



BOARD OF COUNTY ROAD COMMISSIONERS
BOARD OF PUBLIC WORKS

COMMISSIONERS:

W.C. Askew, Sr., Reginald D. Boze, Doug Burleson, Gregory H. Kinney, Wayne Nelson

NOTICE TO BIDDERS

The Board of County Road Commissioners of Van Buren County is accepting sealed bids at the Road Commission office, 325 W. James St., P.O. Box 156, Lawrence, MI 49064 until **11:00 AM on February 4, 2025**, at which time and place the bids will be publicly opened and read as follows:

- Motor Fuels

All bids must be in a sealed envelope and plainly marked as to the item bid upon and the name of the bidder. All unmarked bids and/or bids received after the submitted deadline may be rejected.

Detailed specifications and bidding forms may be obtained at the office of the Road Commission.

The Road Commission reserves the right to reject any or all bids, to waive irregularities in the bidding, and to award the contract in any manner deemed to be in the best interest of the Van Buren County Road Commission.

AN EQUAL OPPORTUNITY EMPLOYER
VAN BUREN COUNTY ROAD COMMISSION

**SPECIFICATIONS
“MOTOR FUELS”**

Sealed bids will be received by the Van Buren County Road Commission at its offices, 325 W. James Street, Post Office Box 156, Lawrence, Michigan 49064 up to **11:00 AM on Tuesday, February 4, 2025** for “Motor Fuels”, at which time and place the bids will be publicly opened and read.

Bids must be submitted on the form provided by the Road Commission and shall be placed in a sealed envelope plainly marked “**Motor Fuels**”.

- Motor fuels to be furnished and delivered in *various requested quantities* into Road Commission owned containers with capacities as follows. **THE ROAD COMMISSION RESERVES THE RIGHT TO REFUSE ANY UNAUTHORIZED DELIVERY AS THIS CONTRACT IS NOT A “KEEP FULL” PROGRAM.**

<u>Location</u>	<u>No Lead Gasoline</u>	<u>Premium Diesel</u>
A. Lawrence Storage-Maintenance 204 S. Second Street	3,700 gallons	11,500 gallons
B. Bloomingdale Garage 325 W. Kalamazoo Street	*550 gallons	8,000 gallons
C. Bangor (Western) Garage 66180 M-43	*550 gallons	*2,000 gallons ☆☆☆

***Above the ground tanks. Pedal truck delivery only.**

☆☆ Awarded bidder shall top off the premium diesel tank every Thursday or Friday during snow season.

- Estimated annual requirements for fuel at each garage is as follows:

<u>Location</u>	<u>No Lead Gasoline</u>	<u>Premium Diesel</u>
Lawrence Storage-Maintenance	13,500 gallons	80,000 gallons
Bloomingdale Garage	2,800 gallons	30,000 gallons
Bangor (Western) Garage	1,500 gallons	18,000 gallons

THE VAN BUREN COUNTY ROAD COMMISSION MAY AWARD NO LEAD GASOLINE FOR EACH LOCATION INDEPENDENT AND SEPARATE FROM PREMIUM DIESEL FOR EACH GARAGE, AND VICE-VERSA. IN OTHER WORDS, A CONTRACTOR MAY BE AWARDED ONLY DIESEL AT ONE LOCATION, AND ONLY NO LEAD GASOLINE AT ANOTHER LOCATION.

3. Diesel fuel shall be #2 grade Diesel Fuel with a minimum cetane number of 42. A copy of the laboratory test documenting the cetane number shall be provided. Bidder shall state the brand of petroleum product(s) to be furnished. Winter Blend shall be treated with an additive so as to provide a Cold Filter Plug Point (CFPP) of at least -30°.
4. Unleaded gasoline shall be minimum E-10, 87 octane, without any additional alcohol additives; no E85.
5. Bidder must be able to deliver within 24 hours of order. **No unauthorized deliveries will be allowed.**
6. Bidder will state the mark up, or margin, per gallon based on the wholesale or rack price. The Bidder's mark up on fuel, or margin, will include all fees, taxes, costs, freight, rebates, environmental costs, charges, etc., and will be exempt from all Federal and State tax.

IMPORTANT: BIDDER WILL PROVIDE THE TERMINAL LOCATION AND RACK PRICING QUOTE WITH EACH INVOICE FOR VERIFICATION PURPOSES, OR THE INVOICE WILL BE CONSIDERED INCOMPLETE FOR PAYMENT.

Billings for Motor Fuel delivered to Van Buren County Road Commission Garages shall be made to:

Van Buren County Road Commission
325 W. James Street
Post Office Box 156
Lawrence, Michigan 49064

7. **A Bid Bond or Certified Check must accompany this bid in an amount of not less than five percent (5%) of the amount of the total bid (all products) as based on quantities set forth herein using current prices. The Bid Bond or other security of the successful bidder will be held until the Contract has been awarded.**
8. Due to the volatility in the market the Van Buren County Road Commission will consider proposals to pre-purchase a year's supply of No-Lead Gasoline and/or Premium Diesel using the approximate annual deliveries as set forth in the Specifications, Section 2. The fuel cannot be stored at the Van Buren County Road Commission. Therefore, the proposing Vendor must have this ability within its means.
9. Bidding Vendors are encouraged to provide another creative option on the Proposal that is mutually beneficial to the Vendor and the Van Buren County Road Commission.
10. The successful bidder will be responsible for immediately cleaning up and disposal of any immediate fuel overspills contained in collection containers around each fill pipe. This can be completely avoided by a continuous effort and attention paid by the driver in the filling process.

11. Insurance Requirements: The successful bidder hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered as its sole responsibility.

The successful bidder further covenants and agrees to indemnify, defend and hold harmless the Board of County Road Commissioners of the County of Van Buren (a/k/a the Van Buren County Road Commission) and its agents, employees or servants from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person or entity that may be injured arising from said contracted services.

The successful bidder shall maintain, during the life of the contract, sufficient insurance to protect against all claims under Workers Compensation, Automobile Liability, and Professional Liability as follows:

- **Workers' Compensation** insurance with the Michigan statutory limits for all its employees assigned to perform services pursuant to the contract.
- **Automobile Liability** insurance on each vehicle owned, hired and/or non-owned while operating on the public highways during the life of this contract in the **minimum amount of \$1,000,000.00 Combined Single Limits**.
- **Professional Liability** insurance in the amount of not less than \$250,000 per occurrence.

The successful bidder shall be responsible for payment of all deductibles contained in any insurance required hereunder.

12. In all instances where Bidder's specifications and representations form a part or all of the specifications in this transaction, the right is reserved to award on the basis of tendered specifications, or on price, or from considerations involving both specifications and price; the right is further reserved to reject bids in those instances where the bidder has previously made an unsatisfactory delivery or performance record, or to reject in entirety any or all bids, or to reject bids in parts and award in parts.
13. Unless otherwise expressly agreed in writing, it is to be understood that all goods utilized, used or furnished will be accepted by the undersigned only upon the understanding that the Sellers assume the defense of any suit for infringement of patents brought against the purchaser or user of such goods, and that they will indemnify such persons against any decree or cost in such suit, and it shall be construed that tender of any bid pursuant to this notice constitutes acceptance of this understanding by the Seller.
14. The Van Buren County Road Commission reserves the right to extend these unit prices for an additional period of time by mutual consent of both parties.

15. “The Van Buren County Road Commission, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of 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, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award.”
16. The Road Commission reserves the right to reject any or all proposals, to waive any irregularities and award in any manner deemed to be in the best interest of the Van Buren County Road Commission.

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 Van Buren 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 to furnish 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 Van Buren 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 issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Van Buren 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 Van Buren 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.

**PROPOSAL
MOTOR FUELS**

To: Board of County Road Commissioners of Van Buren County

The undersigned hereby certifies that the information provided in this Proposal submitted to the Van Buren County Road Commission is accurate and complete, and that I am duly authorized to submit the same. I hereby certify that I have reviewed all documents and requirements as set forth in the Specifications, and accept their terms and conditions. The undersigned further proposes to furnish motor fuel distributed by _____, of _____ through approximately February 2026, as follows:

The wholesale or rack price will be used: Yes _____ No _____

Lawrence Storage Maintenance Facility:

The mark up or margin will be _____ per gallon on No Lead Gasoline.

The mark up or margin will be _____ per gallon on Premium Diesel.

Bloomingtondale Garage:

The mark up or margin will be _____ per gallon on *No Lead Gasoline.

The mark up or margin will be _____ per gallon on Premium Diesel.

Bangor (Western) Garage:

The mark up or margin will be _____ per gallon on *No Lead Gasoline.

The mark up or margin will be _____ per gallon on *Premium Diesel.

Annual Supply Option Using Approximate Annual Deliveries:

No-Lead Gasoline \$ _____ Per Gallon

Premium Diesel \$ _____ Per Gallon

Exceptions to bid: _____

Yours very truly,

Signed: _____

Print Name: _____

Company Name: _____

Address: _____

Phone #: _____

Email: _____

***Above the ground tanks. Pedal truck delivery only.**