

NOTICE TO BIDDERS – COUNTY SUPPLIES

Notice is hereby given that the Board of Commissioners of the County of Perry, Indiana, will receive sealed bids in the Auditor's Office, Perry County Courthouse, 2219 Payne Street, Tell City, Indiana, up to the hour of 4:00 p.m. C.D.T. on Wednesday, November 27, 2024, for the following county supplies. Bids will be opened sometime after 9:00 a.m. at the Board of Commissioners meeting on Monday, December 2, 2024.

- ITEM #1 **PREMIUM DIESEL FUEL – ON ROAD** – 25,000 gallons more or less as needed
PREMIUM DIESEL FUEL – OFF ROAD – 15,000 gallons more or less as needed
- ITEM #2 **Crushed Stone #2, 5, 7, 9, 11, 12, 23, 53, 73, 92, Sand, and Rip Rap** – 18,000 tons more or less as needed
- ITEM #3 **Culvert Supplies** – as needed
- ITEM #4 **Bituminous** – 12,000 gallons more or less of heated AE90 seal coat to meet INDOT specifications
- ITEM #5 **Unleaded Gasoline** – 30,000 gallons more or less as needed - furnished daily at retail stations for use in **county police vehicles**
- ITEM #6 **Unleaded Gasoline** – 15,000 gallons more or less as needed – furnished daily at retail stations for use in **County owned vehicles**

Each bid must be accompanied with a \$1,000 Bid Bond to show proof of financial responsibility.

The materials and/or supplies shall be required to be delivered at various times throughout the 2025 calendar year. All bids must comply with the Specifications and Instructions in all respects. Specifications and Instructions as well as bid record sheets are available to all bidders in the office of the Perry County Auditor.

The Board of Commissioners reserves the right to accept the lowest or best bid for each line or class or materials required, or to reject any and all bids.

Each bid must be submitted on separate bid forms.

No bidder may withdraw the bid for a period of forty-five (45) days from the date set for opening bid proposals.

Dated this 4th of November

Kristinia L. Hammack
Perry County Auditor

Advertising Dates: November 11, 2024, and November 21, 2024

Item #1

INVITATION FOR BIDS

(Perry County's – 2024 Fuel Contract)

The Perry County Commissioners are inviting sealed bids for: On and Off road Diesel Fuel.

Bid Contents: Terms, Requirements and Specifications

- I. Contractual Terms
- II. Bid Evaluation Criteria
- III. Specifications
- IV. Discussion
- V. Changes to Bid Requirements
- VI. Conditions for Rejection
- VII. Award Considerations
- VIII. Additional Requirements

I. CONTRACTUAL TERMS

- A. Bidders agree to comply with Perry County's "Terms of Payment" or "Claims Payment Policy" which is State mandated.
- B. Perry County will not be held responsible for any late fees, interest, or penalties associated with this agreement.
- C. Please submit any pertinent information regarding: warranties, guarantees, discounts, credits, etc.
- D. The successful bidder is responsible for any damage to public or private property, whatsoever, and shall replace and/or repair all such damage to equal or original condition and to the acceptance and approval of the Perry County Commissioners. If whenever and wherever it would become necessary for the company awarded this contract to enter upon public or private thoroughfares or property for the transportation of equipment, manpower, products or materials, they shall be responsible for any damages resulting there from.
- E. Bidders are requested to bid a FIRM and/or a FLEX base price per gallon for each line, class or category. All prices bid, whether FIRM or FLEX, are for fuels delivered F.O.B. destination, freight prepaid to all Perry County storage facilities and any fuel pumped directly from dispensing facilities owned and operated by the successful bidder into County owned vehicles. In addition, bid prices should not include any federal, state or local taxes or fees (i.e., federal or state excise tax or inspection fees).

A FIRM base bid price is, hereby, defined as a constant, non-adjustable price per gallon that remains unchanged for the term of the contract.

A FLEX base bid price per gallon allows the successful bidder the opportunity for escalation and de-escalation of price [IC 5-22-17-10(c).] It provides them the right to increase and the responsibility to decrease the base bid FLEX price in an amount equal to any change in their cost of materials. It is important to note: the successful bidder must furnish to the Perry County Commissioners and the Perry County Highway Superintendent verification and proper documentation which substantiates, undeniably, the claim of any such change in the bidder's costs. Also, any such proof must be provided within five (5) working days of any alteration in the price charged the county.

- F. All bid prices, whether FIRM or FLEX, shall be quoted based on November 1, 2023 Terminal Rack Prices for the purpose of this bid and resulting contract, the date of November 1, 2024 will effectively become the "Base Date". The

Terminal Rack Sheet (from the terminal where the fuel was pulled and subsequently priced on the "Base Date") must be submitted with bids.

- G. Diesel Fuels to be delivered to the Perry County Multi-Service Building or, in case of an emergency, pick up at supplier's nearest location.
- H. The successful bidder must provide the County with a "Certificate of Liability Insurance." This certificate must contain these elements:
 - 1. General Liability with Perry County as "Additional Insured"
 - 2. Automotive and/or Vehicle Liability
 - 3. Worker's Compensation and Employer Liability
- I. Pursuant to {IC 5-22-17-3(d)}, the contract payment and performance Obligations are subject to the appropriation and availability of funds. Also, the County must have available a sufficient appropriation balance or and approved additional appropriation before awarding a contract {IC 5-22-17-3(e)}.
- J. The term of this contract is for one year, commencing on January 1, 2025; ending on December 31, 2025.
- K. The County reserves the right to purchase fuel from a non-contracted supplier during emergencies or when traveling outside the area.

II. **BID EVALUATION CRITERIA**

The following criteria will be used in the evaluation of the bids:

- Inspection
- Testing
- Quality
- Workmanship
- Delivery
- Suitability for a particular purpose
- U.S. Manufactured (Refined) {IC5-22-15-21}

III. **SPECIFICATIONS**

In general, the two (2) categories or classes of fuel to be bid are:

- A. 25,000 gallons, more or less, of Premium Diesel – "On Road"
- B. 15,000 gallons, more or less, of Premium Diesel – "Off Road"

The successful bidder will be responsible for providing Material Safety Data Sheets (MSDS) to all County fuel delivery locations. MSDS sheets should be updated, as necessary, by the seller.

Fuel Specification Sheets **must be submitted** for all classes of fuel bid. During winter months the County may request additional verification and/or certification regarding purchase of “winter blended” fuels. Upon request from the Perry County Commissioners or Purchasing Manager, the successful bidder will be responsible for pulling a fuel sample and providing lab test results for CFPP Target (Dec-Feb) for a -20°F CFPP minimum protection.

The successful bidder/seller agrees to be liable and make restitution for any losses, expenses or damages incurred due to fuel quality issues. Upon fuel quality concerns, the bidder/seller will be notified and required, at their expense, to provide fuel samples for analysis. Perry County may also request, at the bidder/seller’s expense, fuel samples to be tested by multiple laboratories to confirm results of analysis.

A. **Premium Diesel – On and Off Road**

[Note: All diesel fuels bid should be recognized as “Premium Diesel Fuel” by the Engine Manufacturers Association (EMA) and the National Council of Weights and Measures (NCWM)]

1. **Diesel Blend:** must meet or exceed ASTM D 6751
2. **Sulfur Content, Weight %:** 0.05 maximum
3. **BTU Content:** minimum 136,000 or API Gravity – 39 maximum
4. **Cetane Rating:** minimum of 50. Bidder **must submit** actual cetane engine lab test results conducted within one year prior to this date: January 1, 2025
5. **Detergency:** must meet a Cummins L 10 Injector Deposit Test.
6. **Stability:** 82% reflectance minimum (Octel, F21 Method).
7. **Lubricity:** minimum of 3100 grams
8. **Winter Operability:** -20°F Cold Filter Plug Point Target
9. **Cloud Point:** 10°F
10. **Pour Point:** 50°F
11. **Bacteria and Fungus:** 0 cfu/ml

IV **DISCUSSION**

Pursuant to [IC 5-22-5-5], the Perry County Commissioners and County Highway Superintendent reserve the right to discuss proposed specifications with prospective bidders in order to clarify these specifications. All bidders will be accorded fair and equal treatment with respect to the opportunity for discussion and revision of any proposed specification.

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FUEL BID PRICES – WORKSHEET
(FBPW/2025)

	FIRM	FLEX
Premium Diesel "On Road"		
Premium Diesel "Off Road"		

Bidders, to reiterate:

- 1). Bid either a FIRM or a FLEX price. Or, bid both a FIRM and a FLEX price.
- 2). Do not include any Federal, State or Local taxes or fees in the bid price.
- 3). All fuels are: Delivered to the Perry County Multi-Service Building or, in case of an emergency pick up at supplier's nearest location.

Item #2

SPECIFICATIONS FOR STONE AND GRAVEL

18,000 Tons or less of Crushed Stone of quantity to meet IDOH specifications in the following sizes as needed:

2, 5, 7, 9, 11, 12, 23, 53, 73, 92, sand and rip rap

Prices to be on 18,000 tons fob Bidders Plant or Quarry, also price delivered to motor paver, spread or stockpiled at any location in Perry County. Stone delivered to motor paver must be sufficient quantity to maintain operation of spreader.

State price per unit

Item #3

CORRUGATED METAL PIPE/PRE-ENGINEERED BRIDGE PACKAGES AND REHABILITATION PRODUCTS

- A. 10,000 ft. or less of Corrugated Metal Pipe, 2 2/3" X 1/2" corrugations. Spiral Galv., Aluminized Type II, or Aluminum Pipe, Steel Reinforced HDPE pipe and Polymer Coated Pipe. Quote unit prices per lineal foot on sizes to include 6" to 96" and arch sizes 17" X 13" thru 83" X 57". Also, Structural Plate Pipe, Pipe Arches both steel and aluminum. Quote unit prices per lineal foot assembled and delivered as designated by County.
- B. Aluminum Box Culvert, Assembled and Unassembled
- C. Precast Concrete Arch Structures and Four Sided Structures, Precast Headwalls and Wing Walls
- D. All Steel Bridge Packages including Beam Span and Truss Structures
- E. Bridge Decking Products, Structural Plate Bridge Flooring, Corrugations 2" to 6" and 3" to 9" in gauges 12, 10 and 7
- F. Galv. Steel Guard Rail in 10 and 12 gauge
- G. High Density Polyethylene Culvert Pipe 6" thru 60". All polyethylene pipes must have a smooth interior.
- H. Slope Stabilization and Erosion Control Products (Geotextiles, Geogrids, Silt Fence, Gabions)
- I. HDPE Solid Wall X SDR 32.5 M/F Snap-Tight Liner Pipe in Round and Oval/Strutted Sizes 10" X 63". Also bid must include total installation with grouting annular space 100% as an option.

SUCCESSFUL BIDDER MUST HAVE A REPRESENTATIVE AVAILABLE TO ASSIST COUNTY IN SIZING, INSTALLATION OF STRUCTURES, AND REHAB MATERIALS.

Items, A, B, C, D, E, F, G, H, and I shall be considered as a unit, with bid to be complete for all items and materials to be delivered and unloaded as specified by county.

Quote Net Prices only – No Discounts

The delivery time and availability of material are to be listed and considered as a part of bid.

SPECIFICATIONS FOR BITUMINOUS MATERIAL

ITEM #4

12,000 GALLONS MORE OR LESS OF HEATED AE90 SEAL COAT TO MEET INDOT SPECIFICATIONS TO BE DELIVERED TO THE TANK AT THE PERRY COUNTY HIGHWAY DEPARTMENT GARAGE.

BIDDERS ARE REQUIRED TO PICK UP BID SPECIFICATIONS PRIOR TO BIDDING AT PERRY COUNTY AUDITOR'S OFFICE.

All materials must meet all federal and state highway specifications with a design load capacity to meet AASHTO guidelines.

Sheet manufacturer certifications must accompany bid.

Upon request by county, the bidder shall provide design drawings signed and sealed by a professional engineer registered in the State of Indiana.

An itemized "bill of materials" showing in detail all materials used for the complete package shall be submitted with each quotation. All materials must be manufactured and fabricated in the United States of America.

The Board of County Commissioners reserves the right to accept and or reject any and all bids.

Thank you.

X 

Randy Cole
Board President

X 

Randy Kleaving
Board Member

X 

Rebecca Thorn
Board Member

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief; age, or disability. Such action shall include but not be limited to the following: employment, upgrading; demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Vendor Representative (please print)

Signed

Vendor Name

Telephone

Vendor Address

Date

PERRY COUNTY COMMISSIONERS

2219 PAYNE ST.

TELL CITY, IN 47586

PHONE: (812) 547-2758 FAX: (812) 547-9786

NON-COLLUSION AFFIRMATION

STATE OF INDIANA)
)SS:
PERRY COUNTY)

The undersigned offeror or agent duly swears, under penalties of perjury, that he has not nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Offeror (Firm)

Signature of Offeror or Agent

Printed Name of Offeror or Agent

Date

PERRY COUNTY COMMISSIONERS

2219 PAYNE ST.
TELL CITY, IN 47586

PHONE: (812) 547-2758 FAX: (812) 547-9786

FORM OF PROPOSAL

1. Date: _____
2. Governmental Unit: _____
3. Items(s) or project being bid: _____
4. Offeror (Firm): _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Fax Number: _____
Agent or contract person: _____
5. Amount of Offer: _____

Pursuant to notices given, the undersigned offers to Perry County in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, price and total amount.

The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/proposal if required and liability for breach shall be enforceable upon evidence of financial responsibility.

Signature of Offeror or Agent