



Livingston
**EDUCATIONAL
SERVICE** Agency

Request for Proposal

“RTC Fuel Purchasing”

April 2024

**Livingston Educational Service Agency
Regional Transportation Collaborative
Fuel Purchasing Program
August 1, 2024 – July 31, 2025**

Introduction:

The Livingston Educational Service Agency ("Agency") is requesting Proposals for its Regional Transportation Collaborative (RTC) Fuel Consortium Aggregate Fuel Purchasing Program. The purpose is to allow the RTC to purchase quality fuel at a competitive price that is consistent across Livingston County. The "Sole Source Vendor" will establish one vendor that the entire RTC will utilize.

Contract Requirements:

The Agency considers this Request for Proposal ("RFP") legally binding and will require that this RFP and the resulting Vendor's Proposal shall be incorporated by reference into any subsequent contracts or Purchase Orders between the Vendor and the Agency. It should be clearly understood that this means the Agency expects the chosen Vendor to satisfy all of the requirements listed herein.

General Requirements:

- Vendors must meet all fuel specifications all of the time. Vendors may not delete, change, modify or substitute any specifications.
- All purchases made by the Agency are exempt from state and federal taxes. Exemption certificates will be provided upon request.
- All pricing will be valid for 90 days after the bid due date.
- The Agency reserves the right to reject any or all bids and waive any irregularities.

Timeline:

All bids are to be mailed or hand delivered to the Agency, located at 1425 W. Grand River, Howell, MI 48843, **by 1:00 pm, May 7, 2024**, at which time the bids will be publicly opened and read aloud.

Bids are to be sealed and marked "Sealed Bid: Fuel Purchasing". All bids must contain the following documents: Supplier Bid Sheet (signed), Affidavit of Bidder Familial Relationship Disclosure Statement (notarized), and Affidavit of Iran Economic Sanction Act Compliance (notarized).

Statement of Compliance with Federal Law

The Agency complies with all Federal laws and regulations of the U.S. Department of Education. It is the policy of the Agency that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, handicap, or limited English proficiency shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity to which it is responsible or for which it receives financial assistance from the U.S. Department of Education.

Communication:

Questions or concerns regarding this RFP should be directed to Brooke Mrocka, Administrative Services Specialist, brookemrocka@livingstonesa.org or by calling (517) 540-6811.

FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT

Important: This Disclosure statement must be included with you bid as required by state law (Public Act 232 of 2004).

As required by Public Act 232 of 2004, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Livingston ESA board, intermediate school board, or board of directors or the superintendent of the school Agency, intermediate superintendent of the intermediate school Agency, or chief executive officer of the public school academy. Livingston ESA – board, intermediate school board, or board of director shall not accept a bid that does not include this sworn and notarized disclosure statement.

+ + +

I state that no familial relationship exists between the owner or any employee of the company and any member of the Livingston ESA board, intermediate school board, or board of directors or the superintendent of the school Agency, intermediate superintendent of the intermediate school Agency, or chief executive officer of the public school academy. If such a relationship exists, please explain:

By: _____(signature)

Title: _____(type or print)

Date: _____

Subscribed and Sworn to Before Me:

This ____ day of _____, A.D., in and for the County of

Michigan. My commission expires _____.

Signature of Notary

AFFIDAVIT OF BIDDER
IRAN ECONOMIC SANCTIONS ACT COMPLIANCE STATEMENT

The undersigned, the owner or authorized officer of (the "Bidder"), Pursuant to the Iran Economic Sanctions Act (P.A. 517 of 2012) certifies it is not an Iran-linked business. The Iran Economic Sanctions Act makes an Iran-linked business ineligible to submit a bid with a public entity. An Iran-linked business is defined as either a person engaging in investment activities in the energy sector of Iran or a financial institution extending credit to a person to engage in investment activities in the energy sector of Iran.

The undersigned appeared before me this __ day of _____, 2024.

Legal signature of Owner or Officer

State of Michigan County of _____

Subscribed and sworn to before me this __ day of _____, 2024.

Notary Public

My Commission expires

CONTRACT REQUIREMENTS

The Agency considers this Request for Proposal (“RFP”) legally binding and will require that this RFP and the resulting Vendor’s Proposal shall be incorporated by reference into any subsequent contracts or Purchase Orders between the Vendor and the Agency. It should be clearly understood that this means the Agency expects the chosen Vendor to satisfy all of the requirements listed herein.

Identification of Parties to the Agreement Clause:

Both the Vendor and the Agency shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other third party to the Agreement gives its prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

Entire Agreement Clause:

This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the Vendor and the Agency and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

Applicable and Governing Law Clause:

The Agreement shall be subject to all laws of the Federal Government of the United States and to the laws of the State of Michigan. All duties of either party shall be legally performable in Michigan. The applicable law for any legal disputes arising out of this Agreement shall be the law of (and all actions hereunder shall be brought in) the State of Michigan.

Notices Clause:

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- Actually received, or
- Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
- If not actually received, ten days after deposit with the US Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled “Identification of the Parties to the Agreement” or such other address as the party may have designated by notice or Agreement amendment to the other party.
- Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party.

General Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the Agency and the participating Collaborative Members, its successors, assigns, employees and agents from and against any and all claims, costs, expenses,

damages, and liabilities, including reasonable attorney's fees, arising out of:

- the negligent acts or willful misconduct of the Vendor, its officers, directors and employees, agents or subcontractors;
- any breach of the terms of this Agreement by the Vendor; or
- any breach of any representation or warranty by the Vendor under this Agreement.

Pricing:

Per gallon price will be based on the published terminal net rack price for delivered product plus freight/margin, plus MI tax for underground storage tank (M.U.S.T.) and leaking underground storage (L.U.S.T.), federal environmental fee (R.E.C.) on diesel fuel and federal environmental fee on gasoline.

Method of Award:

The rack price will be used from supplier as the method for price adjustments during the term of the agreement. Please submit your bid on the basis of a factor above the net rack price of the product(s) you are able to supply (freight/margin per gallon). Your freight/margin will remain constant during the term of the agreement and price adjustments will be on the basis of changes in the daily rack net prices of delivered products only.

All invoices submitted shall state the delivery location, delivery date, product(s), quantity delivered and extended price and shall be based on GROSS GALLONS DELIVERED as reflected on the Bill of Lading for each shipment. Vendor must submit rack price verification from the supplier for date of delivery and a breakdown of all applicable charges.

Term of Agreement:

August 1, 2024 through July 31, 2025, with the option to extend the contract for an additional year, for no more than a total of 3-year consecutive years (including the initial year of contract) upon agreement of both parties.

Licensure:

Bids will be accepted only from vendors who are licensed by the State of Michigan as a wholesale distributor. All vendors must have a fuel facility within the boundaries of the State of Michigan and must be licensed to do business in the State of Michigan.

Spillage:

The vendor will be responsible for any spillage. If the Agency or any participating Collaborative Member needs to clean or otherwise remedy the results of a spill, the vendor will be responsible for all costs incurred, for notifying the Department of Natural Resources and completing and filing all required forms. Proofs of all such actions are to be provided to the Agency.

Fuel Requirements:

For locations, quantities and purchasing frequency, See Attachment A.

Fuel Quality:

In any case where vehicle performance is poor and fuel quality is suspect, the vendor shall provide the necessary technical assistance and independent testing to determine the cause and/or solution to the problem. Random samples for quality analysis to ensure fuel integrity will periodically be taken. The supplier will reimburse the Agency for the cost of any and all tests which indicate that the fuel does not meet minimum specifications.

Unleaded Gasoline:

Octane rating of 87 to 93(R+M)/2 as called for. All gasoline shall be unbranded, free of water, suspended matter and strong obnoxious odors and shall meet all recognized minimum standards.

#2 Ultra Low Sulfur / #2 Diesel Fuel:

The following specifications should be considered the minimum acceptable and in addition, all #2 diesel fuel must meet or exceed the ASTM D975 Specifications, be free of water, suspended matter and strong obnoxious odors. Marathon #2 unbranded (Detroit Terminal) is expected. Alternatives are only accepted if Marathon #2 unbranded (Detroit Terminal) is not available.

Alternative:

#2 Ultra Low Sulfur Diesel Huskey, Sunoco, Amoco. Must meet Cummings L10 Superior Specifications and exceed OEM requirement for HFRR and ASTM.

Seasonal Specifications:

| | Summer (Mar - Sept) | Winter (Oct – Feb) |
|------------------------|----------------------------|---------------------------|
| Cloud | D-2500 NMT + 15•F | NMT + 5•F |
| Cold Filter Plug Point | | NLT -30•F |

*Winter additives must automatically be added for all Diesel fills between October and March.

Note: Vendor to guarantee cold weather operation and will be responsible for all costs incurred which are caused by fuel failure.

BID SHEET

1. Identify all brands you are able to supply:

- You must be an authorized dealer for all brands you have listed below
- Bids submitted without the required fuel specification will be rejected
- Branded may be substituted if unbranded becomes short in supply or unavailable, causing sharp increases in prices of unbranded products

2. List Discount for Net 15 (if available)

3. List freight/margin below:

| DELIVERED GALLONS | FREIGHT/MARGIN |
|-------------------|----------------|
| < 6,000 | |
| 6,000 | |
| 7,000 | |
| 10,000 | |
| 12,500 | |

Please note that the freight/margin for both diesel and gasoline are the same. The combined gallons of delivered diesel and gasoline constitute the delivered gallons.

4. List cost of additive to treat one gallon of fuel:

| Additive | Brand | Mix Ratio | Cost |
|------------------------------------|-------|-----------|------|
| Premium Additive for #2 ULS Diesel | | | |
| Winter Additive | | | |

(Continued)

5. List diesel specifications below:

| BRAND | Marathon | Huskey | Sunoco | Amoco | Other |
|-----------------------|-----------------|---------------|---------------|--------------|--------------|
| Cetane Index | | | | | |
| Cetane Number | | | | | |
| Sulfur Total | | | | | |
| Gravity API | | | | | |
| Cloud (March – Sept.) | | | | | |
| Cloud (Oct. – Feb.) | | | | | |
| CFPP – (Oct. – Feb.) | | | | | |
| Flash | | | | | |
| Ash | | | | | |
| Viscosity | | | | | |

6. List gasoline specifications below:

AUTHORITY TO SIGN

The individual signing this proposal warrants they have the authority to obligate the company to the provisions and requirements of the project documents.

Company Name: _____

Company Address: _____

Company Phone #: _____

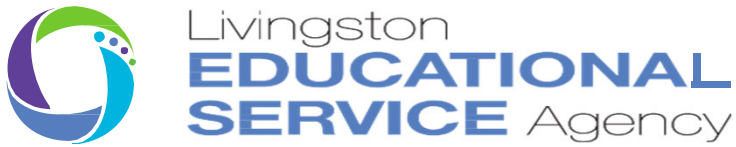
Company Fax #: _____

Authorized signature: _____

Typed Name of Bidder: _____

Title: _____

Date: _____



DELIVERY LOCATIONS AND ANNUAL PROJECTED FUEL USAGE

| Delivery Location | Annual Projected Usage (1) | Tank Capacity (1) | Purchase Frequency |
|--|----------------------------|--------------------|-----------------------------|
| Brighton Area Schools 5800 Borderline Dr., Brighton, MI 48116 | 80,500 gallons (D) | 20,000 gallons (D) | 12,500 gallons (D) |
| | 14,000 gallons (G) | 8,000 gallons (G) | 1,000 gallons (G) |
| Purchase Frequency: | | | Every 6 Weeks |
| Preferred Delivery Time: | | | M-F 9am - 3pm |
| Hartland Consolidated Schools 9525 E. Highland Rd., Howell, MI 48843 | 100,000 gallons (D) | 15,000 gallons (D) | 10,000 gallons (D) |
| | 16,000 gallons (G) | 6,000 gallons (G) | 1,000 gallons (G) |
| Purchase Frequency: | | | Every 3 weeks |
| Preferred Delivery Time: | | | M-F 6am - 3pm |
| Howell Public Schools 1313 W. Highland Rd., Howell, MI 48843 | 168,000 gallons (D) | 15,000 gallon (D) | 10,000 gallons (D) |
| | 35,000 gallons (G) | 5,000 gallon (G) | 2,000 gallons (G) |
| Purchase Frequency: | | | Every 2.5 Weeks |
| Preferred Delivery Time: | | | M-F 6am -5pm |
| Pinckney Community Schools (2) 2020 E. M-36, Pinckney, MI 48169 | 35,000 gallons (D) | 10,000 gallons (D) | 7,000 gallons (D) |
| | N/A (G) | N/A (G) | N/A (G) |
| Purchase Frequency: | | | Every 8 weeks |
| Preferred Delivery Time: | | | M-F 7am - 4pm, 7am - 2pm |
| Fowlerville Community Schools 7677 W Sharpe Road, Fowlerville, MI 48836 | 26,000 | 15,000 gallons (D) | 8000 gallons (D) |
| | 16,000 | 1,000 gallons (G) | 400 gallons (G) |
| Purchase Frequency: | | | Every 4-6 months (D) |
| Purchase Frequency: | | | Every week |
| Preferred Delivery Time: | | | M-F 7am-2pm |

(1): Note: "D" = Diesel; "G" = Gasoline

(2): Pinckney Community Schools only uses Diesel Fuel.