CALL FOR BIDS 2025-2027 MACHINERY & AUTOMOTIVE FUELS DELIVERY

Notice is hereby given that the Board of County Commissioners for Carbon County, Montana, will accept bids for "Machinery and Automotive fuels", until 9:00 a.m, Thursday, May 22, 2025. Bids will be opened at that time.

Fuel bids will be for the period of July 1, 2025 – June 30, 2027. Bids should be for the dealer's cost of handling and distribution, over and above the "rack price", without taxes added. The successful bidder will be required to provide documentation of the rack price the end of each month. Bids must include certificates of Liability and Workers' Compensation insurance (or waiver).

Fuel delivery will be to Road Shops located in Bridger 27 %, Joliet 38%, Red Lodge 31%, and Luther 4%. Fuel volumes for the contract, is estimated to be approximately 162,000 gallons: 13,500 Super Unleaded; 17,000 Gas with Ethanol; 1,600 Dyed #1; 94,500 Dyed #2; 48,500 Winter Master Dyed; 2,000 Winter Master Clear. Volumes are provided as an estimate and do not guarantee volumes for the term of the contract.

The Successful Vendor will be required to monitor fuel tanks at all four (4) locations to ensure volumes are adequate for county operations. Carbon County shall have the right to deduct as liquidated damages, from any money or monies due to or coming due to the Vendor/Contractor, an amount equal to \$200 per day for each and every calendar day should fuel not be available at the designated locations.

The Full Specification documents may be examined or obtained at the Carbon County Clerk and Recorder's Office at 17 West 11th Street, Red Lodge, Montana 59068 or online https://carbonmt.gov/rfps/.

Bids may be mailed, or delivered to the Carbon County Clerk and Recorder, P.O. Box 887, 17 West 11th St., Red Lodge, Montana, 59068. PLEASE MARK ON OUTSIDE OF ENVELOPE, "FUEL BID ENCLOSED".

The successful bidder will be required to enter into an agreement with Carbon County.

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

Dated this 21st day of April, 2025.

Scott Blain, Presiding Officer Board of Commissioners Carbon County, Montana ATTEST: Macou

Macque L. Bohleen Clerk and Recorder Carbon County, Montana

(Publish May 8 & May 15, 2025)

CARBON COUNTY ROAD & BRIDGE DEPARTMENT

PROPOSAL FOR

2025 MACHINERY AND AUTOMOTIVE FUELS DELIVERY

PROPOSAL OF

(NAME)

(ADDRESS)

to furnish and deliver all materials and equipment and to perform all necessary work in accordance with the Standard and Special Provisions contained herein, and as on file in the offices of the Carbon County Road & Bridge Department.

To the Board of County Commissioners for Carbon County, Montana -

Pursuant to the Request for Proposals of the Board of County Commissioners inviting competitive proposals for the delivery of the services herein specified and in conformity with the Standard and Special Provisions pertaining thereto, and as on file in the offices of the Carbon County Road & Bridge Department;

(I) (We) hereby certify that (I) (We) are the only person interested in this proposal as principle; that this proposal is made and submitted without fraud or collusion with any person, firm or corporation whatsoever; and that a thorough examination has been made of the contract form, together with the standard and special provisions pertaining to the materials referenced herein.

(I) (We) further propose to execute the form of contract within ten (10) days after receiving a written Notice of Award, should such notice be offered.

(I) (We) agree to adhere to Title 18 of the Montana Code Annotated.

SPECIAL PROVISIONS – MACHINERY AND AUTOMOTIVE FUELS DELIVERY

PROJECT DESCRIPTION

The Carbon County Road & Bridge Department (COUNTY) proposes to employ a private contractor (CONTRACTOR) to deliver machinery and automotive fuels at five (5) fuel locations within Carbon County.

PROJECT LOCATION

The FUEL locations are generally described as:

Bridger Road Shop, ____Cemetery Road, Bridger, MT 59041 Joliet Road Shop, 202 State Street, Joliet, MT 59014 Joliet Weed Shop, 30 Monahan Road, Joliet, MT 59014 Red Lodge Road Shop, 1225 South White Ave., Red Lodge, MT 59068 Luther Road Outpost, 1543 Hwy 78, Luther, MT 59068

QUANTITIES

Fuel delivery will be to Road Shops located in Bridger 30 %, Joliet 39%, Red Lodge 26%, and Luther 5%. Fuel volumes for the contract, July 1, 2025 – June 30, 2027, is estimated to be approximately 156,000 gallons: 3,460 Super Unleaded; 8,200 Gas with Ethanol; 3,700 Dyed #1; 84,500 Dyed #2; 44,060 Diesel; 11,944 Winter Master Dyed; 2,000 Winter Master Clear. Volumes are provided as an estimate, and volumes are not guaranteed for the contract term.

DELIVERY

The successful bidder will be required to provide documentation of rack price the end of each month.

UNIT PRICES

The CONTRACTOR shall include the dealer's cost of handling and distribution, over and above the "rack price", without taxes added. Any applicable dividends shall be incorporated into this figure.

PAYMENT

CONTRACTOR shall submit invoices for payment to the Carbon County Clerk and Recorder, PO Box 887, Red Lodge, MT 59068. Invoices received by the 25th of the month will be paid by the 10th of the following month.

TIME FOR COMPLETION

Carbon County shall have the right to deduct as liquidated damages from any money or moneys due or coming due to the Vendor/Contractor an amount equal to \$200 per day for each and every calendar day fuel is not be available at the designated locations.

ENVIRONMENTAL COMPLIANCE

The CONTRACTOR shall be alone responsible for ensuring that the site remains free of all introduced contaminants, and that all spills shall be reported to, and mitigated pursuant to, Montana Department of Environmental Quality standards.

REGULATORY COMPLIANCE AND INDEMNIFICATION

The CONTRACTOR agrees that CONTRACTOR is solely liable for any violations occurring during CONTRACTOR's operations. Should the Montana Department of Environmental Quality bring any action against Carbon County for violations relating to or pertaining to CONTRACTOR's operations, CONTRACTOR agrees to defend and indemnify Carbon County for any such action, including any appeals related thereto. This defense and indemnification obligation specifically includes payment of fines or judgments against Carbon County, as well as costs and attorneys' fees incurred by Carbon County, all at the CONTRACTORS sole expense.

STANDARD PROVISIONS

<u>CONTACT</u>

Questions relative to these specifications, the bidding, and/or award process may be directed to the Carbon County Commissioners at **(406) 446 - 1595**.

LICENSE AND INSURANCE

The VENDOR shall maintain and provide, upon request, to the COUNTY copy of

Public Liability Insurance in the amount of (not less than) \$1,000,000.00.

Workers Compensation Insurance.

The CONTRACTOR shall include any and all costs associated with maintaining such insurance in the unit price(s) offered under this proposal.

PERFORMANCE GUARANTEE – The VENDOR shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder in the amount of 100% of the contract sum. Bonds may be secured through the VENDOR's usual sources.

BIDDING INSTRUCTIONS

The BIDDER shall state their proposal clearly, in ink, on the attached form(s) including Unit Prices, Total Price and any other pertinent information. <u>Any exception to the</u> <u>Contract Specifications shall be noted in the proposal</u>. The proposal must be sealed and submitted in accordance with these instructions.

The PROPOSAL must be signed, in ink, in the space provided. If submitted by an individual owner it shall be signed by said individual. If submitted by a corporation it shall be signed by either the President of the Vice President and either the Secretary or Treasurer, and those signatures shall be those of two different individuals. If submitted by an association it shall be signed by all the owners of all the equipment or material for which proposals are submitted. If submitted by a partnership it shall be signed by all members of the venture.

CARBON COUNTY EXPRESSLY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR PARTS OF PROPOSALS AND TO WAIVE INFORMALITIES THEREIN, AND TO AWARD IN THE BEST INTERESTS OF CARBON COUNTY.

A proposal containing **any alteration or erasure will be rejected** unless the alteration of erasure is corrected as follows: the alteration or erasure shall be crossed out and the correction printed in in or typewritten adjacent to the original entry **and initialed by (all of) the persons signing the proposal**.

PROPOSALS MADE IN PENCIL WILL BE REJECTED.

The completed proposal <u>must be submitted in sealed envelope</u> and delivered to

CARBON COUNTY BOARD OF COUNTY COMMISSIONERS 17 WEST 11TH STREET POST OFFICE BOX 887 RED LODGE, MONTANA 59068

PROPOSALS MUST BE RECEIVED BEFORE

9:00 A.M. MST, THURSDAY, MAY 22, 2025

THE ENVELOPE MUST BE CLEARLY MARKED

PROPOSAL FOR 2025 MACHINERY AND AUTOMOTIVE FUELS DELIVERY

PROPOSALS WILL BE OPENED AND READ ALOUD AT

9:00 A.M. MST, THURSDAY, MAY 22, 2025

AT CARBON COUNTY BOARD OF COMMISSIONERS' OFFICE 17 WEST 11TH STREET RED LODGE, MONTANA 59068

MACHINERY AND AUTOMOTIVE FUELS DELIVERY PROPOSAL FORM

PROPOSAL OF ______(NAME)

(ADDRESS)

herein proposes to complete the performance of **2025 Machinery and Automotive Fuels Delivery**, in accordance with the attached specifications dated ______ 2025, as on file in the offices of the Carbon County Road & Bridge Department, as bid below -

LOCATION

UNIT PRICE

Bridger Road Shop Joliet Road Shop Red Lodge Road Shop Luther Tank

COMPLETED PROPOSAL SHALL BE SEALED IN AN ENVELOPE & CLEARLY MARKED PROPOSAL FOR 2025 MACHINERY AND AUTOMOTIVE FUELS DELIVERY

SUBMITTED PROPOSAL SHALL INCLUDE PAGES 1 - 8. IF ANY PAGES ARE MISSING, THE PROPOSAL WILL NOT BE READ AND CONSIDERED.

PROPOSAL FOR 2025 MACHINERY AND AUTOMOTIVE FUELS DELIVERY

| A. Receipt of Addenda | |
|---|--|
| The undersigned hereby acknowledge | es the receipt of: |
| Addendum # dated | |
| Addendum # dated | |
| Addendum # dated | |
| Signed | |
| B. Execution of Proposal | |
| This proposal dated the day of | , 2025. |
| Signed | , as an individual. |
| Postal Address | |
| Signed | _, as an individual doing business under the |
| name and style of | |
| Postal Address | |
| Signed | |
| For | , a partnership. |
| Name | , Business Address |
| | , Business Address |
| | , Business Address |
| Signed | , for |
| a corporation, incorporated under the law | ws of the State of |
| Name of President | |
| Name of Vice President | |
| Name of Secretary | |
| Name of Treasurer | |
| Business Address | |