

**COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE**

SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Invitation for Bids

Barnstable County is seeking sealed bids for the supply and delivery of gasoline and diesel fuel towns within Barnstable County for the period of November 1, 2011 through June 30, 2012.

Bids will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before **October 26, 2011 at 10:00AM. No exceptions allowed.**

Bid specifications may be obtained from the Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, Barnstable, Massachusetts 02630.

Sealed envelopes containing bids shall be clearly marked **“Bid –Diesel Fuel – FY 2012-2”**

NOTE: One original and one (1) copy of each bid shall be submitted. NO faxed proposals will be accepted.

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Dated at Barnstable, Massachusetts, this 10th day of October, 2011.

Elaine Davis
Chief Procurement Officer

COUNTY OF BARNSTABLE

BID FOR GASOLINE and DIESEL FUEL

**This bid is for the period of
November 1, 2011 through June 30, 2012**

*All grades of Diesel Fuel with regard to sulfur content
MUST conform with regulations of the Commonwealth of Massachusetts,
Department of Public Health, Division of Environmental Health,
Bureau of Air Use Management, and Air Pollution Control District.*

INSTRUCTIONS TO BIDDERS

Proposals shall be typewritten or written in blue ink on the enclosed forms. Officials of Corporations shall designate their official title. Partners or Sole Owners shall so state, giving names of all interested parties.

Bidders shall not base proposals on verbal information from any employee of the County of Barnstable or other political subdivision.

The County of Barnstable and/or each political subdivision reserves the right to reject its section of the bid and unless otherwise specified by the bidder, to accept any item in the bid, or make a total award to one bidder. Rejection by any governmental entity or its section shall not be grounds for withdrawal by a bidder.

By submission of bids, the bidders agree to hold the County of Barnstable harmless for any causes of action in law or in equity that might accrue from the bid process. The County of Barnstable assumes no liability as a result of this bid process, the submission of bids or the acceptance or rejection of bids”

The contract is for the period of November 1, 2011 through June 30, 2012.

Questions regarding this bid are to be submitted in writing no later than October 19, 2011 via e-mail, fax or US Mail to:

Elaine Davis, Chief Procurement Officer
PO Box 427
Barnstable, MA 02630
FAX: (508) 362-4136
Email: edav@barnstablecounty.org

Response to all questions will be issued in an addendum, which will be faxed or e-mailed to each vendor on record as having requested the bid documents.

The successful Bidder will protect the county and other political subdivision from any and all infringements of Patents, Royalties, or Damages arising from the transaction.

THE SUCCESSFUL BIDDERS ARE EXPECTED TO HAVE FIRM SOURCES OF GASOLINE, DIESEL AND BIODIESEL FUEL. MUNICIPAL AGENCIES WILL NOT PAY MORE THAN THE BID PRICE AS PROVIDED IN THE CONTRACT. VENDORS ARE EXPECTED TO INVOICE THE AMOUNT, AS BID, TO MUNICIPALITIES.

If at any time the contractor is unable to furnish materials as ordered individually by the County or other political subdivision:

- 1) The contractor shall be obligated to obtain delivery from another supplier and the Contractor will in turn invoice the County or other political subdivision so affected, at the price specified in such contract with the County or other political subdivision affected; or
- 2) The County or other political subdivision may order such materials from such places as are available, and the contractor shall pay to the affected County or other political subdivision all expenses incurred above such contract price.

A pre-qualification statement may be requested by the County of Barnstable and other political subdivisions individually. This statement includes, but is not limited to, experience with government entities, legal or administrative proceedings currently pending, financial condition certified by a Certified Public Accountant, bank and credit references, plant and equipment, etc.

Vendor must have been regularly engaged for at least five (5) years prior to the date of bid opening, in the business of supplying the gasoline or diesel in the manner of organization, facilities and assurance of supply to insure prompt and satisfactory service as called for with all deliveries.

DELIVERIES

Deliveries made to the County of Barnstable and other political subdivisions shall be in the presence of an authorized agent of that government entity and must be made through a sealed meter at the delivery site and the total gallons delivered will be mechanically printed on the delivery tickets. Signed delivery slips are to be forwarded to the purchaser with the invoice. Invoices shall be in cents per gallon. The awarded bidder is to make contact with each location at the start of the bid period and make arrangements for deliveries. **Deliveries are to be automatic per arrangements made with the participating section/town. In emergency situations, delivery is to be made within 24 hours of the date of notification.** Bidder may not specify a minimum amount of fuel before delivery may be made. Certain circumstances may warrant a political subdivision to request topping off the tank on a scheduled or call basis.

The town/section may at any time or place take samples of Gasoline, Diesel or Biodiesel delivered or to be delivered hereunder for analysis. The analysis will be made in accordance with the methods adopted by the American Society for Testing Materials or other applicable standard setting agency. Vendor will be held responsible for payment of the analysis if fuel is shown not to meet specifications.

After award of contract and during contract period, deliveries, which are found not to conform to certified analysis submitted with bid, may be required to be replaced. The County of Barnstable may consider inferior quality just cause for termination of the contract.

The County of Barnstable and each other political subdivision of this bid specification is listed by town/section with **estimated** gallons and product requested (Attachment A) for the period of November 1, 2011 through June 30, 2012. These quantities are being set forth for the comparison of bids only and the actual amount of materials may not correspond there-with. **The County reserves the right to adjust the quantities in accordance with the actual amount of fuel required during the contract period.** A bidder may submit a bid on any or all sections as specified on the bid sheet.

The County of Barnstable and/or any other political subdivision can terminate its contract/price agreement with a contractor(s) who fails to perform under the terms of the contract/price agreement issued by a political subdivision. Notice of termination shall be in writing and notification shall be sent by registered or certified mail. Termination of contract/price agreement shall become effective upon contractor(s) receipt of notification.

The bidder's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over bid/purchase shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

If any Fuel delivered herein fails to conform in every respect with the requirement as set forth, the bidder shall be notified and shall be required, at the discretion of the County of Barnstable or other political subdivision, to:

Forthwith remove the Fuel and replace it with other fuel satisfactory to the subdivision. The vendor/individual shall satisfactorily clean the fuel tanks if the subdivision deems it necessary, and it shall be done at no expense to the subdivision;

- OR -

accept in full, compensation therefore, such amount as the subdivision decides shall be paid for the Gasoline or Diesel delivered.

BID BOND/CERTIFIED CHECK

Each bid must be accompanied by a certified check or Bid Bond made payable to the County of Barnstable. Certified checks will be returned within ten (10) days of the award of the contract. However, if a bidder fails to execute such contract within ten (10) days of the date of sending, the certified check will be declared forfeited as liquidated damages. Bid bonds or certified check will be required as follows:

<p>\$2,500. if bidding up to 250,000 total estimated gallons \$3,000. if bidding up to 500,000 total estimated gallons \$4,000. if bidding up to 750,000 total estimated gallons \$5,000. If bidding up to 995,000 total estimated gallons</p>
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ASSURANCE

Within 10 days of the notification of award, the successful Bidder(s) will be requested to furnish a Performance Bond from a surety company licensed to do business in Massachusetts, or Irrevocable Letter of Credit in the favor of the County of Barnstable and/or each political subdivision, individually, in an amount no less than \$.50 per gallon anticipated annual delivery. Said assurance shall cover the full term of any contract.

CONDITIONS OF AWARD

The County of Barnstable and each other political subdivision of this bid specification is listed by section (Attachment A). Each such section is accompanied by a listing of delivery sites, size of tanks at each site and approximate gallons used by that purchaser for the period of November 1, 2011 through June 30, 2012. A bidder may submit a bid on any or all sections as specified on the fuel oil bid sheet.

TERMINATION

The County of Barnstable and/or any other political subdivision can terminate its contract/price agreement with a contractor who fails to perform under the terms of the contract/price agreement issued by a political subdivision. Notice of termination shall be in writing and notification shall be sent by registered or certified mail. Termination of contract/price agreement shall become effective upon contractor's receipt of notification.

INSURANCE COVERAGE

Workmen's Compensation: The Contractor shall, before commencing the work, provide by insurance for the payment of compensation, and the furnishing of other benefits under Chapter 152 of the General Laws (Ter.Ed.) to all persons employed under the contract, and he shall continue such insurance in force and effect during the term thereof.

Comprehensive General Liability Insurance: The Contractor shall carry Public Liability Insurance with an Insurance Company satisfactory to the Subdivisions so as to save the Subdivisions harmless from any and all claims for damages arising out of bodily injury to or destruction of property caused by accident resulting from the use of implements, equipment, or labor used in the performance of the contract or from any neglect, default, or omission or want of proper care, or misconduct on the part of the contractor or for anyone in his employ during the execution of the work.

Liability for Bodily Injury, Including Accidental Death: \$100,000.00 for any one person and subject to the same limit for each person, \$300,000.00 on account of one accident.

Liability for Property Damage: \$50,000.00 on account of any one accident and \$100,000.00 on account of all accidents.

Prior to starting work on this contract, the Contractor shall deposit with the "Political Subdivision"; Certificates in quadruplicate from the insurers clearly stating that the Insurance Policies required in the above paragraphs have been issued to the Contractor. The certificate must be on a form satisfactory to the "Political Subdivision".

No cancellation of any insurance whether by the insurer or by the insured shall be effective unless written notice is given to the "Political Subdivision" at least fifteen (15) days prior to the intended effective date thereof, which date has been expressed in the notice. Prior to the effective date of any such cancellation, the contractor shall take out new insurance to cover the policies so cancelled. The insurance policies will be delivered to and accepted by the "Political Subdivisions".

FUEL DESCRIPTIONS

Unleaded Gasoline Specification

Unleaded gasoline delivered under this contract will comply with: the American Society of Testing Materials; and unleaded gasoline specification requirements as set forth in the most current revision of ASTM Designation D-439 for gasoline, amended to comply with the regulations of the Massachusetts Department of Environmental Protection; and any other applicable Federal and /or Commonwealth regulations and laws.

ULS Premium Diesel

Ultra Low Sulfur, S15 (<15 PPM), for municipal use on the road including use in 2007 advance emission controlled engines. Fuel to be red dyed with taxes handled as per current procedures at each town. Premium Diesel to be defined by interim standards developed by the National Conference of Weights and Measures (NCWM). The goal of these specifications is to provide a meaningful definition of premium diesel. This is so premium diesel can be:

- Accurately and clearly distinguished from non-premium or "regular diesel".

- Accurately and clearly identified through bills of lading, Invoices, shipping papers, or other documentation

Definition of premium diesel - Five properties shall be included in the definition of premium diesel. All 5 of these properties can be shown to provide an improved benefit to the consumers over D975 spec. They are included below with a brief description.

1. *Energy Content*: Diesel Fuels with higher energy content can provide higher power and increased fuel economy to the consumer. The requirement to meet this criterion is a minimum 138,700 Btu/gallon gross as measured by ASTM Standard Test method D240.

2. *Cetane Number*: Higher cetane diesel fuels have been shown to reduce white smoke, reduce noise, reduce engine misfire, provide easier cold starting, and reduce some regulated emissions in many engine types. The requirement is 47.0, Minimum, Cetane Number as measured by ASTM Standard Test Method D613.

3. *Low Temperature Operability*: Under low ambient temperature conditions, wax can precipitate from diesel causing restrictions in fuel flow that can result in engine stall. For a normal winter, providing a fuel capable of operating at lower ambient air temperatures than the ASTM guidelines may provide a benefit to the consumers in winter operation.

The requirement to meet this criterion is a cold temperature operability measurement equal to the ASTM D975 tenth percentile minimum ambient air temperature charts and maps by:

- Cloud point as determined by the ASTM Standard Test Method D 2500 or
- Low Temperature Flow Test (LTFT) as determined by ASTM Standard Test Method D4539.

4. *Thermal Stability*: Diesel Fuel is increasingly used as a coolant for high-pressure fuel injection systems that can thermally stress the fuel. In some cases, this stress can cause the fuel to degrade and form insoluble materials that can restrict fuel flow through filters and injection systems.

The requirement to meet this criterion is a minimum 80% reflectance measurement using a green filter in the F21-61 stability test (180 minutes, 150 degrees C).

Note: *This test method will soon be reviewed for adoption as an ASTM Standard Test Method.*

5. *Fuel Injector Cleanliness*: The Requirement is as follows:

Fuel must meet:

- CRC rating of 10.0 or less using Cummins L-10 Injector Depositing Test
- Fuel flow loss of less than 6.0% using the Cummins L-10 Injector Depositing Test.

When a detergent additive is used to meet this requirement, the effectiveness must be tested in the test reference fuel (Caterpillar 1-K) in the L-10 test.

If another fuel is used, an L-10 test may need to be run on that specific fuel.

Premium Diesel Identification: All products identified on, bills of lading, Invoices, shipping papers, or other documentation as premium, super, supreme, plus, or premier shall conform to at least 2 of the 5 recommended requirements listed and described above.

An analysis of the products proposed must be attached to the proposal. The analysis shall be that of the laboratory of the refiner and shall be a definite certified analysis currently made and not approximate.

All diesel fuel must comply with the Federal Specifications, General Services Administration; the American Society of Testing Materials; and diesel fuel specifications ASTM D-975 amended to comply with the regulations of the Massachusetts Department of Environmental Protection; and any other applicable Federal and/or Commonwealth regulations and laws.

BIDDING FORMAT

This bid proposal requires vendors to bid on a fixed price. Pricing that is bid as fixed is a fixed price per gallon to be in effect for the duration of the contract.

TAXES

Taxes - State agencies and political subdivisions are specifically exempt from state sales tax and exempt from federal excise taxes. State departments are responsible for state excise tax on gasoline and diesel fuel when it is used in on-road vehicles. The prices quoted shall be exclusive of said taxes. Tax exempt forms will be furnished upon request, or the successful bidder will assist in helping complete the forms.

Additional Taxes/Fees:

The following fees are not to be included in the bid price. They must be shown as separate items on the invoice.

- State excise tax for on-road use
- Federal Oil Spill Liability Trust Fund (OSLTF)
- Federal Leaking Underground Storage Tank (LUST)
- Massachusetts Uniform Oil and Prevention Fee

DETERMINATION OF WINNING AWARD

The bid will be awarded to the responsible and responsive vendor offering the most favorable fixed per-gallon price for each location.

NOTICE OF AWARD

Fixed price bids will be awarded as soon as possible, but no later than twenty-four hours AFTER BID OPENING. Each Political Subdivision will be responsible for executing their own contract with the awarded vendor for their locations.

REQUIRED DOCUMENTS:

The following documents must be submitted with your bid. Failure to include these documents may result in rejection of your bid.

- Certificate of Non-Collusion and Tax Compliance (Attachment B) – *This page is to be the front page of your bid.*
- Bid Form (Attachment C)
- 5% Bid Deposit

ATTACHMENT B

USE THIS PAGE AS COVER SHEET OF YOUR BID
CERTIFICATE OF NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under the law.

In accordance with MGL Chapter 30B, Section 10, I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

COMPANY _____

ADDRESS _____

Signature of Individual Signing Bid
or Corporate Officer _____

Telephone Number _____

Social Security Number or
Federal Identification Number _____

Date _____

*Any person or corporation who fails to execute this document may be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 30B*

ATTACHMENT C

BID SHEET

COUNTY OF BARNSTABLE GASOLINE, BIODIESEL and DIESEL FUEL - FY2012

Do not include any taxes or fees in your bid price.

Estimates provided are for a full year supply of fuel.

SECTION	GALLONS	FIXED PRICE ULTRA LOW SULPHUR DIESEL
Section 3: Town of Brewster	22,862	
Section 5: Eastham	11,000	
Section 11: Dennis Yarmouth Schools	59,316	
Section 14: Upper Cape Technical School	3,000	
Section 16: Town of Bourne (sections b and c)	7,700	
Town of Bourne (section f)	75,000	
Section 20: Town of Mashpee	14,500	

Company Name _____ **Date** _____

Address: _____

Telephone Number _____ **Fax:** _____

Email Address: _____

Signature _____ **Title** _____

Print Name: _____

ATTACHMENT C (cont.)

BID SHEET

COUNTY OF BARNSTABLE BIODIESEL and DIESEL FUEL - FY2012

Do not include any taxes or fees in your bid price.

SECTION	GALLONS	FIXED PRICE GASOLINE
Section 3: Town of Brewster	29,523	
Section 5: Town of Eastham	13,500	
Section 14: Upper Cape Tech	3,000	
Section 16: Town of Bourne, Section a- reg	75,000	
Section 20: Town of Mashpee	32,500	

Company Name _____ **Date** _____

Address: _____

Telephone Number _____ **Fax:** _____

Email Address: _____

Signature _____ **Title** _____

Print Name: _____

SAMPLE AGREEMENT

This agreement made the **XXXX** by and between **XXXXXXXXXXXXX** hereinafter called the "CONTRACTOR" and the Town of **XXXXXXX** hereinafter called the "TOWN".

WITNESSETH, that the Contractor and the County for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all of the materials/services called for in the specifications for:

“Invitation for Bids for **XXXXXXX**.”

ARTICLE 2. TIME PERIOD

- A. This contract is for the period of **XXXXXXX** .
- B. The work to be done under this contract shall be completed: **see “A”**.

ARTICLE 3. THE CONTRACT SUM

The Town shall pay the contractor:

- A. **prices submitted in your bid documents.**
- B. **See “A”**

ARTICLE 4. TIME OF PAYMENT

The Town shall pay the Contractor on original invoices only.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Bid together with this Agreement, form the Contract, and they are as fully a part of the Contract as attached and incorporated herein by reference.

ARTICLE 6. TERMINATION FOR CAUSE

The County may terminate this Agreement, for cause, at any time upon written notice to the other party designating the reason for said termination. Termination shall be effective immediately.

IN WITNESS WHEREOF the parties hereto have executed the Agreement, the day and year first above written.

By: _____
