



**TOWN OF TRUMBULL
REQUEST FOR PROPOSALS
DUE: MARCH 19, 2015@ 2PM
RFP 6102**

**Gasoline and Diesel Fuel
For the Period APRIL 6, 2015 to June 30, 2016 Time frame**

GENERAL INSTRUCTIONS

The Town of Trumbull, (hereinafter referred to as Town or Owner), through the office of the Purchasing Agent, will accept sealed proposals for the **INVITATION TO BID 87 OCTANE GASOLINE AND DIESEL FUEL**, in the Town of Trumbull in accordance with the specifications and requirements detailed in this request. All qualified and interested parties (hereinafter referred to as proposer, bidder, contractor or supplier) are invited to submit proposals under the terms and conditions set forth as follows:

1 PROPOSAL SUBMISSION

- a) Proposals are to be completed (unless directed otherwise in the specifications), printed, signed by an authorized agent, and sealed in an envelope (including all official literature, brochures, etc., which support this request) and addressed as follows:
PROPOSAL # 6102 Gasoline and Fuel DUE: MARCH 19, @ 2PM
Trumbull Town Hall – Attn: Kevin Bova, Purchasing Agent
5866 Main Street, Trumbull CT 06611
- b) All Proposals must be made on the enclosed Proposal form. All blank spaces for Proposal prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted
- c) The party signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the contractual period requested.
- d) The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

BASIS FOR BIDS:

The Town of Trumbull is requesting pricing for the following: Fixed pricing for approximately sixteen (16) months.

The Town's decision on the award of this bid, based on which proposal is in the best interests of the Town of Trumbull, will be final.

2) PROPOSAL RESPONSE TIME

Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening, at which time all proposals (total proposal amount only) shall be publicly opened and read aloud. A proposer may withdraw a proposal at any time prior to the above scheduled date and time. Any proposal received after the above scheduled date and time shall not be considered or opened. No proposer may withdraw a proposal within ninety (90) days after the actual proposal opening.

3. TOWN OPTIONS

The Town reserves the right to accept all or any part of a proposal, reject any or all proposals and to waive any requirements, informalities or irregularities, technical defects or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers. The award shall be made after careful consideration of all factors including but not limited to price.

4. TAX EXEMPT

- a) The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal price. The Town of Trumbull Tax Exempt number is 05-010 31-000.

5. INQUIRIES & ADDENDUMS

- a) All technical inquiries regarding this request may be directed to Kevin Bova Purchasing Agent fax 203-452-5083 or Phone 203-452-5042 & or Email Kbova@trumbull-ct.gov. No inquiries shall be responded to that are received after March 12, 2015
- b) Answers to questions the Town deems to be in the interest of all proposers will be made available in writing, email or by Fax as appropriate to all proposers by addendum(s) on the Town website www.trumbull-ct.gov in the purchasing Department section.
- c) The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request; the Town further reserves the right to request additional information from any proposer at any time after proposals are opened.
- d) **It is the sole responsibility of a proposer to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website (www.trumbull-ct.gov) in the Purchasing Department Section (Bid Notices). Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission.**

6. PROPOSAL, PERFORMANCE AND PAYMENT BONDS

- a) A Bond payable to the Owner must accompany each Proposal for ten (10%) percent of the total amount of the Proposal. As soon as the Proposal prices have been compared, the Owner will return the bonds of all except the three lowest responsible Proposals. When the Agreement is executed, the bonds of the two remaining unsuccessful Proposers will be returned. The Proposal Bond of the successful Proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Proposal (Bid) Bond.

7. INSURANCE

The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

Commercial General Liability	Each Occurrence	Aggregate
Bodily Injury Liability	\$2,000,000	\$5,000,000
Property Damage Liability	\$1,000,000	\$5,000,000
Personal Injury Liability	\$1,000,000	\$5,000,000
Comprehensive Auto Liability	Each Occurrence	Aggregate
Including coverage of owned, non-owned & rented vehicles	\$2,000,000	\$5,000,000

The insurance policy must contain the additional provision wherein the company agrees that thirty (30) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull.

Additionally the successful proposer (Contractor) shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B")

The successful proposer (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Contractor's and each Subcontractor's insurance.

8. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

9. CONFLICT OF INTEREST

No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made, in the office of the agency making such purchase and in a public place in the Trumbull Town Hall.

10. BID AWARD

A bid award shall be made to the lowest responsible bidder to be determined by the most advantageous differential, or lowest alternative firm bid, whichever is in the best interest of the Town of Trumbull. 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 Town and whose bid documents comply with the specifications & procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid form 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.

The Town of Trumbull may elect to award the contract to other than the lower bidder if it is judged to be in its best interest. The Town of Trumbull will NOT consider any cash discounts offered in making the award of this bid.

11. AWARD AND AUTHORITY

The Town Purchasing Agent will issue notification of award & letter to proceed in writing.

12. MISCELLANEOUS

a) DAMAGE

Contractor will be responsible for any and all damage to Town property caused by him or his agents, servants, and employees, and shall cause proper clean up and repair of such damage at his own expense and to the satisfaction of the owner.

b) EXTENSION OPTION

Contracts may be extended for up to twelve (12) months beyond the June 30, 2016 date by mutual agreement of the Parties.

c) LAWS

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

d) PREPAYMENT

The Town of Trumbull will not accept bids requiring prepayment for any fuel. The entities will only pay once the fuel has been delivered net 30 days.

e) EQUIPMENT

The contractor must be able to insure year-round delivery, maintain a proper inventory for service where required and provide Automatic printing meters on delivery trucks. Loading tickets may be substituted for meter-printed delivery tickets with the Consent of the On Site member of Public works authority.

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Gasoline and Diesel Fuel

SPECIFICATIONS & REQUIREMENTS

BID PRICES

Fixed Price

Prices quoted on 87 OCTANE GASOLINE AND DIESEL FUEL shall be based on a fixed price per gallon to be paid by the participating agencies during the life of the contract. (Excluding the Gross Earning Tax, Lust tax, and Federal spill fee) Vendor must agree to hold fixed price bids for a minimum of one (1) hour from the time of the bid opening. It is the intent of the Town of Trumbull to award the bid within one (1) week of the bid opening subject to any necessary local approvals.

SPILLAGE

Any spillage at the time of delivery due to delivery personal negligence will be the responsibility of the vendor and any costs to repair resultant damages or any penalties assessed against the Town of Trumbull, because of pollution resulting from such spillage shall be borne by the vendor.

DELIVERY TICKETS

The vendor will furnish printer-type delivery tickets with each fuel delivery. Payment will only be made on gallon information printed on metered tickets. Partial compartment deliveries, unless made by printer ticket, will not be acceptable.

Invoices:

Individual invoices must be submitted promptly for each delivery made to each location. Invoices will be matched up to the delivery ticket and then submitted to the Towns Finance department for payment with net 30 days. Statements are NOT acceptable for use as invoices. A metered delivery ticket must accompany each invoice. A copy of the metered ticket must also be left at the delivery site.

Invoices for Highway Public works & WPCA locations are sent to
Trumbull Highway Department
366 Church Hill Road, Trumbull CT 06611.

Invoices for Tashua Knolls Golf Course are sent to
Tashua Knolls Golf Course
40 Tashua Knolls Lane, Trumbull CT 06611.

Delivery Information: Scheduling Deliveries:

Gasoline and Diesel Fuel deliveries to ALL sites listed herein are to be made during normal business hours, Monday through Friday, when someone is available to sign for the delivery. (Normal Business Hours generally means from 7:00 or 7:30 A.M. to 3:30 P.M.)

Basis of Delivery:

Fuel shall be delivered **AS REQUIRED** to the following sites:

GASOLINE: (Town Departments Only - DELIVERY AS CALLED FOR)

Locations #1 Public Works –Highway Department

Public Works Department – Town Highway Garage
366 Church Hill Road, Trumbull CT 06611:

- 1- 8,000 gallon tank near pumps & Fuel Station
&
 - 1- 10,000 gallon near pumps & Fuel Station
- 87 Octane** Unleaded Gasoline

Locations #2

Tashua Knoll Golf Course
Located at their maintenance Shop
5134 Madison ave
, Trumbull CT 06611

- 1- 2000 gal tank
- 87 Octane** Unleaded Gasoline

DIESEL FUEL: (Town Departments Only - DELIVERY AS CALLED FOR)

Locations #1 Public Works –Highway Department

Public Works Department – Town Highway Garage
366 Church Hill Road, Trumbull CT 06611:

- 2- 8,000 gallon tanks near pumps & Fuel Station

Locations # 2

Tashua Knoll Golf Course
Located at their maintenance Shop
5134 Madison ave
Trumbull CT 06611

- 1- 2000 gal tank Diesel

**Other Locations that would need Diesel as called for
approximately on a Yearly bases:**

Point of Contact Marc Kuza cell 203-673-5930

Diesel Fuel – Trumbull WPCA - all locations are in Trumbull CT

Beardsley Pump Station
119 White Plains Road
Tank size 500 gallon

Merritt Pump Station 135
Merritt Boulevard
Tank size 500 gallon

101 Merritt Boulevard
Tank Size 100 gallon

Park Avenue Pump Station 580 park ave

Tank size 300 gallon

Reservoir Pump Station
2595 Reservoir Avenue
Tank size 100 gallon

Whitney Pump Station
118 Whitney Avenue
Tank size 300 gal.

Quantities:

Quantities indicated are approximate, based on delivery records for the prior year. Due to the uncertainties of weather conditions, the approximate gallonage of each product shown should not be construed as a definite commitment. Fixed price agreement requires a fixed volume commitment. **The Town reserves the right to increase or decrease indicated quantities to meet our actual requirements and may consider alternative fuels.**

Historical usage

DIESEL FUEL:

Annual consumption for the Town of Trumbull is About 80,000 **gallons**.

The town is asking for a set 110,000 gallons, as required 15 months from 04/06/2015 through 06/30/16.

87 OCTANE GASOLNE:

Annual consumption for the Town of Trumbull is About 130,000 **gallons**.

The town is asking for a set 170,000 gallons, as required 15 months from 04/06/2015 through 06/30/16.

STANDARD DIESEL FUEL SPECIFICATIONS

All fuel must meet all current Connecticut Department of Environmental Protection mandates. In addition, the fuel shall be free of any undesirable substances in quantities sufficient to cause damage to vehicles. The diesel fuel should all state & ASTM 975 STANDARD SPECIFICATIONS, but must be from a refinery. All diesel fuel shall be ultra-low sulfur diesel with a sulfur content of no more than .0015. Including this statement requires modification should the state of federal government modify or change the sulfur requirement for diesel fuel. During the months of November through March, cold flow improvers shall be added.

Should any diesel fuel fail to meet the A.S.T.M. standards, or otherwise cause damage to the owner's property or equipment, the contracted supplier of diesel fuel will, at his own expense, be responsible to extract, clean out and re-install any diesel fuel found outside the specifications.

STANDARD UNLEADED GASOLINE SPECIFICATIONS

All unleaded gasoline must be suitable for busses and vans and adhere to the STANDARD SPECIFICATIONS FOR UNLEADED GASOLINE – ASTM D4814. In addition, the fuel shall be free of any undesirable substances in quantities sufficient to cause Damage to vehicles.

Should any gasoline fail to meet the A.S.T.M. standards, or otherwise cause damage to the owner's property or equipment, the Contracted supplier of gasoline will, at his own expense, be responsible to extract, clean out and re-install any gasoline found outside the specifications.

Compliance with Specifications:

The Town reserves the right to require an accurate analysis of any fuel oil delivery, at the expense of the supplier, at any time during the duration of this Contract should any oil supplied under this Contract not performs satisfactorily. In addition, the Town of Trumbull reserves the right to have all fuels tested periodically for compliance with specifications by submitting a sample to a capable disinterested party. This is to make sure all fuel meets ASTM Standards.

Qualification of Bidders:

Due to changing market and supply conditions, the Town of Trumbull has concerns about the ability of any potential suppliers to fulfill our needs in these products during the Contract period. Accordingly, each bidder MUST include with his bid a factual statement concerning the ability of his company to supply our requirements, based on current governmental regulations and current supply situations. Each bidder shall also include a list of their sources of supply, and specify whether or not they have contracts with those suppliers that guarantee them a supply.

Further, each bidder MUST include with his bid a factual statement of his facilities and supply capabilities, and his fleet configuration.

Failure to include this information with your bid shall be deemed sufficient cause for the rejection of your bid.

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PLEASE NOTE:

Bid sheets are attached. Please remember to include with your bid form:

- (1) Your specification sheets.
- (2) A factual statement concerning your ability to supply our requirements.
- (3) A factual statement concerning your facilities and fleet configuration.
- (4) A factual statement concerning your product liability coverage.
- (5) List of municipal and/or school system customers (5 max).
- (6) A Bid Bond for ten (10%) percent of the total amount of the Proposal.

Checklist for attachments:

Spec Sheet on Gasoline 87 Octane
Spec Sheet on Ultra Low Sulphur Diesel Fuel
Statement or Letter concerning your ability to fulfill Town Contracts
Statement re: Your facilities and fleet configuration
Statement re: Product Liability Insurance
List of municipal
Bid Bond

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**Gasoline and Diesel Fuel
BID SHEET – GASOLINE, DIESEL FUEL**

We, the undersigned, hereby submit the following Fixed Price per Gallon quotes and Floating Prices on Gasoline 87 Octane & Ultra Low Sulphur Diesel Fuel, as required by the Town of Trumbull.

Gasoline 87 Octane:

We submit the fixed price of \$_____per gallon, delivered (tax exclusive) on a fixed 170,000 gallons, as required 15 months from 04/06/2015 through 06/30/16.

Floating Price for Gasoline 87 Octane:

Posted to

- A. Oil Price Information Service (OPIS) "low posting" Price in Journal of Commerce on March 16, 2015, excluding tax \$_____gal.
- B. Bidder's Quotation, based on above (+ or - to be noted) \$_____gal.
- C. Net Delivered Price as of March 16, 2015 excl. tax \$_____gal.

Diesel Fuel:

We submit the fixed price of \$_____per gallon, delivered (tax exclusive) on 110,000 gallons, as required 15 months from 04/06/2015 through 06/30/16.

Floating Price for Ultra Low Sulphur Diesel:

- A. Oil Price Information Service (OPIS) "Low posting" Price in Journal of Commerce on March 16, 2015, excluding tax \$_____gal.
- B. Bidder's Quotation, based on above (+ or - to be noted) \$_____gal.
- C. Net Delivered Price as of March 16, 2015 excl. tax \$_____gal.

Enclosed herewith is the Bid Guaranty (10% of Base Bid minimum), which is in the form of:

() Bid Bond

() Certified Check

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Base Bid.

Addenda # _____, _____, _____, _____, _____

BID FORM SIGNATURE (S)

 (Authorized signing officer) (Title)

The Corporate Seal

 (Authorized signing officer) (Title)

THE UNDERSIGNED AFFIRMS AND DECLARES that this proposal is executed with full knowledge and acceptance of the specifications, requirements, terms and conditions contained herein and with complete understanding and full compliance of system requirements and hereby submits this proposal for the request noted above and certifies that this proposal meets all the specifications and conditions requested herein. Any substitutions to the specifications requested are clearly and completely noted. Any alternate proposals are presented in a similar format to those requested and are attached herein. It is understood that the Town reserves the right to reject any or all proposals or waive any formalities in this request.

This proposal is submitted in full compliance with all Specifications and General Terms and Conditions

 Company Name by (Signature)

 Address Print Name

 City, State, Zip code Title

 Phone # FAX

 Email

End of RFP