivery Per Gallon	\$	<u>0.0552</u>
Total Cost Per Gallon	\$	3.3042

***Commodity fluctuates and the daily rate is posted on the Journal of Commerce, as per the Philadelphia Tank Car Low Pricing**

Now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contract when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Purchasing Agent, Mercer County Motor Pool, and the Mercer County Park Commission for further distribution.



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Clerk to the Board

**SPECIFICATIONS FOR DIESEL FUEL AND WINTER MIX
FOR A PERIOD OF ONE (1) YEAR FOR THE COUNTY OF MERCER AND
THE COOPERATIVE CONTRACT PURCHASING SYSTEM**

INTENT

The County of Mercer requests bids for the procurement and delivery F.O.B. destination of **Ultra-low Sulfur Diesel (ULSD)** and Winter Mix for the County of Mercer and "**County Cooperative Contract Purchasing System**" participants.

The United States Environmental Protection Agency (USEPA) mandated that Ultra Low Sulfur Diesel (ULSD) be sold for highway use no later than October 15, 2006. **Ultra-low sulfur diesel (ULSD)** describes a new EPA standard for the sulfur content in on-road diesel fuel sold in the United States, beginning October 15th, 2006, except for California which must be selling it by September 1st, 2006. This new regulation applies to all diesel fuel, diesel fuel additives and distillate fuels blended with diesel for on-road use. The new fuel contains 97% less sulfur than conventional diesel - sulfur will be reduced from 500 parts per million to 15 parts per million. For Vendor's information, Mercer County's annual diesel consumption is estimated at **190,800** gallons. Diesel Fuel and Winter Mix deliveries to Co-op Members shall be as directed by each participating member.

PRICING

Bidders shall specify brand or company name of the diesel fuel and winter mix they intend to furnish, as "Gulf Oil Company", "Exxon" "Shell", etc. The bidder shall, in this bid, agree to:

A. Enter into a written contract with the County of Mercer for the faithful performance of his bid, if he is the successful bidder.

B. Agree to supply diesel fuel and winter mix to installations added in Mercer County during the contract period, if any, at the prices bid in this proposal.

DELIVERIES

Delivery shall be F.O.B. destination to the County's storage tanks. Bidder's delivery trucks will be equipped with meters to accurately measure quantities delivered. All deliveries must be accompanied by a delivery ticket showing brand or grade and number of gallons delivered. Delivery slips must also include tank measurements in inches, before and after the delivery is made. Also, separate delivery tickets must be written for each tank.

QUANTITIES

The quantities listed in the proposal are estimated quantities only, based on past usage and consumption. The contract shall be for the actual quantities ordered and received during the contract.

DIESEL FUEL AND WINTER MIX PRICES

Diesel fuel and Winter Mix prices shall fluctuate with the Journal of Commerce Philadelphia Tank Car Low Prices Posting for Ultra Low Sulfur Diesel Fuel.

PRICE PAGE

For bidding purposes, June 8, 2011, Journal of Commerce Philadelphia Tank Car Low Price shall be used. For diesel fuel and winter mix use "Fuel Oil-Tank Car East" Chart, Reseller Tank Car Prices, Journal of Commerce Philadelphia Tank Car Low Price for Ultra Low Sulfur Diesel. The bidder shall enter his discount and/or freight charge and compute the net price per gallon. Attach a copy of the June 8, 2011, Journal of Commerce Philadelphia Tank Car Low Price page to your bid.

INVOICE COST OF FUEL

The contractor shall charge the County for each delivery as follows:

1. Journal of Commerce Philadelphia Tank Car Low Price
2. Deduct discount or add freight amount as entered on price page, in bid.
3. Enter net price per gallon.
4. Multiply by number of gallons for invoice total.

OTHER

Deliveries must be made by the successful bidder within twenty-four (24) hours after receipt of notification by the participating contracting unit that delivery is required. Payment will be made based on volume. The unit of volume shall be the standard United States gallon. No adjustment will be made for temperature. Each billing to the participating contracting unit must be accompanied by a true copy of the appropriate section of the Journal of Commerce indicating the posted price. The contractor shall forward to the participating contracting unit all invoices representing each delivery made during the preceding week along with a copy of the appropriate Journal of Commerce posting for the week in question.

REQUIREMENTS

The quantities as listed on the bid proposal are estimated County requirements for bidding purposes only. It is understood that the contract price shall prevail for the actual quantities required, as needed and ordered, during the life of the contract whether more or less than said estimated quantities.

DELIVERIES

All deliveries are to be made within twenty-four (24) hours after receipt of purchase order or authorized verbal requests. All deliveries are to be made between the hours of 9:00 am and 4:00 pm on business weekdays except as otherwise arranged by supplier and purchaser. Placement of orders and delivery arrangement shall be made by each participating unit directly with the supplier.

VENDOR SHALL DELIVER ONLY AS REQUESTED AND SHALL NOT PROVIDE AUTOMATIC DELIVERY UNLESS REQUESTED BY COOPERATIVE MEMBERS.

EMERGENCY DELIVERIES

During a public emergency, and/or fuel shortage, Vendor will provide priority delivery for Cooperative Members.

VENDOR EMERGENCY COMPLIANCE

YES _____

NO _____

TESTING

At various times and places of delivery, samples of the products delivered under awarded contract may be taken for the purpose of determining whether the products conform to the specifications cited in this proposal. The right is reserved to cancel the contract at the Vendor's expense for inferior deliveries, if product is found to contain dirt or sediment or if it will cause clogging and/or prevent proper operation of equipment.

Testing shall be the responsibility of the County or other authorized participant and shall not be included in the price of this proposal.

EQUIPMENT INSPECTION

The County reserves the right to have all measuring devices rechecked at any time during the life of the contract. Spot checks at delivery points may also be made.

DAMAGE TO PROPERTY

If any property owned or occupied by the County or participating units is damaged by the equipment or employees' of the Contractor, the Contractor shall be liable for the cost of all necessary repairs. The County reserves the right to deduct such cost from any sum or sums that may be due or become due to the contractor.

SPILLAGE

It is the responsibility of the vendor to provide for the delivery of the products in an efficient and workman- like manner. Spillage which could result in dangerous conditions for environmental contamination, maintenance, repairs or pedestrian or vehicular traffic is to be addressed immediately by the vendor. In the event that it becomes necessary for the using agency to remedy or provide for such remedy to a damaged area, the cost shall be deducted from any monies due the vendor. If there are no monies due, it shall be submitted as a claim on the bonding company.

CONTRACT

The successful vendor hereby agrees to indemnify and hold harmless the County of Mercer and all contract participants from all suits and actions of every nature and description brought against them, or any of them, growing out of the contract or contracts, written or verbal, entered into between the County and the successful vendor, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnification shall automatically become effective.

The vendor agrees not to assign, transfer or sublet, in whole or in part, the contract if awarded to him. Vendor agrees he will not assign or transfer any rights or privileges, which may accrue, to him under the terms of the contract or any monies, which may become due to him.

For the term of the contract the successful vendor is required to furnish identical materials at the same unit price and under the same related terms herein to any participating unit within the County of Mercer.

PAYMENT

Purchase orders will be generated for each delivery covering the quantity to be charged to each Department. Payments will be made to the successful vendor in accordance with the contract documents upon receipt of invoice and a properly executed Purchase Order. **Vendor shall provide invoicing detailing the cost of the commodity per the Journal of Commerce daily rate and the fixed delivery charge.**

PAYMENT

Payment to vendor will be made only for the actual quantities furnished in accordance with the contract and it is understood that the estimated quantities to be furnished may be increased or diminished without in any way invalidating prices bid.

WINTER MIX

The Vendor shall make available Diesel Winter Mix which shall consist of a blend in accordance with federally mandated requirements:

- Fuel Oil # 1 (Kerosene)
- Ultra Low Sulfur Diesel
- Chemical Additive

Bidders are required to indicate the method of blend (Kerosene or Chemical Additive). Vendor shall notify participating users that **Diesel Winter Mix** is available. Said mixture shall be available only to those who specifically request same.

COUNTY OF MERCER

SUMMARY OF (12) MONTH ESTIMATED USAGE OF DIESEL FUEL AND STORAGE
FACILITIES IN MERCER COUNTY

DELIVERY IS AS NEEDED

<u>LOCATION</u>	<u>TANKS</u>	<u>SIZE</u>	<u>USAGE</u>
Mr. Frank Dajczak Public Works 300 Scotch Road –Bldg. 4 West Trenton, NJ 08628	1	15,000	140,000 Gallons
Jose Cintron Corrections Center Rt. 29/River Road Hopewell, NJ Boiler Building	1	275	300/500 Gallons
Sewerage Plant	1	50	100 Gallons
Sallyport area	1	275	200 Gallons
Mr. Frank Zabawa Mountainview G.C. 850 Bear Tavern Road W. Trenton, NJ 08628	1	1,000	7,800 Gallons
Mr. Frank Zabawa Princeton C.C. 1 Wheeler Way Princeton, NJ 08554	1	550	5,500 Gallons
Mr. Frank Zabawa Mercer Oaks G.C. 735 Village Road West W. Windsor, NJ 08550	1	1,000	10,000 Gallons
Mr. Frank Zabawa Mercer County Park 334 South Post Road W. Windsor, NJ 08550	1	3,000	19,700 Gallons
Mr. Frank Zabawa Equestrian Center 431 Federal City Road Pennington, NJ 08534	1	500	3,500 Gallons
Mr. Frank Zabawa Howell Farm/Belle Mt. 17 Valley Rd. Pennington, NJ 08560	1	1,500	3,500 Gallons
TOTAL ESTIMATED REQUIREMENTS			190,800 GALLONS