

<b>CONTRACT AWARD</b>	
<b>CK09MERCER2021-17 DIESEL FUEL AND WINTER MIX AND DEF FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE MEMBERS</b>	
<b>RESOLUTION 2021-617</b>	
<b>CONTRACT TERM: NOVEMBER 30,2021-NOVEMBER 29,2023</b>	
NAME OF BIDDER	MAJESTIC OIL COMPANY, INC.
ADDRESS	2104 FAIRFAX AVENUE
CITY, STATE, ZIP	CHERRY HILL, NJ 08003
CONTACT	LISA D. TILORY
TELEPHONE	856 -751- 8801
FAX	856 -751 -8824
E-MAIL	<a href="mailto:MAJESTICOILNJ@GMAIL.COM">MAJESTICOILNJ@GMAIL.COM</a>
WILL EXTEND TO THE COOP MEMBERS	YES
NEW JERSEY BUSINESS REGISTRATION	OK
EIC	7090 EXPIRES 3.15.27
BIDDER'S SOURCE OF SUPPLY	SUNOCO, UNITED ENERGY PRODUCTS OR BUCKEYE ENERGY

<b>CK09MERCER2021-17 DIESEL FUEL AND WINTER MIX AND DEF FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE MEMBERS</b>	
	<b>MAJESTIC OIL COMPANY</b>
<b>OPIS PRODUCTION, OIL PRICE DAILY AUGUST 25,2021; ULS DIESEL, AVERAGE OF HIGH AND LOW PHILADELPHIA PRICING FOR BIDDING PURPOSES</b>	
<b>285,000 GALLONS DIESEL FOR THE COUNTY OF MERCER;116,600 GALLONS PARK COMMISSION</b>	
<b>2.14540</b>	
<b>A.POSTED PRICE PER GALLON ON AUGUST 25,2021; AVERAGE BETWEEN 2.2208 AND 2.0700</b>	2.1454
<b>B.DELIVERY CHARGE OR DISCOUNT PER GALLON AS INDICATED BY EITHER A PLUS (+) OR MINUS (-)</b>	0.03270
<b>TOTAL PRICE (A PLUS B) PER GALLON FOR COOP MEMBERS</b>	2.17810
<b>C.TOTAL COST FOR 401,600 GALLONS FOR THE COUNTY OF MERCER'S REQUIREMENTS</b>	<b>\$ 874,724.96</b>
<b>A.POSTED PRICE COST GALLON FOR WINTER MIX FOR COUNTY AND THE COOP MEMBERS</b>	2.1454
<b>B. DELIVERY CHARGE OR DISCOUNT PER GALLON AS INDICATED BY EITHER A PLUS (+) OR MINUS (-)</b>	0.0477
<b>TOTAL PRICE (A PLUS B) PER GALLON</b>	2.1931
<b>KEROSENE OR CHEMICAL</b>	CHEMICAL
<b>COST FOR DIESEL EXHAUST FLUID FOR THE COUNTY OF MERCER AND COOPERATIVE</b>	
<b>5000 GALLONS OF DEF FOR THE COUNTY OF MERCER, MOTOR POOL</b>	
<b>COST PER GALLON</b>	NO BID
<b>TOTAL COST FOR 5,000 GALLONS</b>	NO BID

Approved as to Form and Legality

Date

*[Signature]*  
 Assistant County Counsel

November 10, 2021

AWARD OF BID RECEIVED SEPTEMBER 30, 2021 TO MAJESTIC OIL COMPANY, INC. FOR DIESEL FUEL, WINTER MIX AND DELIVERED BULK DIESEL EXHAUST FLUID FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM. PERIOD: NOVEMBER 30, 2021 THROUGH NOVEMBER 29, 2023. TOTAL AMOUNT NOT TO EXCEED: \$874,724.96 (CK09MERCER2021-17)

WHEREAS, the Mercer County Purchasing Department has advertised for bids for Diesel Fuel, Winter Mix and delivered Bulk Diesel Exhaust Fluid (DEF) for the County of Mercer and the Mercer County Cooperative Contract Purchasing System, as authorized by Resolution No. 2018-89, adopted February 8, 2018, as per bid terms and specifications, as provided by law; and,

WHEREAS, four (4) separate sealed bids were received on September 30, 2021 in connection with the aforementioned services; and,

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder for Diesel Fuel, Winter Mix and delivered Bulk Diesel Exhaust Fluid (DEF); and,

.....  
 Clerk to the Board

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

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

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WHEREAS, the bid of Majestic Oil Company Inc., 2104 Fairfax Avenue, Cherry Hill, NJ, 08003, shall be awarded for a period of November 30, 2021 through November 29, 2023, in a total amount not to exceed of \$874,724.96; and,

WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution; funds are available in the 2021 Mercer County Budget and are contingent upon the inclusion in and the adoption of the 2022 and 2023 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute contracts on behalf of the County of Mercer when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward one copy of copy of this Resolution to the Purchasing Department for further distribution.

  
.....  
**Clerk to the Board**

**SPECIFICATIONS FOR BID**  
**SPECIFICATIONS FOR BID FOR DIESEL FUEL, WINTER MIX AND DELIVERED BULK DEF (DIESEL EXHAUST FLUID) 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 procurement and delivery, F.O.B. destination, of Ultra-low Sulfur Diesel (ULSD), Winter Mix and Delivered Bulk Diesel Exhaust Fluid (DEF) for the County of Mercer and the Mercer County Cooperative Contract Purchasing System for a period of two (2) years. Bidders shall provide a cost for delivery charge or discount, per gallon as indicated by either a plus (+) or minus (-). Diesel fuel regulations shall be followed according 40 CFR Part 80 subpart I, set forth by the United States Environmental Protection Agency (USEPA). The new fuel contains 97% less sulfur than conventional diesel - sulfur will be reduced from 500 parts per million to 15 parts per million. See attached standard fact sheet. **Contract will commence November 30, 2021; all questions can be emailed to [imaldonado@mercercounty.org](mailto:imaldonado@mercercounty.org) by September 10,2021.**

**The county does not utilize dyed diesel fuel. Bidders shall not factor a charge for dyed diesel or a LUST tax.**

For Vendor's information, Mercer County's two (2) year diesel consumption is estimated at **401,600** gallons. Mercer County's two (2) year DEF (Diesel Exhaust Fluid) consumption is estimated at **5,000** gallons. Diesel Fuel, Winter Mix and DEF (Diesel Exhaust Fluid) deliveries to the County Cooperative Members shall be as directed by each participating member.

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 "An OPIS Production, Oil Price Daily, Formerly the Journal of Commerce" based on the daily average of high and low Philadelphia Prices Posting for Ultra Low Sulfur Diesel Fuel. 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 25, 2021** An OPIS Production, Oil Price Daily, Formerly the Journal of Commerce Philadelphia Posted Rack Prices shall be used. For diesel fuel and winter mix use "ULS DIESEL" Column, OPIS Posted Rack Prices, based on the daily average of high and low Philadelphia Pricing 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 August 25, 2021, OPIS Production, Philadelphia Prices page to your bid.**

### **INVOICE COST OF FUEL**

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.

### **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 OPIS 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 OPIS 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 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 An OPIS Production, Oil Price Daily, Formerly the Journal of Commerce daily rate (average of the high and low, Philadelphia pricing) 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.

**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).

**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 TWO (2) YEARS  
ESTIMATED USAGE OF DIESEL FUEL AND STORAGE FACILITIES IN MERCER COUNTY**

**DELIVERY IS AS NEEDED**

<b>LOCATION</b>	<b>TANKS</b>	<b>SIZE</b>	<b>USAGE IN GALLONS</b>
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Ms. Jodi Hawryluk Mercer County D.O.T. 300 Scotch Road –Bldg. 4 West Trenton, NJ 08628	1	12,000	285,000
Mr. Jay Long Mountainview G.C. 890 Bear Tavern Road Trenton, NJ 08628	1	1,000	15,600
Mr. Jay Long Princeton C.C. 1 Wheeler Way Princeton, NJ 08554	1	550	11,000
Mr. Jay Long Mercer Oaks G.C. 735 Village Road West W. Windsor, NJ 08550	1	1,000	20,000
Mr. Robert Doherty Mercer County Park 334 South Post Road W. Windsor, NJ 08550	1	3,000	42,000
Ms. Christine Cardinal Equestrian Center 431 Federal City Road Pennington, NJ 08534	1	500	10,000
Mr. Gary Houghton Howell Farm/Belle Mt. 17 Valley Rd. Lambertville, NJ 08530	1	1,000	5,000
Mr. Gary Houghton Howell Farm 70 Woodens Lane Lambertville, NJ 08530	1	500	2,000
Mr. Jay Long Hopewell Valley Golf Course 114 Pennington Hopewell Rd Hopewell NJ 08525	1	550	11,000

**TOTAL ESTIMATED REQUIREMENTS**

**401,600 GALLONS**