



CAPITOL REGION PURCHASING COUNCIL

INVITATION FOR BID #724 GASOLINE NO-LEAD, MID-GRADE, AND SUPER UNLEADED

Issue Date: As listed on CRCOG.bonfirehub.com

Deadline for Questions: As listed on CRCOG.bonfirehub.com

Response Deadline: As listed on CRCOG.bonfirehub.com

Response Location: crocog.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, 2022 through December 31, 2022. 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 exempt 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 "FLOATING" 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 DIFFERENTIAL

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 **December 15, 2021** 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.

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.

III. STANDARD BID AND RFP TERMS AND CONDITIONS

PURCHASING COUNCIL PURPOSE

The Capitol Region Purchasing Council ("CRPC") is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments ("CRCOG"), which attempts to provide volume-based discounts to its Member Agency base through various cooperative procurement initiatives. To date, some **115** towns, boards of education and agencies across the State (38 of which are located in the Greater Hartford area) are eligible to take advantage of the Council's services.

BID FORMS/SUBMISSION OF BIDS

The CRPC uses Bonfire for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. The CRPC accepts no responsibility for the receipt and/or notification of solicitations through any other company. No oral, telegraphic or telephonic submittal will be accepted. IFB's, RFP's, RFQ's and RFI's shall be submitted in electronic format via **Bonfire**. All Invitations For Bid (IFB), Requests For Proposals (RFP), Requests For Quotes (RFQ), Requests For Information (RFI) submitted electronically via **Bonfire** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI. A formal, in-person bid opening will not be held.

EXCEPTIONS TO SPECIFICATIONS

Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation for 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. **Any variance from specifications, including product substitutes (as well as replacements for discontinued items) and pricing units (pounds, 50 lb bags vs. 100 lb bags, etc.) must be clearly noted in the vendor's bid response.**

SUBSTITUTION FOR NAMED BRANDS

Should brand name items appear in this bid, the bidder must make available specifications on any substitutions, and explain how the substitution compares with the named brand's specifications.

BID AWARD

A bid award, in the form of a purchase order issued to a participating vendor, shall be made by each respective Member Agency 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 Member Agency 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.

CONTRACT EXTENSION

Contracts may be extended by mutual agreement of the parties – for bids with a one year contract period, a one year extension will be permitted if there is mutual agreement; for bids with a two year contract period, a two year contract extension will be permitted if there is mutual agreement. **All extensions shall be completed before the next bid invitation is issued.** A schedule of bid invitations and openings is posted on the CRPC website.

ESTIMATED QUANTITIES

The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of Member Agencies that decide to make an award from this bid (as participation is voluntary) and the needs of the using departments in the various Member Agencies.

INCLUSION OF NON-PARTICIPATING TOWNS AND BOARDS OF EDUCATION

Any Member Agency, current or future, within the CRPC shall be allowed to participate in this bid during the life of the contract, even if it is not listed amongst the bid participants.

WITHDRAWAL OF BIDS

No bid submitted may be withdrawn, in whole or in part, without the written consent of the CRPC.

REJECTION AND/OR CANCELLATION OF BIDS

The CRPC reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

RIGHT TO WAIVE ANY INFORMALITY

The cooperating Member Agencies reserve the right to waive any informality in a bid when such a waiver is in their best interest.

BID PRICES

All prices bid must be on the basis of F.O.B. delivery point, unloaded inside, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal. **Note: CRPC strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. Prices bid shall apply throughout the term of the contract and will be construed as all-inclusive.**

TAXES

Member Agencies are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid, whether a net unit price or a trade discount from catalog list prices, must be exclusive of taxes and will be so construed.

BILLING

Billing shall be made to each bid participant according to the terms set forth on each purchase order.

1% ADMINISTRATIVE FEE

The Capitol Region Council of Governments uses Bonfire to distribute and receive bids and proposals. **Responding vendors agree to pay to the CRCOG an administrative fee of one percent (1%) of the total ordered amount of all contracts for goods and/or services awarded to the vendor.** This fee shall be submitted by the vendor to CRCOG on a quarterly basis along with a report on awards made by Member Agencies and purchase orders issued by CRPC members to vendors. The fee shall be payable for all CRPC bids unless specifically exempted by the CRPC. **The fee and report shall be submitted as a check to made to the order of "Capitol Region Council of Governments" and mailed to:**

Capitol Region Council of Governments
Attn: Kim Bona
241 Main Street, 4th Floor
Hartford, CT 06106

REPORTING REQUIREMENTS

All orders placed on CRPC bids shall be reported to the Capitol Region Council of Governments on a monthly or quarterly basis. Vendors are responsible for submitting purchase orders to the CRCOG via email to kbona@crcog.org.

FAILURE TO COMPLY

All awarded vendors must comply with the 1% Administrative Fee and Reporting Requirements outlined in the CRPC General Terms and Conditions. Failure to comply within 60 days of orders and/or awards by CRPC members may result in the vendor being restricted from participating in future bids.

DELIVERY ARRANGEMENTS AND REQUIREMENTS

No delivery shall become due or be acceptable without a written order issued by the Member Agency concerned. Such order will contain the quantity, time of delivery and other important data.

REFERENCES

Upon request, vendors shall supply the names of other customers (preferably municipalities) to interested Member Agencies.

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 Member Agencies 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 Member Agency, the Member Agency 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.

INSURANCE REQUIRED OF SUCCESSFUL BIDDERS

The Successful bidder shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the Member Agency as an additional insured; and provides for at least ten (10) days prior notice to the Member Agency of cancellation or non-renewal. Coverage is to be provided on a primary, non-contributory basis:

- a. General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year; and limits of \$500,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). A Waiver of Subrogation shall be provided. All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence

or \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.

c. Worker's Compensation Insurance in accordance with Connecticut State Statutes. The insurance requirements listed above are minimum requirements for successful bidders. Awarding agencies may require higher insurance limits.

FOR THE TOWN OF WEST HARTFORD ONLY

Please see the Attachment concerning the town's insurance requirements.

FUTURE BID INVITATIONS

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

The CRPC, an affiliate of the CRCOG, subscribes to the CRCOG's policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable).

SEVERABILITY

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

ADDITIONAL TERMS AND CONDITIONS

The Vendor assigns to CRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CRCOG harmless and indemnify CRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the bid may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a

person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

QUESTIONS

Inquiries should be directed through the Bonfire messaging application.

No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. **Every request for an interpretation shall be made in writing and posted to the Bonfire online system.** To receive consideration, such questions must be received according to the date posted on the Bonfire online system.

The CRPC staff will arrange as addenda, which shall be made a part of this Invitation for Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bid proposals, the CRPC staff will **post a copy of any addenda in Bonfire**. In special cases, the CRPC staff reserves the right to post clarifying information in the form of an addendum outside of the aforementioned timeline. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the **Bonfire** website.