



Southeast Area Transit District (SEAT)
ULTRA LOW SULFUR DIESEL FUEL PROCUREMENT

SEAT BID FY20 DIESEL
Invitation for Bid

Southeast Area Transit District (SEAT)
21 Route 12
Preston, Connecticut 06365
Tel: (203) 886-2631 Ext. 100
Email: afritzsche@seatransit.org

Solicitation Advertisement:
Due Date: 10:00 am Eastern Time

June 7, 2019
June 18, 2019

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SECTION I
BACKGROUND

Southeast Area Transit District (SEAT) is issuing this procurement for the purpose of purchasing fuel for our public transit bus fleet. Hereinafter, referred to as SEAT

Questions about this IFB can be directed to:

Stephen Abate, Maintenance Director
Tel: (860-886-2631x111)
Email: sabate@seatransit.org

This procurement will provide for #2 Diesel, Dyed for the time period of November 1st, 2019 and end July 31, 2020. Firm Fixed Markup is the method used for bidding purposes.

SEAT Delivery Address: 21 Route 12, Preston, CT 06365
Delivery Times: M-F 6:00 am to 4:00 pm
Tanks: SEAT has (1), 12,000-gallon tank
SEAT's Load Capacity is: 7,200 gallons
Total Gallons Requested: 172,800 (24 deliveries at load capacity)

This Bid is not to be construed as a commitment of any kind; nor does it commit participating agencies to pay for costs incurred in the submission of a Bid or for any costs incurred prior to the execution of a formal contract.

Estimate Usage (Beginning November 2019), with likely deliveries of (2 or 3) per month:

<u>Month</u>	<u>Deliveries</u>
November	2 or 3
December	2 or 3
January	3
February	2
March	3
April	3
May	2 or 3
June	2 or 3
July	3
Total	24

SECTION II
FUEL SPECIFICATIONS

SEAT specifically requests pricing for **Ultra Low Sulfur Diesel Grade No 2 –D S15 (with and without winter operability)**. All diesel fuel supplied must conform to ASTM Standard D975 latest revision. The successful Bidder must comply with the latest revised ASTM D975 specification for the product (s) by meeting the Cloud Point or Cold Filter Plug Point (CFPP) requirement as calculated for the place (i.e., State of Connecticut) and month of delivery according to rules **consistent with that specification. If more extreme temperature conditions are predicted by such rules actually occurs or is anticipated to occur, the successful Bidder must reduce the maximum Cloud Point or Cold Filter Plug Point (CFPP) for fuel anticipated to be delivered or used during that time accordingly.**

**Ultra Low Sulfur Diesel (Grade No. 2-D S15)
Must Meet ASTM D 975**

Property	ASTM Method	Specifications	
		Min.	Max
Color, ASTM	D 1500		1.5
Doctor Test	D 4952		Negative3
Sulfur, ppm	D 5453		15
Distillation – 90% recovered, °C	D 86	282	338
Flash Point, °C	D 93	52	
Density, Kg/m ³ , °C,	D 4052		876
Viscosity @ 40°C, mm ² /S (cSt)	D 445	1.9	4.1
Cold Filter Plugging Point (CFPP), °C	D 6371		
Summer1			-6
Winter2			-12
Cetane Index	D 976	41	
Corrosion, Copper Strip, rating 3h @ 50°C	D 130		1B
Carbon – Residue on 10% distillation, % mass	D 4530		0.35
Ash, mass %	D 482		0.01
Water & Sediment, Volume %	D 2709		0.05
Haze point	D 4176	Clear and bright @ ambient Temperature	
Conductivity, pS/m	D 2624	50	
Lubricity, High Frequency Reciprocating Rig (HFRR) @60°C, micron	D 6079		520

NOTE: The lubricity requirement may be met by adding a lubricity additive such as bio-diesel or other product.

SECTION III

TERMS & CONDITIONS

PROHIBITED SURCHARGES: Unilateral imposition of additional surcharges (delivery, liquidated damages, etc.) on SEAT at any point during the contract period is strictly prohibited. All submitting bidders must declare any additional fees that may be charged to the SEAT with their initial bid submittals. Information for this report must include description, fees and any additional relevant information. SEAT shall not pay any additional charges not submitted with the bid.

SPECIFICATIONS SHEETS: SEAT is to receive updated specification sheets within forty-eight (48) hours of new inventory being received into the harbor, if requested.

TESTING PROGRAMS SPECIFICATIONS: SEAT may take and submit samples to a testing laboratory. In the event that the results of such testing indicate that the material or product tested does not meet minimum specifications contained in the bid package, or is otherwise defective, SEAT shall have the option to terminate the contract for breach of contract or require the contractor to correct the deficiency and to continue the test program at the contractors expense.

SPILLAGE AND SPELL PREVENTION: Any spillage at the time of delivery and any subsequent clean-up or remediation will be the responsibility of the vendor and any costs to repair resultant damages or any penalties assessed against SEAT because of pollution or any environmental damage resulting from such spillage shall be borne by the successful vendor.

BILL OF LADING/DELIVERY TICKETS. Delivery tickets will be provided to SEAT at the time of any and all deliveries. The bill of lading/delivery ticket must contain the following information: product type loaded on the truck and quantities (gallons) delivered.

DELIVERY ARRANGEMENTS/PURCHASE ORDER: No delivery shall be made without a purchase order. A representative of SEAT shall sign for all deliveries. Arrangements for deliverers will be a matter negotiated between SEAT and the successful vendor. Inability of a vendor to meet required delivery arrangements may be cause for the rejection of the low bid or termination of any subsequent agreement. Vendors may be required to make deliveries within an agreed to time interval following notification by SEAT. The right is reserved by SEAT exclusively to limit the hours within which deliveries can normally be made.

SPECIAL REQUIREMENT: All vendors must supply, at no cost to SEAT, Material Data Safety Sheets for any chemical, especially toxic to hazardous compounds, prior to initial delivery and upon request thereafter.

LIABILITY FOR DELIVERY FAILURES: If, as a result of a vendor's failure to deliver on an agreed to automatic delivery schedule, within the agreed time interval following notification, or in accordance with any part of the specifications included herein (e.g., unacceptable product) and damage to SEAT results, the vendor agrees to compensate SEAT for all such damages. Restitution will be required should SEAT incur additional costs from purchasing fuel from an emergency source (in the open market). Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the price be less the contractor shall have no claim to the difference. It should be noted that the awarded Vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts

SITE CONDITIONS: Bidders should familiarize themselves with the site location and type of storage tank. A bidder should not offer a bid to SEAT that they cannot or will not serve based on location, storage tanks or other conditions at the site, as SEAT is not required to, and may not excuse the selected vendor from fulfilling their agreement if the job is more complex than anticipated.

BID WITHDRAWAL. Each and every Bidder who submits a Bid specifically waives any right to withdraw it except as hereinafter provided. Bidders will be given permission to withdraw any Bid after it has been deposited with SEAT, provided any Bidder makes his/her request in writing, one (1) hour before time that Bids are due. No Bidder may withdraw his/her Bid at any time beyond this deadline.

BID DUE DATE AND DELIVERY. Bids, labeled "**SEAT BID FY20 DIESEL**" are due no later than 10:00 am East Coast Time on June 18, 2019. The address for U.S. mail is **SEAT, 21 Route 12, Preston, CT 06365** with the address for hand delivery being the same. Bids, including supportive materials and any additional data, submitted by the Bidder will be made publicly available at the Bid opening. Although bids will be publicly opened, they will not be awarded at that time.

CONTRACT TERM. The Contract term for placing fuel orders will be November 1, 2019 through July 31, 2020.

AWARD. The contract/contracts will be awarded to the Contractor(s) with the lowest price, who has been qualified responsive and responsible. SEAT RESERVES THE RIGHT TO REQUEST MULTIPLE AND POTENTIALLY UNLIMITED BEST AND FINAL PRICING UNTIL SUCH TIME AS A PRICE ACCEPTABLE TO IS RECEIVED.

BID AWARD/NOTIFICATION. SEAT will confirm by telephone and follow up by email to the lowest responsible Bidder(s) within 24 hours of the bid opening.

PAYMENT/INVOICES. All invoices, including back-up documentation, and load tickets for SEAT must be mailed directly to **Accounts Payable, 21 Route 12, Preston, CT 06365**. Invoices must include the SEAT Purchase Order number. All pricing will be based on 30 days net for payment.

TAXES. Bid prices shall not include any Federal or State taxes, including Connecticut Gross Receipts, LUST, and Spill Tax. SEAT will be responsible for adding the appropriate taxes to the Bid price. It will be the responsibility of the Vendor to obtain any certifications needed to avoid the payment of such taxes. The tax should not be added into the differentials. The taxes should be listed as individual line items on invoices.

INTEREST. SEAT will not pay interest on unpaid or disputed invoices, whether due or overdue.

SCOPE OF BIDDING. Vendors should only offer Bids that they have the capacity to serve.

PRICING FORMS. Bidders are advised that the forms included in this IFB must be completed. Also, consideration will be given to factors such as, was the price submitted fair and reasonable based on the price estimate prepared prior to this solicitation and consistent with the budgetary figure set for this project?

BID SUBMISSION. SEAT has established procedures to protect the integrity of the bid process. Failure to properly mark bids may result in your bid being disqualified for noncompliance. It is solely and strictly the respondents' responsibility to ensure that bids are delivered prior to the closing date and time. Late bids will not be accepted.

Submittal of a bid will signify that the bidder has accepted the whole of the IFB documents inclusive of any addendum issued under this process. The bid is considered accepted by the issuance of a purchase order at any time within the period so given. Each bidder should carefully check his/her bid before submitting it to SEAT as no additional charge/compensation or alteration of the bid price will be allowed for delivery, or any other reasons, unless specified in bid form.

Bids that do not comply with these instructions and do not include the required information, forms and certifications may be rejected as insufficient.

SEAT RIGHTS. SEAT maintains the right to:

- Postpone the completion of evaluation of proposals, or to cancel this IFB altogether at any time and for any reason for its own convenience.
- Accept any proposal or reject any and all proposals without penalty at its sole discretion and to reissue this IFB.
- Reserves the right, but is not obligated, to waive any minor irregularities.
- Award Contracts to more than one proposer.
- Withdraw this IFB at any time without prior notice or to postpone the proposal due date or award date for its own convenience.
- SEAT makes no representations that a contract will be awarded to any proposer responding to this IFB.

- Check references, interview staff and/or visit qualified Proposer's facilities.
- Negotiate any part of any proposal including the cost element and/or to request a Best and Final Proposal.
- Procure any item by other means.
- Ask questions or request additional details, including regarding the bids, in order to clarify elements of any proposal from any Proposer.
- Exceptions to this IFB and conditions placed on any proposal may subject the proposal to rejection for being non-responsive.

LAW AND VENUE. The laws of the State of Connecticut shall govern the Contract. Both parties agree that venue for any litigation arising from the Contract shall lie in Fairfield County, Connecticut.

INELIGIBLE PROPOSERS. By submitting a Proposal, all Proposers certify that they are not on State, Federal or Local Agency Lists of Ineligible Contractors.

PROTEST PROCEDURES. This section details protest rights and discusses a process and deadlines by which protests must be submitted.

General - Protests will only be accepted by the District from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The District will consider all such protests, whether submitted before or after the award of a contract. The District does not intend to allow the filing of bid protests to unnecessarily delay the procurement process. All protests must be in writing and conform to the following requirements:

1. Be concise and legally arranged;
2. Provide name, address and telephone numbers of protester;
3. Identification of the solicitation or contract number;
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents; and
5. Provide a statement as to what relief is requested.

Protest Before Award - Protests before award must be submitted within seven (7) business days prior to bid opening, which will include protests addressing the adequacy of the IFB's pre-award procedure, Instruction to Bidders, General Terms and Conditions, Specifications and Scope of Work. If the written protest is not received by the time specified, the bid or evaluation process shall continue. Thereafter, all issues and appeals are deemed waived by all interested parties.

The District will determine if the bid opening should be postponed. If the bid opening is postponed, the District will contact Bidders who have been furnished a copy of the proposal/bid notifying them that a protest has been filed and that bid opening is

postponed until a final decision is issued. Any appropriate agenda will be issued regarding a rescheduling of the bid opening.

Protest After Bid Opening - When a protest against the making of an award is received, and whose bids might become eligible for award, Bidders may submit a protest, within five (5) business days, conforming to the method detailed in the "General" section above. Award of a contract will be suspended for five (5) business days after the matter is resolved. The District reserves the right to proceed in contract award if it is determined that:

1. The items to be procured are urgently requested; or
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make a prompt award otherwise causes undue harm to the District, the State of Connecticut or the Federal Government.

Protest After Award - Protest against an award must be filed with the District within five (5) full working days immediately following the award. This protest shall conform to requirements of the "General" section above. Thereafter, such issues are deemed waived by all interested parties. If it appears that the award may be invalidated and a delay in receiving the supplies or service is not prejudicial to the District's interest, the District may by a mutual agreement with the contractor, suspend performance on a no-cost basis.

The District Decision on the Protest - The District's General Manager or his/her designee will evaluate and make his/her decision. That decision shall be final.

TERMINATION. Termination for Default -If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Southeast Area Transit District may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, SEAT, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure - The Southeast Area Transit District in its sole discretion may, in the case of a termination for breach or default, allow the Contractor five (5) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to SEAT 's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within five (5) calendar days after receipt by Contractor of written notice from Southeast Area Transit District setting forth the nature of said breach or default, Southeast Area Transit District shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Southeast Area Transit District from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that Southeast Area Transit District elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Southeast Area Transit District shall not limit SEAT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Indemnification and Insurance

The Contractor shall indemnify and hold harmless the Southeast Area Transit District, its directors, officers, employees, and agents of the District (the 'District') from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives. Notwithstanding anything contained herein to the contrary, neither party shall be liable for any indirect, incidental, special or consequential damages, whether in contract or tort (including negligence and strict liability) resulting from its performance or failure to perform under this Agreement, including but not limited to loss of anticipated profits or benefits, even if such party has been advised of the possibility of such damages.

The Contractor will be required to carry, for the term of the Contract and any amendment thereto, for the services performed under the terms of this Agreement and those performed for the Contractor by its subcontractors, the following minimum insurance coverages from an insurance company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect and indemnify the Southeast Area Transit District and State of Connecticut from all claims which may arise out of or result from the Contractor's obligations under this Agreement, whether caused by the Contractor or by a subcontractor or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable:

- A. Commercial General Liability Insurance. Contractor shall provide a commercial general liability insurance policy including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death or property damage, to be on the so-called "occurrence" with a combined limit of not less than Two Million Dollars

(\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, naming Southeast Area Transit District and the State of Connecticut as additionally insured which shall be primary and non-contributory to any insurance carried by the District and State of Connecticut, and cover at least the following hazards: (1) premises and operations; (2) products and completed operations; (3) independent Contractors; (4) blanket contractual liability for all insured contracts; (5) Mis-delivery of Liquid Products Coverage and (6) waiver of subrogation in favor of the District and the State of Connecticut.

- B. Commercial Automobile Liability Insurance. Contractor shall provide commercial automobile insurance with a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence and contain FORM MCS-90, FORM-9948, Wrongful Delivery of Liquid products coverage and a waiver of subrogation in favor of the District and the State of Connecticut. Such coverage shall also include hired and non-owned automobile coverage with limits as stated above.
- C. Workers' Compensation Insurance. Contractor shall provide workers' compensation and employer's liability insurance with respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, and as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively. Limits shall be no less than One Million Dollars (\$1,000,000) each accident by bodily injury; One Million Dollars (\$1,000,000) each accident by disease; and a policy limit of One Million Dollars (\$1,000,000). Such policy shall contain a "waiver of our right to recover from others endorsement" in favor of the District.
- D. Umbrella Liability Insurance. Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of Ten Million Dollars (\$10,000,000) each occurrence and Ten Million Dollars (10,000,000) in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the District.

In conjunction with the above, the Contractor agrees to furnish to the District, prior to commencement of the work, a Certificate of Insurance fully executed by an insurance company or companies describing the coverage and providing that the insurer shall give the District written notice at least ten (10) days in advance of any termination, expiration or changes in coverage. Prior to the termination or lapse of any such insurance coverage, the Contractor shall submit a similar additional certificate of insurance to the District.

SECTION IV

PRICING METHOD/SPECIFICATIONS

****ALL PRICING MUST BE SUPPLIED ON THE "PRICING FORMS" CONTAINED IN SECTION V****

FIRM FIXED PRICE PER GALLON

Bidders shall furnish a ***FIRM FIXED MARK UP for the thirteen (12) month period***(inclusive of the profit, transportation, administrative costs; **exclusive of** all state and federal taxes, including gross receipt, lust and spill tax) which is added to the **FIRM FIXED NYMEX CONTRACT FILL PRICE** to generate a **TOTAL FIRM FIXED PRICE PER GALLON**. (Exhibit 1) The ***FIXED MARK UP*** is **NOT** subject to change for a twenty-four (24) hour period following the Bid opening.

**EXHIBIT 1
(Example)**

NYMEX Fill Price Per Gallon	1.8500
Plus, Firm-Fixed Mark-Up Per Gallon	0.1117
Total Fixed Price Per Gallon (no taxes)	<hr/> 1.9617

All pricing calculations including the **FIRM FIXED MARK UP** and **NYMEX FILL PRICES** shall be carried out to the fourth decimal place to the right of the decimal point. All calculations exceeding four (4) decimal places to the right of the decimal point shall be rounded back to the four places.

The intent behind using this methodology is to identify the lowest responsible Vendor at the time of the Bid opening, as said Vendor would remain low despite upward and downward swings in the NYMEX. Vendors will be required to supply documentation that will at a minimum include a copy of the purchased contract with the trader showing the actual **NYMEX CONTRACT FILL PRICE** for the contracts purchased on the date of the order. It is this **NYMEX CONTRACT FILL PRICE** only that will be utilized in determining the **TOTAL FIRM FIXED PRICE PER GALLON** for contract award.

SECTION V AND VI

PRICING FORMS/CERTIFICATION

REQUIRED BID SUBMITTAL

Southeast Area Transit District assumes no responsibility for errors. **FIRM FIXED MARK UP SHALL** include all labor, materials, tools, and equipment, transportation, and other costs necessary to fully complete the procurement pursuant to the Bid terms, conditions, and specifications. It is the intention of these specifications to provide and require complete services and supplies as prescribed herein. Any items omitted from the specifications, which are necessary for such service, shall be considered a portion of such service although not directly specified or called for in these specifications. No advantage shall be taken of the omission of any part or detail, which fails to make the service/supplies complete and ready for full effective and efficient utilization.

SUBMITTED BIDDER PRICING

The Bidder shall base all pricing submitted on 30 days net. All pricing must be carried out four decimal places to the right of the decimal point. Those not meeting this requirement will be rounded back to the four places.

TAXES

The appropriate taxes will be added to the delivered price per gallon after award and shall not be added into the submitted Bidder pricing.

**Southeast Area Transit District
FUEL PRICING
BID FORM
November 1, 2019 through October 31, 2020**

Company Bidding:

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Firm Fixed Markup November 1st, 2019 to July 31st, 2020 (172,800 Gallons)

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The Undersigned hereby declares that he/she has carefully read and examined the Invitation for Bids and has decided to provide services/supplies in conformance to the specifications and requirements of this bid and any addendum thereto at the price stated on this bid form for the length of time listed in the IFB.

Company Name:

Authorized Signature

Address:

Print Name:

Title:

Date:

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public _____

My Commission Expires: _____