


CONTRACT AWARD	
CK09MERCER2024-08 FUEL OIL NO. 2 FOR THE MERCER COUNTY AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM	
CONTRACT TERM: SEPTEMBER 23,2024- SEPTEMBER 22,2025	
RESOLUTION	2024-631
NAME OF BIDDER	MAZZARA COMPANIES, INC
ADDRESS	417 JACOBSTOWN COOKSTOWN RD
CITY, STATE, ZIP	WRIGHTSTOWN, NJ 08562
CONTACT	ISIDORO MAZZARA
TELEPHONE	609-286-2042
FAX	N/A
E-MAIL	SIRO@MCINC.US
VENDOR WILL EXTEND CONTRACT PRICES	YES

PROPOSAL FORM	
YEAR ONE	
	MAZZARA COMPANIES
GALLONS	257,891
OPIS AVERAGE 05.20.2024	
BID PRICE PER GALLON	2.4813
FIX DELIVERY AND OTHER CHARGES PER GALLON	0.08
TOTAL PRICE DEL. PER GALLON	2.5613
YEAR ONE: TOTAL COST FOR 257,891	\$ 660,536.22
YEAR TWO	
GALLONS	257,891
OPIS AVERAGE 05.20.2024	
BID PRICE PER GALLON	2.4813
FIX DELIVERY AND OTHER CHARGES PER GALLON	0.08
TOTAL PRICE DEL. PER GALLON	2.5613
YEAR TWO: TOTAL COST FOR 257,891 GALLONS	\$ 660,536.22
GRAND TOTAL TWO YEARS	\$ 1,321,072.44

Approved as to Form and Legality

Date



 County Counsel

September 23, 2024

AWARD OF BID RECEIVED JUNE 25, 2024 TO MAZZARA COMPANIES, INC., TO FURNISH AND DELIVER FUEL OIL NO. 2 FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM. PERIOD: SEPTEMBER 23, 2024 TO SEPTEMBER 22, 2025 WITH AN OPTION TO EXTEND ONE (1) YEAR. TOTAL AMOUNT NOT TO EXCEED: \$632,000.00 (CK09MERCER2024-08)

WHEREAS, the Mercer County Purchasing Agent has advertised for bids to furnish and deliver Fuel Oil No. 2 for use by the County of Mercer and the Mercer County Cooperative Contract Purchasing System for a period of one (1) year with an option to extend one (1) year as authorized through Resolution No. 2023-335; adopted April 27, 2023; and,

WHEREAS, two (2) sealed bids were received on June 25, 2024, in connection with the aforementioned services; and,

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

.....
 Clerk to the Board

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

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

WHEREAS, the bid received from Mazzara Companies, Inc., 417 Jacobstown Cookstown Rd, Wrightstown, NJ 08562 shall be awarded for a period of one (1) year with an option to extend one (1) year in the total amount not to exceed \$632,000.00 and as follows:

<u>YEAR ONE AND TWO</u>	
FIXED DELIVERY CHARGE PER GALLON	\$0.08

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 such funds are available in the 2024 Mercer County Budget and are contingent upon the inclusion in and adoption of the 2025 Mercer County Budget; 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 Mercer County Purchasing Agent for further distribution.

.....*J. Jerome N. Wertz*.....
Clerk to the Board

**SPECIFICATIONS FOR FUEL OIL NO. 2 FOR THE COUNTY OF MERCER
AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM
FOR PERIOD OF TWO (2) YEARS
CONTACT PERSON FOR BUILDINGS AND GROUNDS: KARL THOMAS 609 989 6181
CONTACT PERSON FOR PARK COMMISSION: ROBERT DOHERTY, SUPERINTENDENT OF
OPERATIONS: 609-947-2166; RDOHERTY@MERCERCOUNTY.ORG**

INTENT

The County of Mercer requests bids for on behalf of the County and The Mercer County Cooperative Contract Purchasing System, with The County of Mercer acting as the Lead Agency to purchase Fuel Oil No. 2. The contract shall be awarded for a period of one (1) year with an option to extend one (1) year. The quantities referenced are estimated. All oil deliveries should be automatic unless specifically recommended. The awarded Contractor shall invoice the County based upon the OPIS Production, Oil Price Daily, adding the delivery charge. The County anticipates ordering approximately 257,891 gallons of Fuel Oil No. 2 annually; however, this is an estimate and quantities may increase or decrease. Please email all questions to imaldonado@mercercounty.org or via the BidNet portal. Contract shall commence July 2024.

GENERAL

Fuel supplied under this contract shall comply with the requirements of ASTM D396-10, "Standard Specification for Fuel Oils," and any amendments thereto, New Jersey Department of Environmental Protection "Air Pollution Control (Sulfur in Fuel), NJAC Title 7, Chapter 27. All fuel supplied must conform in every respect to all standards and regulations established by Federal and New Jersey State laws. If any of the applicable standards and regulations are updated/revised during the term of the contract; the contractor must conform to the latest version.

SULFUR CONTENT OF HEATING OIL

Heating oil is a type of distillate fuel. Respondents shall comply with N.J.A.C. 7:27-9.2. With regard to No. 2, all fuel oil stored, offered for sale, sold, delivered, exchanged in trade for use, or used in New Jersey must contain no more than 500 parts per million (500 ppm). This was effective July 1, 2014. On or before July 1, 2016, all such No. 2 oil must contain no more than 15 ppm sulfur content.

OIL PRICE DAILY, AN OPIS PUBLICATION

Bidders shall utilize The Oil Price Daily, OPIS Publication, Newark pricing, Column entitled "No. 2 Oil"., the OPIS, Newark pricing will reflect product with 15 ppm.

GRADE 2 INTENDED USE AND FUNCTIONS

The fuel oil described in the specification is to be used in fuel oil burning equipment, which converts chemical energy to heat energy for the purpose of providing heat in Mercer County institutions and buildings.

DELIVERY INSTRUCTIONS

Delivery shall be F.O.B. destination to the County's storage tanks. Fuel Oil shall be delivered in metered trucks in accordance with New Jersey State Law, N.J.S.A. 519-5

covering liquid fuel with A.P.I. gravity greater than 22. This includes grades 2 and 4. These grades shall not be temperature compensated. 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.

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.

PERFORMANCE REQUIREMENTS

All grades of oil supplied to this specification are to be low sulfur oils (0.02%). Oils shall comply with the NJ Air Pollution Control Code Chapter X, "Sulfur in Fuels", and the NJ Administrative Code Title 7, Chapter 27, Subchapter 9.2 as amended (N.J.A.C. 7:27-9.2).

All grades of low sulfur fuel oil are to be homogeneous hydrocarbon oils free from organic acid.

All grades of low sulfur fuel oils are to be free of excessive amounts of solid or fibrous foreign matter likely to foul or damage filter screens. The grades of oil containing residual components are to remain uniform during normal storage and are not to separate by gravity into light and heavy oil components outside the viscosity limits for the grade. The grades of oil supplied to this specification are to meet the physical and chemical requirements.

TESTING

Fuel oils shall be sampled and tested against the requirements of Table 1. If independent testing is required, the vendor will bear the expense.

INFORMATION

Bidders are cautioned to fill in all information as requested on the proposal form to serve as a basis for making awards. All prices must be clearly stated on lines provided. If not quoting on all items listed, bidder shall indicate "No Bid" on appropriate lines. By submitting a proposal the prospective Vendor covenants and agrees that they fully understand their obligation and that they will not make claim for or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information.

PRICES

Prices shall be net unit price exclusive of all taxes and must include all transportation and delivery cost F.O.B. Destination. The inability of any vendor to bid on all items will not preclude consideration of his bid; however, it is understood that the County will consider the cost of handling as well as the service factor involved in splitting the contract. **Bidders shall bid based upon average of the high and low Newark, NJ pricing in the Production,**

Oil Price Daily, Formerly the Journal of Commerce on May 20,2024. Attach a copy of the May 20,2024 pricing Page to your bid response.

INVOICING

Bidder will provide invoicing breakdown of fluctuating and fixed cost. Bidders shall invoice based upon average of the high and low Newark, NJ pricing in the OPIS Production, Oil Price Daily, Formerly the Journal of Commerce.

INVOICE COST OF FUEL OIL NO. 2

The contractor shall charge the County for each delivery as follows:

1. An OPIS Production, Oil Price Daily, based on the daily average of the high and low Newark Prices. E.g., if the pricing fluctuates between \$1.4225 and \$1.5320 the County will pay \$1.4725 per gallon.
2. Add fixed delivery and other charges as entered on price page, in bid.
3. Enter net price per gallon.
4. Multiply by number of gallons for invoice total.

DEVIATIONS

All deviations from the specifications must be noted in detail by the Vendor in writing at the time of submittal of the formal bid. The absence of said deviations at the time of submittal of the bid will hold the Vendor strictly accountable to the County for furnishing the requirements in full accordance with the specifications.

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, Newark 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.

**MERCER COUNTY FUEL NO. 2
12 MONTH ESTIMATED USAGE AND DELIVERY LOCATIONS**

MERCER COUNTY PARK COMMISSION				
DELIVERY LOCATION	TANKS	SIZE	USAGE	REQUIREMENTS
Mt. View Golf Course	1	1,000 Gal	2,850 Gal	AUTOMATIC
Nursery Road				
West Trenton, NJ 08628				
Historic Hunt House	1	275 Gal	9,000 Gal	AUTOMATIC
197 Blackwell Rd				
Pennington, NJ 08534				
Mercer County Park Workshop	1	500 Gal	2,235 Gal	AUTOMATIC
1638 Old Trenton Road				
West Windsor, NJ 08550				
Mercer County Park Ice Skating Center	1	5,000 Gal	10,932 Gal	AUTOMATIC
334 South Post Road				
West Windsor, NJ 08550				
Mercer County Park Rec. & Events Center	1	275 Gal	9,309 Gal	AUTOMATIC
1638 Old Trenton Road				
West Windsor, NJ 08550				
Howell Farm Workshop	1	1,000 Gal	2,445 Gal	AUTOMATIC
17 Valley Road				
Lambertville, NJ 08530				
Howell Farm Farmhouse	2	275 Gal	1,335 Gal	AUTOMATIC
17 Valley Rd				
Lambertville, NJ 08530				
Hopewell Valley Golf Course (Main Clubhouse)	1	1000 Gal	3,000 Gal	AUTOMATIC
114 Pennington Hopewell Road				
Hopewell 08525				
Hopewell Valley Golf Course (Moore House)	1	500 Gal	1,500 Gal	AUTOMATIC
114 Pennington Hopewell Road				
Hopewell 08525				

**MERCER COUNTY FUEL NO. 2
12 MONTH ESTIMATED USAGE AND DELIVERY LOCATIONS**

MERCER COUNTY PARK COMMISSION				
DELIVERY LOCATION	TANKS	SIZE	USAGE	REQUIREMENTS
Howell Farm Farmhouse 70 Wooden's Lane Lambertville, NJ 08530	1	330 Gal	2,750 Gal	AUTOMATIC
Howell Farm Visitor Center 70 Wooden's Lane Lambertville, NJ 08530	1	330 Gal	1,461 Gal	AUTOMATIC
Howell Farm Schoolhouse 78 Pleasant Valley Rd. Titusville, NJ 08560	1	275 Gal	1,296 Gal	AUTOMATIC
Howell Farm John Phillips House 84 Pleasant Valley Rd. Titusville, NJ 08560	1	330 Gal	1,500 Gal	AUTOMATIC
Howell Farm Intern House 93 Valley Rd. Lambertville, NJ 08530	1	275 Gal	1,083 Gal	AUTOMATIC
Baldpate Mountain House 28 Fiddlers Creek Road Pennington, NJ 08560	1	275 Gal	4,695 Gal	AUTOMATIC
Equestrian Center 431-B Federal City Road Pennington, NJ 08534	1 2	500 Gal 275 Gal	5,000 Gal	AUTOMATIC
Viteritto Property 434 Hughes Drive Hamilton, NJ 08691	1	275 Gal	1,400Gal	AUTOMATIC
1250 Windsor Road West Windsor, NJ 08550	1	275 Gal	1,400Gal	AUTOMATIC

MERCER COUNTY BUILDINGS AND GROUNDS				
TRENTON-MERCER AIRPORT	TANKS	SIZE	USAGE	REQUIREMENTS
Airport Control Tower	1	275 Gal	8,000 Gal	Delivery every 2 weeks or as needed
Scotch Road				
West Trenton, NJ				
Airport Maintenance Bldg. #10A	1	220 Gal	1,000 Gal	Delivery every 2 weeks or as needed
Scotch Road				
West Trenton, NJ				
CORRECTION CENTER ABOVE TANKS ARE LOCATED	ABOVE GROUND TANKS	SIZE	USAGE	REQUIREMENTS
Corrections Center			Approx. 200,000 Gal (2) locations ↓	Facility will place the order
1750 River Road				
Hopewell Twp., NJ				
Correction Center	1	15,000 Gal	↓	Facility will place the order
Boiler Room				
Rear of Boiler Room				
Correction Center	1	10,000 Gal	↓	Facility will place the order
Annex Building				
Rear of Annex Building				

BID PROPOSAL SHEET FOR FUEL OIL NO. 2 FOR THE COUNTY OF MERCER
ESTIMATED QUANTITIES FOR A PERIOD OF TWO (2) YEARS

THE COUNTY OF MERCER SERVES AS LEAD AGENCY FOR THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM. CONTRACTOR (IF EXTENDING) TO COOP MEMBERS WILL PROVIDE BID PRICE TO ALL CONTRACTING UNITS LOCATED IN MERCER COUNTY.

BIDDER MUST COMPLETE THE FOLLOWING:

Pricing is based on effective listing for the established date of **May 20, 2024**, average of the high and low Newark, NJ pricing for the OPIS Production, Oil Price Daily.

Approx. Quantity	Bid Price Per Gallon	Fixed Delivery and Other Charges Per Gal.	Total Price Delivered Per Gal.
YEAR ONE:	\$ _____	\$ _____	\$ _____
257,891 GALLONS			
TOTAL AMOUNT YEAR ONE			\$ _____
	Bid Price Per Gallon	Fixed Delivery and Other Charges Per Gal.	Total Price Delivered Per Gal.
(OPTION YEAR) YEAR TWO:	\$ _____	\$ _____	\$ _____
257,891 GALLONS			
TOTAL AMOUNT YEAR TWO			\$ _____
GRAND TOTAL AMOUNT YEARS ONE AND TWO			\$ _____

