

Planholder list for
C.P. 19:11
Will be available for viewing at:

www.co.martin.mn.us/Highway/Highwaydepart

NOTICE:

If you downloaded this Proposal from our website, please email our office at jill.redenius@co.martin.mn.us to be added to the planholder list and to be included in any possible addendum mailings.

MARTIN COUNTY HIGHWAY DEPARTMENT
1200 MARCUS STREET
FAIRMONT, MN 56031-3746

PROPOSAL
FOR SUPPLYING GASOLINE AND DIESEL FUEL

SEALED BIDS SHALL BE CLEARLY MARKED:

"PROJECT NO. C.P. 19:11"

BIDS RECEIVED UNTIL 10: 00 A.M., May 3, 2019 AT THE
MARTIN COUNTY HIGHWAY DEPARTMENT
ENGINEER'S OFFICE
1200 MARCUS STREET
FAIRMONT, MN 56031-3746

PROPOSAL OF: _____
(Name of Firm)

(Address) (E-mail Address)

(City, State, Zip) (Tax ID)

(Area Code-Telephone No.) (Fax No.)

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", 2018 EDITION, ON FILE IN THE OFFICE OF THE COMMISSIONER OF TRANSPORTATION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR:

COUNTY PROJECT NO. C.P. 19:11
LOCATION: Martin County Highway Department shops
STARTING DATE: See Special Provisions
COMPLETION DATE: See Special Provisions
NOTICE TO BIDDERS: In submitting a bid, you must return this complete proposal. You must initial changes made in the Schedule of Prices in the Proposal and acknowledge addenda on the back cover sheet.

**PROPOSAL
FOR
GASOLINE AND DIESEL FUEL**

To the Board of County Commissioners of Martin County, Minnesota:

Sirs:

In accordance with the advertisement of the County Engineer, inviting proposals to furnish and deliver GASOLINE AND DIESEL and in conformity with the Contract, Specifications and Special Provisions pertaining thereto:

(I) (We) here by certify that (I) (We) (am) (are) the only person(s) interested in this proposal as principal; that this proposal is made and submitted without fraud or collusion with any person, firm or corporation whatsoever; that an examination has been made of the Contract Form, together with the Special Provisions pertaining thereto.

(I) (We) propose to furnish all material specified, in the manner and at the time prescribed, all in accordance with the terms of the Contract, Specifications, and Special Provisions forming a part thereto.

(I) (We) further propose to guarantee all the material provided under this Contract to be in accordance with the Specifications and Special Provisions; and to replace any material which may be rejected, due to defect or workmanship, prior to final acceptance by the County Engineer.

(I) (We) further propose to deliver the material specified herein (as needed) throughout the term of the contract.

SPECIAL PROVISIONS

1. Contract date effective from May 13, 2019 through December 31, 2019.
2. The contract is for the above described set period of time. There is no set quantity of fuel and the amounts listed in the bid sheet are estimates for bidding purposes only. Delivery will be made at the request of the County. A "keep full" option is also acceptable with prior approval from the county.
3. All deliveries to be made within **24 hours** of notice by the County.
4. The County reserves the right to reject any and all bids.
5. All prices as bid shall **include** any applicable Federal and State Taxes (See #6) plus any applicable fees such as the Petrofund "clean-up" fee. The bid amount should include an **itemized breakdown** to show applicable taxes are included.
6. The County is not subject to Federal Tax on Gas and Diesel Fuel and is not subject to State Tax on Diesel Fuel. The County pays the State of Minnesota directly for State Use Tax on Diesel Fuel used monthly.
7. All prices shall be F.O.B. point of delivery.
8. The Fairmont shop has 10,000 gallon gasoline and diesel tanks and an effort will be made by Martin County to take full transport loads when possible. There will be some occasions when this is not possible however and a smaller load will be needed.
9. Dunnell and Trimont have 1,000 gallon Diesel tanks so partial loads will always be needed.
10. All items shall meet the generally accepted standards of the industry and shall be approved by the County as well meet all requirements as included on the attached specification sheet.
11. All deliveries to be made between 7:00 a.m. and 3:00 p.m. Monday through Friday, unless other mutually acceptable arrangements have been made prior to delivery.
12. Receipt of the delivery of gas and diesel fuel will be given to an authorized County employee who shall sign all copies of the regular delivery ticket.
13. All items and locations are tied to each other and one contract will be awarded to supply all items.
14. The price for each date of delivery shall be verified by a copy of the manifest from the supplier to the contractor or other proof satisfactory to the County.
15. The quoted price shall be allowed to fluctuate based on the amount of wholesale price fluctuation to vendor as compared to the stated wholesale price at the time of bid.

SPECIAL PROVISIONS CONTINUED

16. The bidder shall furnish with their bid a copy of their actual cost from their supplier for the respective fuels from **10:00 a.m.** on Monday, April 29, 2019 (4 days prior to bid). The bid price shall be the bidder's supply cost on Monday, April 29, 2019 at 10:00 a.m. (4 days prior to bid) **including** any taxes and fees and **including** profit and overhead. The difference between the bidders supply cost and his bid price will be held constant through the contract period for each respective fuel type and delivery location and hereinafter shall be considered as the "Constant". **IF THE BIDDERS SUPPLY COST SHOULD INCREASE OR DECREASE DURING THE DELIVERY PERIOD, THE COST TO MARTIN COUNTY SHALL BE THE BIDDERS SUPPLY COST AT THAT TIME PLUS THE "CONSTANT".**

17. Certificate of Insurance must be provided (minimum limits are listed below).

Upon award of Contract, the Contractor shall furnish the County with a Certificate of Insurance with the following minimum limits:

General Liability

\$1,500,000	Each Occurrence
\$ 100,000	Damage to Rented Premises (each occurrence)
\$ 5,000	Medical Expense
\$1,500,000	Personal Injury and Advertising Injury
\$3,000,000	General Aggregate
\$3,000,000	Products and Completed Operations Aggregate

Automobile Liability

\$1,500,000	Combined Single Limit (each accident or occurrence)
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Excess / Umbrella Liability

Excess / Umbrella Liability coverage may be used to reach the total limits required above.

Workers' Compensation

Workers' Compensation coverage shall be in accordance with Minnesota statutes and in the following minimum amounts:

\$500,000	Employer's Liability - Each Accident
\$500,000	Employer's Liability by Disease - Each Employee
\$500,000	Employer's Liability - Policy Limit

18. All increase requests shall be supported by a justification of the increase along with **verification**. All price decreases received by the bidder shall be passed on to the County as promptly as received. The County Highway Engineer shall be notified in writing of such increases or decreases. An allowable example of an increase would be if the tax rate changed resulting in a need to adjust the "constant" above supply cost.

19. All gasoline and diesel fuel shall meet minimum Minnesota State Specifications as well as those on the attached specification sheet. The County reserves the right to request a current analysis sheet of the fuel being delivered, at any time during the delivery period.

PRODUCT SPECIFICATIONS

Premium Diesel Fuel Specifications ASTM D 975

1. Ultra low sulfur diesel fuel (5% soy).
2. With a minimum of 47 cetane rating (D grade) to satisfy start-up, warm-up requirements and reduce smoke.
3. Must have a lubricity additive to protect the injection pump and injector from wear and early failure (D grade).
4. Must have detergent/dispersant to assure maximum power, economy component life, minimize smoke, filter plugging, and help prevent or reduce deposits in the fuel system.
5. Must have a stabilizer which maintains fuel quality, reduces degradation under high fuel temperatures and improves storage life.
6. Supply specifications of the product being supplied with the bid.
7. The above specifications are the minimum required.
8. Martin County Highway Department has the option of having (CFI) cold flow improver added in cold months at the added cost.

Standard Specifications for Automotive Gasoline

Per ASTM D 4814


SNL - 87 octane minimum

General

Special consideration will not be given for standards and specifications exceeding minimum requirements.

I hereby certify that these Special Provisions were prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Minnesota.

Dated 3-12-19



Kevin Peyman
Reg. No. 40,907

Supply of Gasoline and Diesel Fuel

C.P. 19:11

MARTIN COUNTY SCHEDULE OF BID PRICES

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE THE CORRECT EXTENSION FOR EACH ITEM AND GRAND TOTAL ALL ITEMS. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

ITEM DESCRIPTION	UNIT/ MEASURE	APPROX QTY	UNIT PRICE *	AMOUNT *
Diesel to Fairmont Shop	Gallons	50,000		
Diesel to Dunnell Shop	Gallons	7,500		
Diesel to Trimont Shop	Gallons	7,500		
Gasoline to Fairmont Shop	Gallons	45,000		
PROJECT ID: C.P. 19:11 GRAND TOTAL BID AMOUNT ----->				

* Bid Prices Shall Include Applicable Taxes (see Special Provisions #5 and #6)

BIDDER NAME _____

Project No. Martin County C.P. 19:11

GRAND TOTAL \$ _____

PROPOSAL GUARANTY required by 1208 of the Specifications: "A (certified check) (bond), prepared as required by 1208 of the Specifications and payable to the Martin County Treasurer, in an amount equal to at least 5% of the total amount of the bid is submitted herewith as a proposal guaranty.

It is agreed by the undersigned that this Proposal Guaranty will be forfeited as provided in 1307 of the Specifications in the event this proposal is accepted and the prescribed "non-collusion affidavit" (as described in 1302 of the Specifications), the Contract and the Contract Bond are not executed.

RECEIPT OF ADDENDA as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

Signed _____

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the ____ day of _____, 20__

Signed: _____, P.O. Address _____ as an individual.

Signed: _____, P.O. Address _____ as an individual.

doing business under the name and style of

Signed: _____, for _____ a partnership.

NAME

BUSINESS ADDRESS

Signed: _____, for _____ a corporation,

incorporated under the laws of the State of Minnesota

Name of President _____ Business Address _____

Name of Vice-President _____ Business Address _____

Name of Secretary _____ Business Address _____

Name of Treasurer _____ Business Address _____

(NOTE: Signatures shall comply with 1206 of the Specification