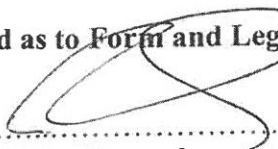


| CONTRACT AWARD | |
|---|--|
| CK09MERCER2022-11 GASOLINE FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO (2) YEARS | |
| RESOLUTION #2022-742 | |
| CONTRACT TERM:DECEMBER 4,2022-DECEMBER 3,2024 | |
| NAME OF BIDDER | RIGGINS INC. |
| ADDRESS | 3938 S. MAIN RD. |
| CITY, STATE, ZIP | VINELAND, NJ. 08360 |
| CONTACT | JENNIFER MERLINO |
| TELEPHONE | 856-825-7600- |
| FAX | 856-825-2270 |
| E-MAIL | JMERLINA@RIGGINSOIL.COM |
| NJ BUSINESS REGISTRATION | OK |
| EIC | 2940, EXP. 11.5.22 |
| COOP | NO |
| CONTINUITY OF SERVICE | YES |
| BIDDER SOURCE OF SUPPLY | PBF |
| OPIS PRODUCTION | INCLUDED |
| OPIS PRODUCTION, OIL PRICE DAILY AUGUST 2, 2022 UNLEADED REGULAR 87 OCTANE, UNBRANDED ETHANOL GASOLINE UNDER PHILADELPHIA | POSTED PRICE PER GALLON SHOULD BE THE AVERAGE OF 3.2670 AND 3.3347=\$3.4311 |
| YEAR ONE (1) | |
| POSTED PRICE PER GALLON | \$ 3.4311 |
| DELIVERY CHARGE OF DISCOUNT PER GALLON AS INDICATED BY EITHER A PLUS(+) OR MINUS (-) | 0.058 |
| TOTAL PER GALLON | \$ 3.4891 |
| TOTAL FOR APPROXIMATELY 330,000 GALLONS | \$ 1,151,403.00 |
| YEAR TWO (2) | |
| POSTED PRICE PER GALLON | \$ 3.4311 |
| DELIVERY CHARGE OF DISCOUNT PER GALLON AS INDICATED BY EITHER A PLUS(+) OR MINUS (-) | \$ 0.058 |
| TOTAL PER GALLON | \$ 3.4891 |
| TOTAL FOR APPROXIMATELY 330,000 GALLONSS | \$ 1,151,403.0000 |
| GRAND TOTAL OF YEARS ONE (1) & TWO (2) | \$ 2,302,806.00 |

Approved as to Form and Legality

Date



 County Counsel

October 13, 2022

AWARD OF BID RECEIVED AUGUST 24 2022, TO RIGGINS INC., FOR UNLEADED, UNBRANDED GASOLINE FOR THE COUNTY OF MERCER. TOTAL NOT TO EXCEED: \$2,302,806.00. PERIOD: DECEMBER 4, 2022 THROUGH DECEMBER 3, 2024 (CK09MERCER2022-11)

WHEREAS, the Mercer County Purchasing Department has advertised for bids for unleaded unbranded gasoline for use by the County of Mercer 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 24, 2022 in connection with the aforementioned services; and,

.....
 Clerk to the Board

| RECORD OF VOTE | | | | | | | | | | | | | |
|----------------|-----|-----|------|------|------|------|---------------|-----|-----|------|------|------|------|
| COMMISSIONERS | Aye | Nay | N.V. | Abs. | Res. | Sec. | COMMISSIONERS | Aye | Nay | N.V. | Abs. | Res. | Sec. |
| Cimino | X | | | | | | Stokes | X | | | | | ✓ |
| Frisby | X | | | | | | Walter | | | | X | | |
| Koontz | X | | | | ✓ | | Melker | X | | | | | |
| McLaughlin | X | | | | | | | | | | | | |

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

WHEREAS, the bid of Royal Aquarian Consultancy Inc., DBA Rac Energy has a fatal flaw deeming bid response non-responsive therefore the bid received by Royal Aquarian Consultancy Inc., DBA Rac Energy is hereby rejected; and,

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

WHEREAS, the bid received from Riggins Inc. 3998 S. Main Rd., Vineland, NJ. 08360 shall be awarded for the period of December 4, 2022 through December 3, 2024 in the total amount of \$2,302,806.00, as follows:

YEAR ONE: OPIS POSTED RACK PRICES, BASED ON THE DAILY AVERAGE OF HIGH AND LOW PHILADELPHIA PRICING ON AUGUST 2, 2022 FOR 87 OCTANE UNLEADED UNBRANDED ETHANOL GASOLINE.

| | | |
|-----------|--|-------------------------------|
| A. | POSTED PRICE PER GALLON | \$ <u>3.4311</u> |
| B. | DELIVERY CHARGE OR DISCOUNT PER GALLON AS INDICATED BY EITHER A PLUS (+) OR MINUS (-) | \$ <u>0.058</u> |
| | TOTAL PER GALLON | \$ <u>3.4891</u> |
| | TOTAL FOR APPROXIMATELY <u>330,000</u> GALLONS | \$ <u>1,151,403.00</u> |
| | FOR YEAR ONE | |

.....
Clerk to the Board

YEAR TWO: OPIS POSTED RACK PRICES, BASED ON THE DAILY AVERAGE OF HIGH AND LOW PHILADELPHIA PRICING ON AUGUST 2, 2022 FOR 87 OCTANE UNLEADED UNBRANDED ETHANOL GASOLINE.

| | | |
|----|---|------------------|
| A. | POSTED PRICE PER GALLON | \$ <u>3.4311</u> |
| B. | DELIVERY CHARGE OR DISCOUNT PER GALLON AS INDICATED BY EITHER A PLUS (+) OR MINUS (-) | \$ <u>0.058</u> |
| | TOTAL PER GALLON | \$ <u>3.4891</u> |

TOTAL FOR APPROXIMATELY 330,000 GALLONS \$ 1,151,403.00
FOR YEAR ONE

GRAND TOTAL FOR YEAR ONE AND YEAR TWO \$ 2,302,806.00

VENDOR WILL NOT EXTEND TO THE COUNTY COOP

WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution, such attached certification on file with the Clerk to the Board and made a part hereof, and such funds are provided for in 2022 Mercer County Budget and are contingent upon inclusion in and adoption of the 2023 and 2024 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board 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 Superintendent of the Division of Highways and the Mercer County Purchasing Department for further distribution.


.....
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 2022. Please send all questions to ohibbert@mercercounty.org or via the BidNet portal by August 12,2022.

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 2, 2022** 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 2, 2022**, 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.

ESTIMATED ANNUAL USAGE

| GASOLINE DELIVERY SHALL BE MADE TO THE FOLLOWING LOCATIONS | TANK SIZE | LOCATION | # OF TANKS | ESTIMATED GALLONS PER YEAR |
|---|------------------|-----------------|-------------------|-----------------------------------|
| Mercer County Motor Pool | 12,000 | ABOVE GROUND | 1 | 256,000 |
| 300 Scotch Road | | DOUBLED WALL | | |
| West Trenton, NJ 08628 | | | | |
| Mercer County Park | 3,000 | ABOVE GROUND | 1 | 45,000 |
| South Post Road | | | | |
| West Windsor, NJ | | | | |
| Hopewell Valley Golf Course | 500 | ABOVE GROUND | 1 | 4,000 |
| 114 Pennington- Hopewell Road | | DOUBLE WALL | | |
| Hopewell, NJ 08525 | | | | |
| Mercer Oaks Garage | 500 | ABOVE GROUND, | 1 | 7,500 |
| 4 S. Post Rd. | | DOUBLE WALL | | |
| West Windsor, NJ | | | | |
| Mercer Oaks Clubhouse | 500 | ABOVE GROUND | 1 | 5,000 |
| Village Road | | | | |
| West Windsor, NJ | | | | |
| Mt. View G.C. Clubhouse | 500 | ABOVE GROUND, | 1 | 2,500 |
| Bear Tavern Road | | DOUBLE WALL | | |
| West Trenton, NJ | | | | |

| GASOLINE DELIVERY SHALL BE MADE TO THE FOLLOWING LOCATIONS | TANK SIZE | LOCATION | # OF TANKS | ESTIMATED GALLONS PER YEAR |
|---|------------------|-----------------|-------------------|-----------------------------------|
| Mt. View G.C. Garage | 500 | ABOVE GROUND, | 1 | 4,000 |
| Nursery Road | | DOUBLE WALL | | |
| West Trenton, NJ | | | | |
| | | | | |
| Princeton C.C. Clubhouse | 500 | ABOVE GROUND, | 1 | 3,000 |
| Wheeler Way | | DOUBLE WALL | | |
| Princeton, NJ | | | | |
| | | | | |
| Princeton C.C. Garage | 500 | ABOVE GROUND, | 1 | 3,000 |
| Wheeler Way | | DOUBLE WALL | | |
| Princeton, NJ | | | | |
| | | | | |
| Howell Farm Workshop | 1,000 | ABOVE GROUND, | 1 | 2,000 |
| 17 Valley Road | | DOUBLE WALL | | |
| Lambertville, NJ 08530 | | | | |
| | | | | |
| Howell Farm | | | | |
| 70 Woodens Lane | 500 | ABOVE GROUND, | 1 | 1,000 |
| Lambertville, NJ 08530 | | DOUBLE WALL | | |
| | | | | |
| APPROXIMATE TOTAL FOR ONE YEAR | | | | 330,000 APPROX. |

BID PROPOSAL SHEET

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 2, 2022**, 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 _____