

## ROAD COMMISSION OF MACOMB COUNTY

## COMMISSIONERS

## Finance Director

Chairperson: Fran Gillett

Michelle M. Mykytiak

Vice-Chair: Dan G. Dirks

Purchasing Director

Commissioner: Lawrence J. Moloney, P.E.

JoAnna Strizic

Invitation to Bid on: ***One (1) Year's Requirements of Equipment Fuels and Kerosene Release and Delivery as required December 1, 2009 – November 30, 2010***

Sealed bids will be publicly opened at **11:00** o'clock A.M., E.S.T. on Wednesday, **October 28, 2009** at the office of the Road Commission of Macomb County, in the Macomb County Administration Building, 117 S. Groesbeck, Mt. Clemens, Michigan, 48043 for the furnishing of the above materials, services, equipment, work and/or supplies in accordance with the terms, conditions and specifications as stated herein and hereto attached.

1. The Board reserves the right to accept any and all alternate proposals, bids or quotes and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any and all bids, quotes and proposals, and in general to make the award of the contract in any manner deemed by the Board, at its sole discretion, to be in the Road Commission's best interest. In case of error in the extension of prices in the bid or other arithmetical error, the unit prices will govern.
2. The bid must be delivered in person or sent by mail to the Road Commission of Macomb County, 117 S. Groesbeck, Mt. Clemens, Michigan, 48043. **It shall be in a sealed envelope marked with the name and address of the bidder on the outside of the envelope. The above referenced bid number should also be highlighted on the outside of the envelope. In addition, if the bid is to be express mailed, "Bid Documents Enclosed" must be conspicuously marked on the package.** Facsimile and/or e-mail transmitted bids will **not** be accepted.
3. The bidder shall assume full responsibility for delivery of bids prior to the appointed hour for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner employed for the transmission thereof. Bids shall be accepted by the Board at any time during the normal course of business only, said hours being 8:00 am to 4:30 pm, Monday through Friday, legal holidays excepted. A bidder may withdraw their bid response by written request at any time prior to the scheduled bid opening. Any bid received after the scheduled opening time will **not** be accepted and will be returned unopened. No bid may be withdrawn, changed, or modified in any way for a period of sixty (60) calendar days from the date of the bid opening.
4. IT IS UNDERSTOOD THAT THE BOARD OF MACOMB COUNTY ROAD COMMISSIONERS IS A GOVERNMENTAL UNIT AND AS SUCH IS EXEMPT FROM THE PAYMENT OF ALL STATE AND FEDERAL TAXES APPLYING ON THE ABOVE MENTIONED ITEM AND ALL PRICES QUOTED SHALL NOT INCLUDE ANY SUCH TAX.
5. The total price quoted by the Bidder must be the total cost delivered to the location(s). All goods are to be shipped F.O.B. Shipments sent C.O.D. without the Road Commission's consent will not be accepted and will, at the Contractor's risk and expense, be returned. Unauthorized shipments are subject to rejection and returned at the Contractor's expense.

6. The bidder by execution of the proposal thereby declares that the bid is made without collusion with any other person, firm or corporation making any other bid, or who otherwise would make a bid, and agrees to furnish all bid items in strict accordance with all Federal Regulatory Measures.
7. All bids must be submitted on the Board's form of bid blank. The bid shall be legibly prepared in ink or typewriter. Erasures or alterations must be initialed by the bidder.
8. Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the Bid Proposal and Specifications and that he understands and agrees to abide by each and all of the stipulations and requirements contained therein.
9. In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size.
10. The Board reserves the right to award the bid for the equipment which best fits our needs and appears to be in the best interest of the Road Commission at the time the bids are evaluated.
11. The Road Commission of Macomb County reserves the right to terminate the contract without penalty upon thirty (30) days written notice, due to poor performance or for reasons deemed to be in its best interest. The Road Commission of Macomb County reserves the right to re-award the contract to the second most qualified vendor, re-propose, re-quote or re-bid the contract or do whatever is deemed to be in its best interest.
12. Bidders aggrieved by an award of any resulting contract may file a written notice of protest with the Purchasing Director within seven (7) calendar days of the award by the Board of County Road Commissioners.
13. When applicable, contractor must furnish material safety data sheets for their products.
14. BIDDERS ARE REQUIRED TO SUBMIT COMPLETE AND COMPREHENSIVE DATA AND DESCRIPTIVE LITERATURE COVERING THE ITEM PROPOSED TO BE FURNISHED. VENDORS SUBMITTING ALTERNATE BIDS MUST PROVIDE SPECIFICATIONS DOCUMENTING PRODUCT IS EQUAL TO SPECIFIED BID ITEM. BIDS SUBMITTED WITHOUT THE ABOVE DOCUMENTATION WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.
15. THIS BID BY MUTUAL AGREEMENT OF BOTH PARTIES, may be extended for additional one (1) year periods, each year hereafter, but not to exceed a maximum of two (2) additional years.
16. Prior to furnishing the requested products and services, it shall be the responsibility of the awarded vendor to obtain all licenses and permits required to complete this contractual service, at no cost to the Road Commission. These licenses and permits shall be readily available for review by the Administration and Purchasing Personnel.
17. Vendors will provide a general history, description and status of their company.
18. All applicable Federal and State laws and rules and regulation over the project shall apply to the project contract throughout and will be deemed to be included in the contract herein written out in full.
19. The Road Commission of Macomb County adheres to Title VI related requirements as outlined in USDOT Regulation 49 CFR-Part 26, Appendix A of MDOT Bidding Specifications, and the RCMC Policy #440. The Road Commission of Macomb County is an Equal Opportunity Agency.

20. The Road Commission of Macomb County will not pay fuel surcharges.
21. The only **official** document is available over the internet at [www.rcmcweb.org](http://www.rcmcweb.org) or [www.mitn.info](http://www.mitn.info).
22. All documents and correspondence submitted to the Road Commission becomes the property of the Road Commission and is subject to disclosure under the "Freedom of Information Act". This Act provides for the complete disclosure of contract and attachments.

JoAnna Strizic  
Purchasing Director  
(586) 791-3348

Greg Zukowski  
Vehicle Maintenance Supervisor  
(586) 791-3117

Copies of Bids and Bid Tabs are available on the following websites:  
[www.mitn.infor](http://www.mitn.infor) or [www.rcmcweb.org/viewpage/bids.cgi](http://www.rcmcweb.org/viewpage/bids.cgi)

**ROAD COMMISSION OF MACOMB COUNTY**

**SPECIFICATIONS FOR EQUIPMENT FUELS AND KEROSENE**

1. One year's supply, mutually extendible for up to two (2) one-year periods.
2. Before submitting proposals, each shall be held to have examined the premises and satisfied himself as to the existing conditions under which he will be obliged to work under this contract. No allowances will be made on behalf of the contractor for any error or negligence on his part (see list of sites).
3. Delivery to be within 24 hours of verbal receipt of order. Delivery hours are 7:00 a.m. to 1:00 p.m., Monday through Friday (emergencies excluded).

In the event that fuel is not delivered within 72 hours or the third business day, the Road Commission of Macomb County reserves the right to obtain gas and or diesel fuel from an alternate source. If the price is higher, the awarded vendor shall be responsible to pay the difference between the price paid at the alternate source and the bid price that would have been paid on the day of the scheduled delivery. RCMC reserves the right to deduct costs from outstanding invoices.

The Road Commission of Macomb County must be given priority in times of Disaster or Declared Emergencies. Vendors must provide a 24-hour emergency phone number (land line) available seven (7) days a week. All bidders are to **indicate below** procedures **that they have in place** to accommodate deliveries during a Disaster or Declared Emergency.

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4. All prices to be F.O.B. Macomb County, Michigan.
5. RCMC is exempt from Federal Excise Tax, State and Local Taxes. Bid prices shall not include such taxes. Exemption certificates for taxes will be furnished upon request.
6. Delivery driver to determine storage tank fuel levels immediately prior to and following the unloading of product, and record those readings on delivery ticket. A Material Safety Data Sheet (MSDA) must accompany the first delivery.
7. Copy of metered manifest to be included with each invoice. Manifest must indicate fuels' point of origin or refinery.
8. Bid pricing to be relative to (plus or minus) the rack price, effective the date of delivery. RCMC shall use the average between the market low and high postings, rounded to the nearest hundredth, as the base price for each product. **Quotations to be plus or minus Contract Average Price.** Additionally, prices quoted must be the same for all locations within the County.
9. Upon request, driver will supply one (1) quart sample of product from delivery truck. If the sample proves contaminated or of poor quality, the vendor will be disqualified as supplier for the remaining term of the contract. The vendor will reimburse RCMC laboratory testing costs for fuel samples that are rated below specification.

10. In any case where vehicle performance is poor and fuel quality is suspect, the vendor shall provide the necessary technical assistance to determine the cause and/or solution to the problem.
11. Tanker quantities shall be considered single product orders of 9,000 gallons or greater, with compartment split deliveries to no more than 2 locations.
- 12a. The firm awarded bid shall be required to test all RCMC fuel storage tanks at least once per year for excess water levels. Excess water levels shall be considered any detected levels 3 inches or greater. That firm shall pump off and dispose of those waste contaminants per all Federal, State and Local regulations at no cost to the RCMC.
- 12b. The firm awarded bid shall treat all RCMC **diesel** fuel storage tanks three times per year with an EPA approved biocide. Treatment dosage shall be at the biocide manufacturer's recommended "maintenance" level, unless testing confirms severe contamination.
- 12c. The firm awarded bid shall test all RCMC **diesel** fuel storage tanks three times per year for microbiological contamination. In the event severe microbiological contamination is found, the firm shall treat **the affected tank** with an EPA approved biocide per the manufacturers recommended "shock treatment" dosage.
13. Firm awarded bid shall notify the RCMC in writing of the result of these activities.
- 14a. The contractor shall use reasonable care to avoid damaging or contaminating existing buildings, fuel products/tanks, equipment, pavement, soil or vegetation, or other RCMC facilities. The contractor shall replace the damaged items or repair the damage at no expense to the RCMC and to the satisfaction of the RCMC. Further, if as a result of the failure of the contractor to comply with the requirements of this contract, existing buildings, fuel products/tanks, equipment, pavement, soil, vegetation, or other RCMC facilities become damaged or destroyed, the contractor shall replace or repair the damage at no expense to the RCMC and to the satisfaction of the RCMC. Should the contractor fail or refuse to make such repairs or replacements, the RCMC may have said repairs or replacement accomplished, and the contractor shall be liable for the cost thereof, which may be deducted from the amounts which become due under this contract.
- 14b. The contractor shall take all measures as required by law to prevent fuel spills (including, but not limited to any spilling, leaking, pumping, emitting, emptying or dumping into or onto any land or water). In the event the contractor spills any fuel (including, but limited to gasoline, diesel fuel, or fuel oil), the contractor shall be responsible for containment, clean up and disposal of the fuel spilled. Should the contractor fail or refuse to take the appropriate containment, clean up and disposal actions, the RCMC may do so itself. The contractor shall reimburse the RCMC for all expenses incurred including fines levied by Federal, State, or Local Governments.
15. RCMC will declare an emergency fuel situation, when a storage tank capable of holding tanker quantities runs empty. Bidder will be required to deliver a partial order of 2,000 gallons of fuel, at tanker price, within 4 hours with the balance of the order due 24 hours later. The RCMC will declare an emergency fuel situation no more than 5 times per contract year.
16. Product Specifications: Fuels must meet State of Michigan Department of Management and Budget Purchasing Division specification, Mich. No. 5245-S2, December 1993. Further, fuels must meet the following RCMC requirements:
  - a.) Unleaded Gasoline, E10 Regular Grade: Shall have an octane rating of not less than 87.

## 84 Blend Grade Conventional

Specification	Test Method	Unit	Minimum/ Maximum	Text
Workmanship	N/A			Clear, bright, particulate free
Gravity – API	ASTM D-4052; Calculation; D1298; D287	degrees, API		Report only
Copper Strip Corrosion	ASTM D-130		1	Test conducted at 122deg. F for 3 hrs.
Silver Strip Corrosion	D4814 Annex		1	Test conducted at 122deg. F for 3 hrs.
NACE	NACE TM0172			B+ min
Oxidation Stability	ASTM D-525	minutes	240	
Washed Gum	ASTM D-381	mg/100 ml	4	
Sulfur	D7039; D5453; ASTM D-2622	wt.ppm	80	
Lead	D3237; ASTM D-3341	q/gallon	.05	
Phosphorous	ASTM D-3231	q/gallon	.005	
Doctor	ASTM D-4952			Negative
Mercaptan Sulfur	ASTM D-3227	wt.ppm	20	
Oxygenates	D5599	vol %		
End Point w/Ethanol	ASTM D-86	deg Fahrenheit	430	
Residue w/Ethanol	ASTM D-86	percent	2	
MON	ASTM D-2885; NIR; ASTM D-2700		80.2	
(R+M)/2	ASTM D-2885; NIR; ASTM D-2700		83.6	

b.) #2-D S15 Ultra Low Sulfur Diesel (i.e., fuel  $\leq$  15 ppm Sulfur): At a minimum the diesel fuel should meet specifications from the latest version of ASTM D975, Standard Specification for Diesel Fuel Oils (Grade No. 2-D S15 Ultra Low Sulfur) in the United States. In addition, the Engine Manufacturers Association (EMA) has identified properties of an improved diesel fuel for better engine performance and durability. These additional performance properties are as follows:

- 1) All S15 Ultra Low Sulfur Diesel (ULSD) shall meet the requirements of ASTM D975.
- 2) Cetane. Using ASTM D613, ULSD fuel should have a minimum cetane number of 45.
- 3) Lubricity. Using the High Frequency Reciprocating Rig (HFRR) test method (ASTM D079) at a temperature of 60°C, the maximum wear scar diameter shall not exceed 460 micrometers.
- 4) Thermal Stability. Fuel should have a minimum of 80% reflectance after aging for 180 minutes at a temperature of 150°C when tested per ASTM D6468.
- 5) Oxidation Stability. All diesel, regardless of sulfur level, provide a maximum of 10g/m<sup>3</sup> sediment level when tested per ASTM D3374.

A summer and winter blend shall be available.

- c.) Winter Blend - #2-D S15 Ultra Low Sulfur Diesel [as specified in (b.) above] with a 10% #1D Blend: Shall be treated with Diesel Flow Improver (winter additive), so as to provide a Cold Filter Plug Point (CFPP) of at least -30°F.
- d.) B5 S15 Ultra Low Sulfur Biodiesel (i.e. fuel  $\leq$  15 ppm Sulfur): This ULS biodiesel fuel shall be a B5 blend (5% biodiesel and 95% S15 ULSD). **The ULSD fuel used in this blend must first meet the Road Commission of Macomb County's specification (see "b." above) for #2-D S15 Ultra Low Sulfur Diesel fuels.** The biodiesel being blended with the diesel must meet ASTM D6751. The biodiesel B5 S15 ULSD blend shall have an effective Cetane rating not lower than 45. A summer and winter blend shall be available.
- e.) B20 S15 Ultra Low Sulfur Biodiesel: The biodiesel fuel shall be a B20 blend (20% biodiesel and 80% diesel). **The diesel fuel used in this blend must first meet the Road Commission of Macomb County's specification (see "b" above) for #2-D S15 Ultra Low Sulfur Diesel fuels.** The biodiesel being blended with the diesel must meet ASTM D6751. The biodiesel B20 blend shall have an effective Cetane rating not lower than 45. A summer and winter blend shall be available.

17. Product Specifications:

**No. 1 MV 15 Kerosene**

Specification	Test Method	Unit	Min	Max	Text	Footnote
Workmanship	n/a				Free of water, sediment	1
Water & Sediment	ASTM D-2709	Vol %		0.05		
Gravity – API	ASTM D-4052; D287	Degrees API	37			
Viscosity @104F (40 C)	ASTM D-445	cSt	1.3	1.9		
PM Flash Point	ASTM D-93	Deg Fahrenheit	130			
Copper Strip Corrosion	ASTM D-130			1		
NACE	NACE TM0172				B+ min	2
Thermal Stability	ASTM D-6468	%	80			
Saybolt Color	ASTM D-156		16			3
Haze Rating	ASTM D-4176			2	@ 77 degrees Fahrenheit	
Ash	ASTM D-482	Wt %		0.01		
Sulfur	D7039; D5453; ASTM D-2622	Wt.ppm		9		4
Doctor	ASTM D-4952				Negative	
Ramsbottom Carbon	ASTM D-524	Wt %		0.15	On 10% bottoms	
Aromatics	ASTM D-1319 vol %			35		5
90% Rec	D2887	Deg Fahrenheit		550		6
90% Rec	ASTM D-86	Deg Fahrenheit		550		
End Point	ASTM D-86; D2887	Deg Fahrenheit		572		6
Cloud Point	ASTM D-2500	Deg Fahrenheit			Report	
Pour Point	ASTM D-5950; ASTM D-5949; D97; D-5985	Deg Fahrenheit		0		
Cetane Number	D6890; D613		40			7
Cetane Index	ASTM D-4737A		40			

Footnotes:

- (1) If visual water is detected, run Karl Fischer water test (D6304). If particulate is visible, use MPC Visual Reference Chart for Particulates to rate.

- (2) When this fuel is also being certified as Jet A, the NACE requirement is waived.
- (3) Product will be clear and bright and free of red and yellow dye.
- (4) Buckeye Pipeline Company spec is 9ppm.
- (5) Aromatics % is an acceptable alternative to cetane index by ASTM D-976.
- (6) Convert D2887 values to "Predicted D86" using Appendix X5 of D2887. In case of dispute, D86 values are considered the referee.
- (7) The cetane index D-4737A is an acceptable alternative to D-613.

18. Method of Award:

Quantities specified are estimates based on prior purchases, and RCMC is not obligated to purchase these quantities. Past performance and experience may be a factor in making an award (use attached work reference form).

- 19. Bids will remain firm for a period of ninety (90) days after official opening of bids.
- 20. The successful bidder will be required to furnish comprehensive general liability insurance and workers' compensation as outlined in these specifications.
- 21. Addenda issued during bidding period covering additions, deletions or changes to documents shall be acknowledged as having been received and included in the proposal.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

- 22. The Road Commission of Macomb County Purchasing is the sole point of contact with regard to all procurement and contractual matters concerning this bid. All communication covering this procurement can be addressed to:

Road Commission of Macomb County Purchasing

117 S. Groesbeck Hwy.  
Mt. Clemens, MI 48043

- 23. The contractor is prohibited from assigning, transferring conveying, or otherwise disposing of any contract or portion thereof resulting from this invitation to bid of its rights, title, or interest therein or its power to execute such agreement to any person, company, corporation, or entity without the previous written approval of the RCMC.
- 24a. Vendor awarded bid must extend same pricing to all tax exempt Government entities within our geographic boundaries.
- 24b. Optional: Extension of award to the MITN Purchasing Cooperative:

Accept Extension of award to MITN \_\_\_\_\_

Decline Extension of award to MITN \_\_\_\_\_

## **INSURANCE**

The following insurance shall be obtained:

- |    |   |  |
|----|---|--|
| A. | Comprehensive General Liability including   | \$1,000,000 per occurrence and<br>\$2,000,000 aggregate  |
|    | 1. Products and completed operations  |  |
|    | 2. Broad form property damage   |  |
|    | 3. Premises operations  |  |
|    | 4. Broad form contractual   |  |
|    | 5. Personal injury  |  |
| B. | Workers' Compensation Employers Liability Statutory<br>Coverage and Employer's Liability Limits of: | \$500,000/\$500,000/\$500,000  |
| C. | Automobile liability including hired and leased<br>vehicles owned and non-owned autos               | \$1,000,000 CSL or \$500,000 per person<br>\$1,000,000 per accident \$500,000<br>property damage |

Personal Injury Protection – Statutory Limits and Property Protection Insurance - \$1,000,000 Limit.

Supplemental Environmental Auto Liability (SEAL) coverage or insurance that covers the loading and unloading of scheduled pollutants is required.

## **CERTIFICATES OF INSURANCE (GENERAL)**

All certificates of insurance and duplicate policies of an outsider, vendor or contractor shall contain the following clauses:

- A. "Underwriters shall have no right of recovery or subrogation against the RCMC (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policy so effected shall protect both parties in primary coverage for any and all losses covered by the subject policy."
- B. "Any coverage afforded the RCMC shall apply as primary and not excess to any insurance issued in the name of the RCMC, et al."
- C. "The insurance company(s) issuing the policy or policies shall have no recourse against the RCMC for payment of any premiums or for assessments under any form of policy."
- D. "The term 'insured' is used severally, not collectively but the inclusion in this policy of more than one insured shall not operate to increase the limit of the RCMC's liability."

All certificates are to provide thirty (30) days written notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided not less than ten (10) working days before commencement of work to the Road Commission of Macomb County, 117 S. Groesbeck Hwy., Mt. Clemens, MI 48043. Insurance carriers are subject to the approval of RCMC.

## **INDEMNIFICATION**

RCMC will not be responsible for injury to contractor's employees, sub-contractors, or to third parties caused by the contractor's agents, servants or employees. Therefore, the contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

"The contractor agrees to protect, defend, indemnify and hold the RCMC and its commissioners, officers, employees and agents free and harmless from and against any and losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligation, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder".

"The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to indemnify the RCMC for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the RCMC, its commissioners, officers, employees or agents".

**RCMC**

**FUEL TANK CAPACITIES (GALLONS)**

<b>Location</b>	<b>E10 Regular No Lead Min. 87 Octane</b>	<b>#2D S15 Ultra Low Sulfur Diesel ≤ 15 ppm</b>
<b>Washington Twp. Service Center (#1)</b> 12990 31 Mile Road Washington, MI 48094	12,000	20,000
<b>New Haven Service Center (#2)</b> 58270 William Street New Haven, MI 48048	12,000	20,000
<b>Vehicle Maintenance (#3)</b> 34592 Nova Street Clinton Twp., MI 48035	20,000	20,000 10,000
<b>Shelby Twp. Service Center (#4)</b> 51235 Napi Drive Shelby Twp., MI 48315	12,000	20,000
<b>Administration Building</b> 117 S. Groesbeck Hwy. Mt. Clemens, MI 48043	8,000	0

**FUEL PURCHASES FOR PRECEDING 12 MONTH PERIOD (GALLONS)**

Volumes provided are offered as a guide for bidding purposes only. Volumes are not a firm commitment.

<b>Location</b>	<b>E10 Regular No Lead Min. 87 Octane</b>	<b>#2D S15 Ultra Low Sulfur Diesel ≤ 15 ppm</b>
RCMC County Wide	115,000	330,000

The RCMC reserves the right to add, subtract or change fuel delivery locations to any location within its geographic area of responsibility.

**PROPOSAL**

**One (1) Year's Requirements of Equipment Fuels and Kerosene  
F.O.B., various locations, Macomb County, Michigan**

The undersigned herein submitted this bid or proposal and agrees to enter into an agreement with the Road Commission of Macomb County in accordance with the bid documents. In submitting this complete and signed proposal, it is understood that the right is reserved by the Road Commission of Macomb County to reject any or all bids or proposals and to make such award that is in the best interest of the Road Commission of Macomb County.

**All prices firm for duration of the contract: \_\_\_\_\_yes \_\_\_\_\_no**

Prices (plus or minus) in dollars relative to rack price.

**A copy of the OPIS Petrostat (Detroit, Michigan) price report must be submitted with each billing to provide price verification.**

	<u>Tanker Quantity Greater Than 12,000 Gals.</u>	<u>Tanker Quantity 9,000 – 11,999 Gals.</u>
Regular No Lead E10 Gasoline Min. 87 Octane	\$ _____	\$ _____
#2-D S15 Ultra Low Sulfur Diesel	\$ _____	\$ _____
#2-D S15 Ultra Low Sulfur Diesel Winter Blend	\$ _____	\$ _____
B5 S15 Ultra Low Sulfur Biodiesel	\$ _____	\$ _____
B5 S15 Ultra Low Sulfur Biodiesel Winter Blend	\$ _____	\$ _____
B20 S15 Ultra Low Sulfur Biodiesel	\$ _____	\$ _____
B20 S15 Ultra Low Sulfur Biodiesel Winter Blend	\$ _____	\$ _____
No. 1 MV 15 Kerosene	\$ _____ gal.	

Bid price includes Michigan Underground Storage Tank Financial Assurance (MUSTFA) Fund fee?

\_\_\_\_\_Yes

\_\_\_\_\_No

COMPANY NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TERMS: \_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**

County            )            SS:  
                      )

\_\_\_\_\_ being first duly sworn, deposes and says that he is the

\_\_\_\_\_  
(Individual, Partner, Corporate Officer)

making the foregoing proposals of bids; that such bids are genuine and not collusive or sham; such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in sham a bid, or that such other person shall refrain from bidding and has not in any manner, directly with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Joint Purchasers or any person or persons proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or to any member or agent thereof.

\_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ Notary Public

My Commission Expires  
\_\_\_\_\_

**BIDDER: THIS AFFIDAVIT MUST BE COMPLETED, SIGNED, NOTARIZED AND INCLUDED IN YOUR BID SUBMISSION.**

**FEDERAL EMPLOYER IDENTIFICATION**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TERMS: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

Which is (check one of the following:)

( ) Corporation, incorporated under the laws of the State of: \_\_\_\_\_

( ) Partnership, consisting of (list partners): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

( ) Assumed Name (register no.) \_\_\_\_\_

( ) Individual \_\_\_\_\_

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

\_\_\_\_\_  
\_\_\_\_\_

SPECS/FUELKEROSENE