## CONTRACT AWARD

**CK09MERCER2020-19 GASOLINE FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO (2) YEARS**

**BID OPENING DATE:** AUGUST 26, 2020

**AWARD FOR A PERIOD OF TWO (2) YEARS; BASED UPON DAILY AVERAGE FOR UNLEADED REGULAR, UNBRANDED PUBLISHED BY THE OPIS OIL PRICE DAILY**

**CONTRACT TERM:** DECEMBER 4, 2020 THROUGH DECEMBER 3, 2022  
**RES. NO.** 2020-480

**NAME OF BIDDER:** MAJESTIC OIL COMPANY, INC.

**ADDRESS:** 2104 FAIRFAX AVENUE

**CITY, STATE, ZIP:** CHERRY HILL, NJ 08003

**CONTACT:** LISA TILONY

**TELEPHONE:** 856 751 8801

**FAX:** 856 751 8824

**E-MAIL:** MAJESTICOILNJ@GMAIL.COM

**NJ SAVI DESIGNATION:** SMALL BUSINESS ENTERPRISE

**OPIS PRODUCTION, OIL PRICE DAILY AUGUST 2, 2020 UNLEADED REGULAR 87 OCTANE, UNBRANDED ETHANOL GASOLINE**

**YEAR ONE**

330,000 GALLONS UNLEADED REGULAR 87 OCTANE FOR THE COUNTY OF MERCER

**YEAR ONE POSTED PRICE PER GALLON ON AUGUST 2, 2018 AVERAGE OF 2.0235 AND 2.1355**

**DELIVERY CHARGE OR DISCOUNT PER GALLON AS INDICATED BY EITHER A PLUS (+) OR MINUS (-)**

**TOTAL PRICE (A PLUS B) PER GALLON FOR COOP MEMBERS**

**TOTAL COST FOR YEAR ONE 330,000 GALLONS FOR THE COUNTY OF MERCER'S REQUIREMENTS**

$ 414,381.00

**YEAR TWO**

**YEAR TWO POSTED PRICE PER GALLON**

**DELIVERY CHARGE OR DISCOUNT PER GALLON AS INDICATED BY EITHER A PLUS (+) OR MINUS (-)**

**TOTAL PRICE (A PLUS B) PER GALLON**

**TOTAL COST FOR YEAR TWO 330,000 GALLONS**

$ 414,381.00

**GRAND TOTAL YEAR ONE AND YEAR TWO**

$ 828,762.00

**BIDDER'S SOURCE OF SUPPLY:** SUNOCO, UNITED ENERGY, BUCKEYE
AWARD OF BID RECEIVED AUGUST 26
2020 TO MAJESTIC OIL COMPANY, INC.,
FOR UNLEADED, UNBRANDED
GASOLINE FOR THE COUNTY OF
MERCER AND THE MERCER COUNTY
COOPERATIVE CONTRACT PURCHASING
SYSTEM. AMOUNT NOT TO EXCEED:
$828,762.00. PERIOD: DECEMBER 4, 2020
THROUGH DECEMBER 3, 2022.
(CK09MERCER2020-19)

WHEREAS, the Mercer County Purchasing Department has advertised for bids
for unleaded, unbranded gasoline for use by Mercer County and the Mercer County
Cooperative Contract Purchasing System for a period of two (2) years, as authorized by
Resolution No. 2018-89, adopted February 8, 2018; and,

WHEREAS, two (2) separate sealed bids were received on August 26, 2020 in
connection with the aforementioned services; and,

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; and,

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**Clerk to the Board**

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**RECORD OF VOTE**

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<thead>
<tr>
<th>FREEHOLDER</th>
<th>Aye</th>
<th>Nay</th>
<th>N.V.</th>
<th>Abs.</th>
<th>Res.</th>
<th>Sec.</th>
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<td>Koontz</td>
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</table>

X—Indicates Vote  Abs.—Absent  N.V.—Not Voting
Res.—Resolution Moved  Sec.—Resolution Seconded
WHEREAS, the bid received from Majestic Oil Company, Inc., 2104 Fairfax Avenue, Cherry Hill, NJ, 08003, shall be awarded for the period of December 4, 2020 through December 3, 2022, in a total amount not to exceed $828,762.00, as follows:

YEAR ONE: OPIS POSTED RACK PRICES, BASED ON THE DAILY AVERAGE OF HIGH AND LOW PHILADELPHIA PRICING ON AUGUST 2, 2020 FOR 87 OCTANE UNLEADED UNBRANDED ETHANOL GASOLINE.

A. POSTED PRICE PER GALLON $1.2455

B. DELIVERY CHARGE OR DISCOUNT PER GALLON AS INDICATED BY EITHER A PLUS (+) OR MINUS (-) $0.0102

TOTAL PER GALLON $1.02557

TOTAL FOR APPROXIMATELY 330,000 GALLONS $414,381.00 FOR YEAR ONE

YEAR TWO: OPIS POSTED RACK PRICES, BASED ON THE DAILY AVERAGE OF HIGH AND LOW PHILADELPHIA PRICING ON AUGUST 2, 2020 FOR 87 OCTANE UNLEADED UNBRANDED ETHANOL GASOLINE.

A. POSTED PRICE PER GALLON $1.2455

B. DELIVERY CHARGE OR DISCOUNT PER GALLON AS INDICATED BY EITHER A PLUS (+) OR MINUS (-) $0.0102

TOTAL PER GALLON $1.02557

TOTAL FOR APPROXIMATELY 330,000 GALLONS $414,381.00 FOR YEAR ONE

GRAND TOTAL FOR YEAR ONE AND YEAR TWO $828,762.00

VENDOR WILL EXTEND TO THE COUNTY COOP

..................................................  Clerk to the Board
WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board and funds for this purpose are available in the 2020 Mercer County Budget and are contingent upon inclusion in and adoption of the 2021 and 2022 Mercer County Budgets; 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 Director of Public Works and the Mercer County Purchasing Department for further distribution.

\[Signature\]

Clerk to the Board
SPECIFICATIONS FOR UNLEADED GASOLINE FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO (2) YEARS

INTENT
The County of Mercer requests bids for the County of Mercer and the Mercer County Cooperative Contract Purchasing System for the procurement and delivery of 87 Octane Unleaded Gasoline for a period of two (2) years. The conditions and requirements are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids and selection of the responsible vendor. The County’s annual gasoline consumption is estimated at 330,000 gallons. The County shall award one (1) contract based on the grand total for two (2) years. Deliveries to Co-op Members shall be as directed by each participating member. The awarded contract shall commence on December 4, 2020.

GASOLINE SHALL BE REGULAR, UNBRANDED, UNLEADED NO LESS THAN 87 OCTANE ETHANOL GASOLINE FOR THE COUNTY AND ALL COOP MEMBERS.

COMPLIANCE WITH LAWS
Vendor shall comply with all laws relating to sale of and purchases insofar as they pertain to the purchase of products under this contract. Said vendor shall perform in all respects in strict conformity to all existing and future laws and regulations of the Federal and State Departments and Bureaus thereof having jurisdiction in relation to petroleum products, air pollution and energy conservation. Vendor shall protect and indemnify the County and its officials and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulations, order or decree whether by himself or his employees.

QUALIFICATIONS
No bid will be considered for awarding of contract unless the vendor can meet the following conditions:

a. That the vendor owns and is operating a permanently established bulk storage plant with stationary tankage, or vendor who does not have a bulk storage plant with stationary tankage must submit from his source of supply a letter stating that the source of supply will in turn guarantee to supply the said vendor.

b. That the bulk storage plant is located within a reasonable distance from the plant or point to which deliveries are to be made by transport tank wagon. The County reserves the right to make the decision as to whether the storage plant is sufficiently close to protect its interests.

c. That the vendor's source of supply is direct with a reputable Gasoline producer. This information is to be listed in the space provided on the bid forms.

d. That the vendor agrees to assist the County making such investigation it deems necessary to determine the vendor's ability to perform the contract requirements. The County reserves the right to reject any bid if the investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and complete work contemplated therein.
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 7:30 am and 3:00 pm on business weekdays, except otherwise arranged by supplier and purchaser. Each participating unit shall make placement of orders and delivery arrangements directly with the supplier. All deliveries shall require a bill of lading and some type of delivery receipt. For tank wagon deliveries, the County requires a bill of lading and some type of delivery receipt for all deliveries. VENDOR SHALL DELIVER ONLY AS REQUESTED AND SHALL NOT PROVIDE AUTOMATIC DELIVERY UNLESS REQUESTED BY COOPERATIVE MEMBERS.

A 7,500 gallon minimum delivery is acceptable for the Mercer County Motor Pool location which has a 15,000 gallon tank. But there are emergent situations that can require less.

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

VENDOR EMERGENCY COMPLIANCE
YES________
NO________

87 OCTANE UNLEADED GASOLINE
Unleaded Gasoline prices shall fluctuate with the “An OPIS Production, Oil Price Daily, Formerly the Journal of Commerce” based on the daily average of high and low Philadelphia Prices Posting for Unleaded Regular 87 Octane, Unbranded Ethanol Gasoline. Therefore, if the pricing fluctuates between $3.15 and $3.10 on that given day, the County will pay $3.125 per gallon plus discount and/or freight charge.

PRICE PAGE
For bidding purposes, August 3, 2020 An OPIS Production, Oil Price Daily, Formerly the Journal of Commerce Philadelphia Posted Rack Prices shall be used. For 87 Octane Unleaded Gasoline use “UNLEADED REGULAR 87 OCTANE, UNBRANDED ETHANOL GASOLINE” Column, OPIS Posted Rack Prices, based on the daily average of high and low Philadelphia Pricing. The bidder shall enter his discount and/or freight charge and compute the net price per gallon. Attach a copy of the August 3, 2020, OPIS Production, Philadelphia Prices page to your bid.

INVOICE COST OF UNLEADED GASOLINE
The contractor shall charge the County for each delivery as follows:
1. An OPIS Production, Oil Price Daily, Formerly the Journal of Commerce based on the daily average of the high and low Philadelphia Prices. E.g., if the pricing fluctuates between $3.15 and $3.10 on that given day, the County will pay $3.125 per gallon.
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.

**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 Contractor's expense for inferior deliveries, or if product is found to contain dirt or sediment, or is of a structure that 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 that could result in dangerous conditions for environmental contamination, maintenance repair, pedestrian or vehicular traffic is to be addressed immediately by the vendor. In the event 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.

**INSURANCE**
The Contractor shall maintain such insurance as will protect him from all claims under Workmen's Compensation Acts and from any other claims for damages for personal injury including death which may arise from operations under this contract whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by them.

**PAYMENT**
Purchase orders will be generated for each delivery covering the gallonage 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 and the fixed delivery charge.

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.

**ANALYSIS**
Vendor shall supply upon request a complete analysis of the gasoline which he proposes to supply, covering all points set forth under the description of gasoline hereafter. In the event the Contractor delivers gasoline which does not test within the limits as set forth in this proposal, the Contractor shall be required to remove the rejected gasoline without cost to the County and within twelve (12) hours after notification.

Should the Contractor fail to remove the rejected gasoline within the twelve (12) hour time frame, the County shall be at liberty to remove same from its premises and dispose of it by sale as the County may elect. The proceeds from such sale, less costs incidental to its removal and to the sale, shall be paid over to the Contractor and the County may then purchase gasoline in the open market and make charge against the Contractor for excess cost incurred. Should the County have consumed a part of the rejected gasoline, such consumption shall not impair the County right to cause the Contractor to remove the remainder of the rejected gasoline.

When the analysis of any samples shows that the gasoline does not comply with the specifications in any particular item, the cost of analysis shall be borne by the supplier. When the sample complies with the specifications in all particulars, the cost of analysis will be borne by the County.

Analysis shall be in accordance with current recognized testing procedures of ASTM and each billing for fuel shall show a certification that the fuel delivered was in accordance with the requirements set forth.
<table>
<thead>
<tr>
<th>GASOLINE DELIVERY SHALL BE MADE TO THE FOLLOWING LOCATIONS</th>
<th>TANK SIZE</th>
<th>LOCATION</th>
<th># OF TANKS</th>
<th>ESTIMATED GALLONS PER YEAR</th>
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<td>GASOLINE DELIVERY SHALL BE MADE TO THE FOLLOWING LOCATIONS</td>
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<td>LOCATION</td>
<td># OF TANKS</td>
<td>ESTIMATED GALLONS PER YEAR</td>
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<td>APPROXIMATE TOTAL FOR ONE YEAR</td>
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<td>330,000 APPROX.</td>
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NO MINIMUM OR MAXIMUM PURCHASE IS IMPLIED OR GUARANTEED. The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10.

Pricing is based on effective listing from **August 3, 2020**, An OPIS Production, Oil Price Daily, Formerly the Journal of Commerce Philadelphia Posted Rack Prices for “UNLEADED REGULAR 87 OCTANE, UNBRANDED ETHANOL GASOLINE”.

**NO LESS THAN 87 OCTANE, UNLEADED, UNBRANDED ETHANOL GASOLINE FOR THE COUNTY OF MERCER FOR APPROXIMATELY 330,000 GALLONS PER YEAR FOR A PERIOD OF TWO (2) YEARS**

YEAR ONE:

A. **POSTED PRICE PER GALLON** $________________

B. **DELIVERY CHARGE OR DISCOUNT PER GALLON AS INDICATED BY EITHER A PLUS (+) OR MINUS (-)** $________________

TOTAL PER GALLON $________________

TOTAL FOR APPROXIMATELY 330,000 GALLONS $________________

YEAR TWO:

A. **POSTED PRICE PER GALLON** $________________

B. **DELIVERY CHARGE OR DISCOUNT PER GALLON AS INDICATED BY EITHER A PLUS (+) OR MINUS (-)** $________________

TOTAL PER GALLON $________________

TOTAL FOR APPROXIMATELY 330,000 GALLONS $________________

GRAND TOTAL OF YEARS ONE AND TWO (BASIS OF AWARD) $________________

GRAND TOTAL IN THE WRITTEN WORD

BIDDERS SOURCE OF SUPPLY ___________________________________________