

CALHOUN COUNTY SUBMITTING BIDS/PROPOSALS INSTRUCTIONS

Vendors who will be submitting a bid/proposal to Calhoun County must follow these 2 steps:

1. Register as a **vendor with the County** by means of this link:

<http://www.calhouncountymi.gov>

This will add you to the County's vendor database. If you are already registered, take a moment to review your information and update as needed.

2. Register your **intent to bid** with the Purchasing Office by means of this link:

lobrig@calhouncountymi.gov

Include the RFP/RFB # of the project to which you will be responding, along with the name of your company and email address. This will notify the Purchasing Office that you are to be considered a "Vendor of Record" and in turn, Purchasing will inform you of any addenda or revisions to the original solicitation. Should you elect not to submit a bid after registering a positive intent, notify the Purchasing Office via the above link that you will not be bidding.

By not registering your intent to bid, you will not be notified of addenda or revisions to the bid document.

**CALHOUN COUNTY
REQUEST FOR PROPOSAL
CALHOUN COUNTY ADMINISTRATOR'S OFFICE
PURCHASING DIVISION
(269) 781-0981**

ISSUE DATE: *WEDNESDAY, MAY 25, 2011*

DUE DATE: *WEDNESDAY, JUNE 15, 2011*

PROJECT: *FLEET FUELING SERVICES; RFP#107-11*

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 PROPOSAL SUBMISSION:

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope to the following address:

CALHOUN COUNTY BUILDING
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION
315 WEST GREEN STREET
MARSHALL, MI 49068

All proposals received shall be notated as such on the outside of the envelope:

PROPOSAL: *FLEET FUELING SERVICES; RFP#107-11*

DUE DATE: *WEDNESDAY JUNE 15, 2011 @ 3:00 pm (local time)*

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two nonapplicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

_____ REGISTRATION NUMBER: _____

1.3.2 A PARTNERSHIP doing business under the firm name of:

All of the members of which are as follows:

NAME _____ ADDRESS _____

REGISTRATION NUMBER: _____

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of _____

REGISTRATION NUMBER: _____

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$ 500,000** per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than **\$ 500,000** per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be ***Additional Insureds:*** The Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

- 1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068).
- 1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

- 1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.11.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
- 1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.
- 1.11.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

1.12 DISCLOSURE

1.12.1 All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.12.2 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

1.15 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP), all documents necessary to the successful execution of the contract.

- 1.15.1 The contract will be awarded to the most responsible bidder whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.
- 1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.
- 1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.
- 1.15.4 The County reserves the right to reissue the request for proposal.
- 1.15.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.17 INDEPENDENT CONTRACTOR

- 1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.
- 1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.19 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.20 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.22 LENGTH OF CONTRACT

The term of the contract shall be for a five(5) year period, commencing **August 1, 2011** and terminating on **July 31, 2016**. The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

1.23 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.24 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF PROPOSALS

2.1.1 **One original and three (3) copies** of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled “Original” and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

2.1.2 To be considered, bidders must submit a complete response to this RFP. No other distribution of RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF PROPOSALS

2.2.1 The proposal shall be legibly prepared in either ink or typed.

2.2.2 Should the bidder find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.

2.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the bidder's proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.4 INQUIRIES

- 2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or an addendum to the RFP if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.
- 2.4.2 Questions that arise as a result of this RFP must be submitted in writing to the issuing office via E-MAIL/FAX by **Wednesday, June 1, 2011**. All questions and answers will be transmitted via E-MAIL/FAX to all potential bidders by **Friday, June 3, 2011**. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Calhoun County Administration Office
Purchasing Division
315 West Green Street
Marshall, Michigan 49068
CONTACT: Leslie R. Obrig
FAX: (269) 781-0140
E-MAIL: lobrig@calhouncountymi.gov

2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

2.6 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered.

2.7 ALTERNATE PROPOSALS

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

2.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SCOPE OF WORK

Calhoun County is seeking proposals to provide fleet fueling services to the County's fleet of approximately sixty (60) passenger vehicles. Vehicles may be added or dropped during the term of this contract.

3.2 SCOPE OF WORK REQUIREMENTS

_____ The most responsive proposal shall include the following requirements. _____

_____ 3.2.1 Competitive Pricing for the types of fuel(s) requested by the County.

3.2.2 Access to Fueling Services

3.2.2.1 Fueling service locations are required throughout the County including; Battle Creek, Marshall and Albion areas.

3.2.2.2 Fueling service must be available to the County 24 hours per day, seven days a week. The fueling service should include alternate procedures or redundant power supplies in the event of power failure, malfunction of equipment or emergency situation.

3.2.2.3 The County requires regular (87 Octane) gasoline for use in the majority of the County fleet. The availability of mid-grade (89 Octane) and premium (92 Octane) would be acceptable but not required. The County would prefer a fueling procedure to lockout the use of any fuel above 87 Octane.

3.2.3 Fueling Procedures

3.2.3.1 The County requires an attended fueling service or a user friendly automated procedure. An attendant must be on duty at all times unless the vendor offers an automated fueling system.

3.2.3.2 The fueling procedure should include security measures which prohibit the misuse of fueling services.

3.2.4 Vendor Qualifications

3.2.4.1 Vendor organizational structure and size should be sufficient to provide the requirements as described in this RFP and to support its service facilities in providing fleet fueling services to the County.

3.2.4.2 The vendor should have experience with providing fleet fueling services similar to the requirements as described in this RFP.

3.2.5 Billing and Reporting Capabilities

3.2.5.1 The County requires detailed billing statements and reporting capabilities. Detailed billing information such as date and time of fueling, vehicle identification number, using department, odometer reading, volume of purchase, price per gallon, total cost of purchase, and year-to-date purchases would be information significant to the County.

3.2.5.2 The County shall receive one consolidated statement for each month which includes the itemized purchases by department and divisions within each department for that month. The provider and the County shall determine a mutually agreed upon schedule for receipt of vendor issued monthly statements and payment.

3.2.5.3 Standard payment terms, net 30 days unless mutually agreed upon payment terms are negotiated

3.2.5.4 The County is currently implementing a procurement card program, by which vendors will benefit from almost immediate payment upon the County's receipt of invoice. Please indicate in your proposal response your ability to participate in this payment process.

3.3 PROPOSAL EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this Request for Proposal. The proposal selected will be that response deemed most advantageous to Calhoun County, based on the following criteria presented in order of importance:

3.3.1 Price

3.3.2 Access to Fueling Services

3.3.3 Fuel Service Procedures

3.3.4 Vendor Qualifications

3.3.5 Billing & Reporting

3.4 CONTENTS OF PROPOSAL

Proposals shall have all request for information numbered and answered completely. The narrative portion and the materials presented in response to this request for information shall be submitted in the same order as presented in this Request for Proposal.

3.4.1 Price

3.4.1.1 Complete Bid Sheet (*Attachment D*) and submit with proposal.

3.4.1.2 Provide an explanation of any additional one-time or continuing costs associated with your fueling services (i.e. set-up fees, card fees, billing fees, other than late payment charges).

3.4.2 Access to Fuel Services

3.4.2.1 Provide a list of areas where your company operates fueling stations within Calhoun County and outside of the County.

3.4.2.2 List the days and times your fueling stations are open (example: Sunday thru Saturday 24 hour service) unless vendor offers a completely automated fueling system.

3.4.2.3 Provide a list of the types of fuel your company offers and the corresponding octane levels of these products.

3.4.3 Fueling Procedures

3.4.3.1 Provide an explanation of the procedure that would be used when County vehicles utilize your facility for fueling.

3.4.3.2 Include alternative procedures in the event of power loss, malfunction of equipment, or emergency situations.

3.4.3.3 Describe the security measures to prevent misuse of fueling services.

3.4.3.4 Vendors who provide automated systems should include with their bid, a brief narrative on the operations of those systems.

3.4.4 Vendor Qualifications

3.4.4.1 Provide a brief description of the proposing organization.

3.4.4.2 Provide three (3) references including contact names and phone numbers for companies or agencies who presently utilize your fueling facilities for fueling services similar to those required by the County.

3.4.5 Billing & Reporting

3.4.5.1 Provide a description of your billing/statement and reporting capabilities including an example.

3.4.5.2 Description of payment terms.

3.5 ATTACHMENTS

The following attachments shall be completed and submitted with response.

3.5.1 Non-Collusion (*Attachment A*)

3.5.2 Certificate of Authorization (*Attachment B*)

3.5.3 Contract (*Attachment C*)

3.5.4 Bid Sheet (*Attachment D*)

3.6 RESPONSE TO RFP

Bidder's proposal packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP. Bidders are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: _____

BY: _____
(signature)

NAME: _____
(type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

I, _____, certify that I am the _____ of
(Official Corporate Title)

the corporation named contractor herein: that _____ who signed the
foregoing proposal on behalf of said corporation was then _____ of said
corporation; that said proposal was duly signed for on behalf of said corporation by authority of
its governing body and is within the scope of its corporate powers.

SIGNED: _____

TITLE: _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

ATTACHMENT C

CONTRACT

THIS AGREEMENT, made and entered into this _____ Day of _____, 2011,
by and between the County of Calhoun, Michigan, (hereinafter called the “County”) and
_____, (hereinafter called the “Contractor”).

WITNESSETH

WHEREAS, the Contractor did on the 15th Day of June, 2011,
submit a proposal to provide Fleet Fueling Services as may be incidental thereto or as described in
RFP#107-11.

NOW, THEREFORE, in consideration of the following mutual agreements and
covenants, it is understood and agreed upon by and between the parties hereto as follows:

1. The Contractor shall furnish the following Contract Documents, all of which shall be incorporated as part of the agreement between the parties as fully as if set forth herein:
 - (a) The Request For Proposal RFP#107-11.
 - (b) The Contractor’s Bid Proposal
 - (c) This Instrument
 - (d) Any supplements or changes to the foregoing agreed to by the parties hereto including addendums
 - (e) Insurance Forms

2. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no substitutions or change in said specifications shall be made except upon written consent or written direction of the Purchasing Agent for the County. Any such substitution or change shall in no manner be construed to release either party from any specified or implied obligation of the aforesaid Contract Documents except as specifically provided for in such consent.

3. This Contract is entered into subject to the following conditions:
 - (a) The Contractor shall procure and keep in full force and effect throughout the terms of this contract all of the insurance policies specified in, and required by, the Contract Documents.
 - (b) The Contractor shall not be liable for the failure to wholly perform the stated duties if such failure is caused by a natural catastrophe, riot, war, government order or regulation, or Act of God.
 - (c) The contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status, or because of a handicap that is unrelated to the individuals ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.
 - (d) In the case of a conflict between the Contract, RFP, Addendum, and Bid; the RFP and Addendum shall be the prevailing documents.
 - (e) The terms and conditions contained within the Contract Documents are governed by the laws of Michigan. In the event of a dispute the laws of Michigan will be used to resolve the dispute.

IN WITNESS WHEREOF, we, the contracting parties by our representative duly authorized agents, hereto affix our signatures and seals this ____ day of _____, 2011.

COUNTY OF CALHOUN, MICHIGAN

ATTEST:

BY: _____

TITLE: _____

CONTRACTOR

BY: _____

ATTEST:

TITLE: _____

ATTACHMENT D

**BID SHEET
FLEET FUELING RFP#107-11**

Listed below are three suggested types of price proposals and one alternative for proposal pricing by bidders. Price shall be bid per gallon and is to include all expenses and vendor profit margin. Bidder must select one of the following:

- A) \$ _____ per gallon over delivered invoice * cost (See below)
- B) \$ _____ per gallon off-street price at service pump
- C) _____ Bid price reflects street prices as established at pump (no discounts),
- D) If alternate proposal, please explain: _____

(use additional sheet if necessary)

* "Cost" is defined as the cost of the fuel as shown on the invoice to the "Supplier". The invoice used to determine "Cost" will be the invoice issued to the "Supplier", by the fuel vendor, for the purposes of receiving payment. "Cost" is not reduced by cash discounts for prompt payment available to the "Supplier". "Cost" as defined in this section will be the basis for auditing this agreement unless expressly stated in the "Supplier's" proposal.

(Company Name)

(Authorized Signature)

(Date)

(Print Authorized Name)

(E-mail address)

(Phone #)