



## CAPITOL REGION PURCHASING COUNCIL

### INVITATION FOR BID #694 GASOLINE NO-LEAD, MID-GRADE, AND SUPER UNLEADED

Issue Date: November 14, 2019

Deadline for Questions: December 5<sup>th</sup>, 2019 (3:00 PM Eastern Standard Time)

Response Deadline: December 12<sup>th</sup>, 2019 (2:00 PM Eastern Standard Time)

Response Location: [crcog.bonfirehub.com](http://crcog.bonfirehub.com)

**CAPITOL REGION PURCHASING COUNCIL  
INVITATION FOR BID  
GASOLINE, NO-LEAD, MID-GRADE, AND SUPER UNLEADED**

**BID SPECIFICATION**

**I. MODIFICATIONS TO GENERAL TERMS AND CONDITIONS**

**INTENT**

The Capitol Region Purchasing Council (CRPC), on behalf of certain CRPC members, requests bids for the procurement of gasoline from January 1, 2020 through December 31, 2020. Each respective member will make its own awards and payments according to the terms and conditions set forth in these specifications. **A written order from each awarding member will be required before any deliveries commence.**

**EXCEPTIONS TO SPECIFICATIONS**

**Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation to Bid. Unless exceptions to any of the terms and conditions, including pricing, are specified as part of the bid response, it will be expected that all terms and conditions expressed herein are acceptable and shall govern resulting contracts.**

**1% ADMINISTRATIVE FEE EXEMPTION**

The Capitol Region Council of Governments uses Bonfire to distribute and receive bids and proposals. **The 1% administrative fee is exempted for this bid.**

**PIGGYBACKING**

This bid is **not** open to piggybacking by CRPC members.

**BID AWARD**

A bid award shall be made by **each respective CRPC member** to the lowest responsible bidder(s). The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the CRPC member and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid forms and the bidder's perceived ability to fulfill his/her obligations as prescribed by these specifications. Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection.

Vendor performance records, based either on individual member experiences or identified through reference checks, may be considered in the member's bid award process. Vendors are advised that member purchasing procedures vary regarding the amount of time required to award a contract.

#### **ESTIMATED QUANTITIES**

The quantities specified herein are **annual estimates only** and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of CRPC members which decide to make an award off of this bid (as participation is voluntary) and the needs of the using departments for each of those members.

**Vendors must understand that during the course of the contract, there may be certain changes in locations, tank sizes and quantities used. Vendors will be expected to accept such changes without adjustments to the contract prices.**

#### **RIGHT TO WAIVE ANY INFORMALITY**

CRPC and its members reserve the right to waive any informality in a bid if it is in their best interest to do so.

#### **BID PRICES**

##### ***OPTION A: DIFFERENTIAL PRICING***

Vendors are required to bid a differential from the New Haven Rack Average as published daily by the Oil Price Information Service (OPIS). Billing for any shipment shall be computed by adding the differential and the **CT Gross Receipts Tax** to the gross daily closing price for the day the delivery is taken. Such differentials may be either plus (+) or minus (-), and the low bidder will be determined by the most advantageous differential.

Differential prices bid must be held for a period of **60 days** from the opening date in order to permit individual towns/boards of education to complete any required internal evaluation processes.

##### ***OPTION B: ALTERNATE FIRM PRICING***

An alternate firm bid may be submitted in which case the same quotation will apply during the entire term of the contract. Note that in order to accommodate varying municipal purchasing procedures that dictate the amount of time required to make a contract award, vendors are required to hold their alternate firm bid prices for a **twenty-one (21)** day period as per the escalation/de-escalation clause below.

**Prices bid shall not include any sales, excise or other taxes for which the towns are not liable. Prices shall include allowance for all material and work delivered complete at the appropriate place in the contracting town.**

**Alternate fixed prices shall be submitted as follows:** Vendors shall submit a fixed mark-up price in the field labeled "Alternate firm pricing. On the day of the bid opening, CRCOG

staff will enter the closing (“settle”) NYMEX price for **Thursday, December 12, 2019** into the tabulation spreadsheet, which will calculate the Total Fixed price by adding the Fixed Mark-Up entered by each vendor to the NYMEX settle price. Vendors mark-up shall include any and all costs of manufacture and delivery. A copy of the NYMEX strip being used will be part of the final tabulation package to provide indicative pricing. In recognition of the market’s volatile nature, all bidders between the time of the bid opening and formal, written award notification will be allowed to escalate/de-escalate their bid price(s) for gasoline pursuant to inter- and intra-day fluctuations in the NYMEX until an award is made.

The intent behind using this formula is to identify the lowest responsible vendor at the time of the bid opening, as said vendor should remain low despite upward and downward swings in the NYMEX. Vendors **MUST** supply documentation **with their bid** in support of the weighting used for each month and any and all mark ups added to the base price to help communities verify the validity of updated quotes offered after the bid opening to reflect changes in the NYMEX strip. **The same weightings and mark ups used for the bid prices submitted must be used to calculate all subsequent escalated/de-escalated prices.**

**Award notification will be confirmed by telephone and followed up by fax with the lowest responsible bidder(s) on any day within 21 days of the bid opening. The NYMEX strip to be used as the basis for a final escalation/de-escalation adjustment will be selected and authorized by each awarding CRPC member and may be based on opening, intra-day or closing postings. Vendors are required to provide CRPC members with documentation verifying the NYMEX strip price being locked in.**

**The firm pricing as established by this provision will remain in effect for the duration of the awarded Contract.**

The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating members at any point during the contract period.

#### **TAXES**

Towns and Boards of Education are exempt from the payment of either federal or State taxes and such taxes **shall not** be included in the bid prices. It will be the responsibility of the vendor to obtain any certifications needed to avoid the payment of such taxes.\*

\*Although the Connecticut Gross Receipts Tax is levied on petroleum companies and is passed on to the Towns, **do not include the tax in your bid price.**

#### **BILLING**

Billing shall be made to each cooperating CRPC member according to the terms set forth on each purchase order.

**DELIVERIES**

All deliveries shall be made in such quantities and at such times as ordered. Gasoline will be delivered in clean trucks and will ordinarily be accompanied by a delivery invoice or ticket that has been automatically stamped at the vendor's terminal from which the gasoline has been delivered. The invoice or ticket shall show the number of gallons contained in the truck. Special arrangements may be made between the contractors and CRPC members with small tanks, which may be serviced by trucks with metered delivery tickets. Please note, some members may have delivery requirements that are specifically detailed in their quantity submission.

**SPILLAGE**

Any spillage at the time of delivery will be the responsibility of the vendor and any costs to repair resultant damages or any penalties assessed against a CRPC member because of such spillage shall be borne by the vendor.

**BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES**

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that municipalities/boards of education may take as a result of the vendor's failure to perform. 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.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the CRPC member, the CRPC member may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

**LAWS**

All deliveries shall comply in every respect with all applicable laws of the federal and/or State of Connecticut government.

**SAMPLING & TESTING**

Samples of gasoline may be taken at any time and may be submitted to an independent laboratory for testing to determine compliance with specifications. The vendor shall bear both the costs of the tests and any damages resulting from the delivery of any unsatisfactory gasoline.

**BONDS**

A bid bond is not required for this bid. A performance bond in the amount of one hundred percent (100%) of each Purchase Order may be required of the successful bidder. Responding

vendors are therefore asked to provide a separate price for this bond (to be quoted as a price per \$1,000 of contracted business).

## **II. TECHNICAL SPECIFICATIONS/ADDITIONAL REQUIREMENTS**

Specifications for gasoline, no-lead, mid-grade and super no-lead, shall conform in all respects to ASTM Specifications D4814 of latest issue. Copies of this Specification may be obtained from the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103 or [www.astm.org](http://www.astm.org).

For regular no-lead gasoline, the octane rating shall be no less than 87; for mid-grade no-lead gasoline, the octane rating shall be no less than 89; and for super no-lead gasoline, the octane rating shall be no less than 91.

All gasoline must be **Reformulated Gasoline** in compliance with both Federal Standards as developed by the Environmental Protection Agency, and all applicable sections of the Connecticut General Statutes.