

**BIDDERS COMPANY NAME**

---

# **REQUEST FOR PROPOSAL**

**#6391**

**UNLEADED AND DIESEL FUEL**

**FOR**

**VARIOUS WASHTENAW  
COUNTY LOCATIONS**

Prepared By:  
Washtenaw County Purchasing  
Administration Building  
P.O. Box 8645  
220 N. Main B-35  
Ann Arbor, MI 48107

Jody Gastovich  
Buyer Assistant  
(734) 222-6760





## WASHTENAW COUNTY

### Finance Department

#### Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645  
Phone (734) 222-6760, Fax (734) 222-6764

### REQUEST FOR PROPOSAL # 6391

March 3, 2008

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Commission is issuing a Sealed Request for Proposal (RFP) #6391 for Unleaded & Diesel Fuel for Various Washtenaw County Locations.

**Sealed Proposals:** Consultant will deliver one (1) original and **two (2)** copies to the following address:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
Ann Arbor, MI. 48107**

**By 1:00 p.m. on FRIDAY, MARCH 14, 2008**

**This submission shall include the entire Request for Proposal document and any amendments if issued.**

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

The envelope must be clearly marked "**SEALED RFP #6391**".

- Please direct purchasing and procedural questions regarding this RFP to Jody Gastovich at 734-222-6760 or [gastovichj@ewashtenaw.org](mailto:gastovichj@ewashtenaw.org).
- Please direct and technical questions regarding this RFP to Edward E. Holley at 734-971-6337 ext. 316 or [holleye@ewashtenaw.org](mailto:holleye@ewashtenaw.org).

|                    |
|--------------------|
| <b>I. PROPOSAL</b> |
|--------------------|

**Definitions:**

**"County"** is Washtenaw County in Michigan.

**"Bidder"** an individual or business submitting a Proposal to the Washtenaw County.

**"Contractor"** one who contracts to perform work or furnish materials in accordance with a contract.

**"WCPRC"** is the Washtenaw County Parks and Recreation Commission.

**PURPOSE OF PROPOSAL:**

Washtenaw County Parks and Recreation Commission is requesting bids for unleaded & diesel fuel on an as needed basis to fill bulk tanks at various county locations.

**PROPOSAL TERMS:**

A. Washtenaw County reserves the right to reject any and all quotes received as a result of this Proposal. If a Proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the Proposal; the County reserves the right to consider Proposal for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose Proposal is deemed to best meet the County's specifications and needs.

B. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

## RFP #6391 UNLEADED AND DIESEL FUEL

C. In the event it becomes necessary to revise any part of the Proposal, addenda will be provided. Deadlines for submission of Proposal's may be adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned in **triplicate**. **To be considered, original Proposal and two copies must be at the County Purchasing Office on or before the date and time specified.**

D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the Proposal. Proposal shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

E. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

|                                    |
|------------------------------------|
| <b>II. PROPOSAL SPECIFICATIONS</b> |
|------------------------------------|

The Proposal should include all of the following information:

- A. Contractor's qualifications, years in business.
- B. At least three (3) current references. Include company name, contact name, phone number.
- C. Contractor's ability to provide Internet, On-Line ordering of items listed on this RFP. Include set up requirements and maintenance requirements.
- D. Bank References with name and phone number of contact person.

**III. TERMS AND CONDITIONS**

**Award:** Washtenaw County reserves the right to reject any and all offers received as a result of this Proposal. If a Proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

The intent is to award the Proposal to one supplier able to supply the goods to the County as specified.

**Term:** The term of this proposal will be for a 1 year term with an option to renew for years 2 and 3.

**Low Bidder:** Will be based on the lowest responsible bid best able to meet the terms and conditions with the lowest price to the County.

**Delivery:** The Contractor will be responsible for delivering on an "AS NEEDED" basis to the following locations:

- Independence Lake Park – 3200 Jennings Road, Webster Township, MI
- Rolling Hills County Park – 7660 Stoney Creek Road, Ypsilanti Township, MI
- Pierce Lake Golf Course – 1175 S. Main, Chelsea, MI
- County Farm Park - 2210 Platt Road, Ann Arbor, MI

**V. STANDARD PROVISIONS FOR CONTRACTS**

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Director of Parks and Recreation Commission and/or his designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V - PERSONNEL

Section 1 - The Contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The Parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

# RFP #6391 UNLEADED AND DIESEL FUEL

## ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

## ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insured and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance, as evidenced by the certificates furnished by the Contractor, expires, or is canceled during the term of the contract, services and related payments will be suspended. Contractor

## RFP #6391 UNLEADED AND DIESEL FUEL

shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

### ARTICLE VII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

### ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

### ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

### ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion

## RFP #6391 UNLEADED AND DIESEL FUEL

or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

### ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.19 per hour with benefits or \$11.95 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2008 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

### ARTICLE XII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

### ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

### ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

# RFP #6391 UNLEADED AND DIESEL FUEL

## CRIMINAL BACKGROUND CHECKS

The Contractor will be responsible for payment of security screening as determined by the County. Any employee of the vendor will be subject to an approved criminal background check before servicing or providing services for any county vehicle.

## ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

## ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

## ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

## ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

## ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

## ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

**BID SHEET**

| <b><u>Description</u></b>        | <b><u>Price – Rack Rate Plus</u></b> |
|----------------------------------|--------------------------------------|
| Unleaded Gas (minimum 87 octane) | \$ _____                             |
| Diesel Fuel (Supreme)            | \$ _____                             |

State normal ordering format (telephone, fax internet ordering), delivery turnaround time and schedule:

\_\_\_\_\_

\_\_\_\_\_

Minimum Order limits, if any:

\_\_\_\_\_

\_\_\_\_\_

Product Return Policy:

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE PAGE**

|                           |                            |              |              |
|---------------------------|----------------------------|--------------|--------------|
| _____<br>Signature        | _____<br>Company Name      |              |              |
| _____<br>Print Name       | _____<br>Company Address   |              |              |
| _____<br>Title            | _____<br>City              | _____<br>St. | _____<br>Zip |
| _____<br>Telephone #      | _____<br>Fax #             |              |              |
| _____<br>Federal Tax ID # | _____<br>URL/Email Address |              |              |

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.