

## Invitation to Bid

### **Supply Ultra-Low Sulfur Diesel Fuel**

The Biddeford-Saco-Old Orchard Beach Transit Committee (BSOOB) is seeking bid prices to supply ultra-low sulfur diesel fuel to meet its needs for the approximate period from March 1<sup>st</sup>, 2023 to March 1st, 2024.

Sealed proposals are due by 11:00 am on Tuesday November 15<sup>th</sup>, 2022 at the BSOOB Office, 13 Pomerleau St., Biddeford, Maine 04005 at which time they will be publicly opened and read in the conference area of the BSOOB Office. Bidders or their representatives may be present and must adhere to Covid 19 guidelines requiring a mask and social distancing.

### Ultra-low Sulfur Diesel Fuel Bid

Biddeford-Saco-Old Orchard Beach Transit is seeking bid proposals from qualified suppliers to provide the sale and delivery of ultra-low sulfur diesel fuel to its facility located at 13 Pomerleau Street, Biddeford, Maine.

This bid proposal package consists of General Requirements, Specifications and Estimated Needs, Contract and Bid Forms.

All bids shall be submitted on the Proposal Forms included with this bid document. Bids can be submitted in the following ways:

- a. Bids can be mailed or hand delivered in a sealed envelope to the BSOOB office, 13 Pomerleau St., Biddeford, ME 04005. (Bids will NOT be accepted via fax.)
- b. Bids can be emailed to [rcarpenter@bsoobtransit.org](mailto:rcarpenter@bsoobtransit.org) with either a request to confirm receipt via email or a “read receipt” attached to the email submission.

Bids will be opened at 11:00 am on Tuesday November 15th, 2022 in the Conference Room at the BSOOB office, 13 Pomerleau St., Biddeford, Maine.

PLEASE READ ALL SPECIFICATIONS AND REQUIREMENTS OF THIS BID CAREFULLY AS CHANGES, ADDITIONS OR DELETIONS TO THIS BID MAY HAVE BEEN MADE.

BSOOB ASSUMES NO RESPONSIBILITY FOR BIDDERS’ MISUNDERSTANDING OF THE REQUIREMENTS OF THIS BID.

### **General Requirements, Specifications and Estimated Needs**

#### **1. Intent to Bid**

An “Intent to Bid” form is included with this bid package. Please return this form upon receipt to indicate whether or not your firm will be bidding.

## 2. Submission of Bids

Bids must be submitted on the forms included with this bid package. Only bid forms and signature pages should be returned.

Bidders should understand that the submission of a bid represents an offer that may be accepted in part or in whole by BSOOB. The acceptance of a bid either in part or in whole constitutes the formation of a Contract.

A bid may not be withdrawn after the date and time of bid opening and no bids will be accepted after the deadline.

Bids can be mailed or hand delivered in a sealed envelope to the BSOOB office, 13 Pomerleau St., Biddeford, ME 04005. Bids will NOT be accepted via fax.

Bids can also be emailed to [rcarpenter@bsoobtransit.org](mailto:rcarpenter@bsoobtransit.org) with either a request to confirm receipt via email or a “read receipt” attached to the email submission.

## 3. Product Requirements

For the duration of this bid **except as noted below concerning an altered blend for winter use**, Contractor shall sell and deliver first grade ultra-low sulfur diesel fuel for use in over the road vehicles. Delivery shall be to BSOOB’s premises. All product sold or delivered by Contractor shall comply with all Federal, State and local statutes, regulation, ordinances and rules.

***For deliveries made between November 15, 2023 and February 28, 2024, Contractor shall sell and deliver a blend of the product specified in the previous paragraph and kerosene. The blend ratio shall be 80% diesel and 20% kerosene. Delivery and compliance requirement remain the same. Further, BSOOB reserves the right to alter the period and/or the blend ratio, depending on the severity of the winter. Such alterations shall be made in consultation between the parties, with resultant price alterations to be agreed at that time.***

## 4. Needs of BSOOB

BSOOB uses approximately 80,000 gallons of ultra-low sulfur diesel fuel per year. It has one (1) 10,000-gallon tank, located underground in the bus storage area of its front yard.

## 5. Supply of Product

BSOOB shall notify Contractor when it requires delivery of product, with a minimum of two (2) day notice. It is BSOOB’s standard procedure to request deliveries of 8,000 gallons each, but circumstances may occasionally cause deviation from that amount. Should Contractor not deliver product as required and BSOOB is required to obtain the same product or a substitute product from another vendor, all costs incurred by BSOOB related to its efforts to obtain the product or its substitute from another vendor that exceed the contract price shall be paid by Contractor, including costs and reasonable attorneys’ fees incurred by BSOOB to collect the difference.

## 6. Information and Service Requirements

With delivery of a product for the first time, Contractor shall also provide all material data safety sheets for the product, a copy of all the manufacturers’ warranties with the product and the manufacturer’s specifications.

## **7. Contractor Qualifications**

Contractors will have a minimum of two years of directly related experience, must be able to demonstrate the ability to supply the quantities required in this bid, and will furnish a list of references if so requested by BSOOB.

## **8. Prices**

BSOOB is seeking offers to obtain the most favorable prices. Contractors shall include in their offers any and all discounts, trade or otherwise. Prices shall be exclusive of all federal and state taxes, but shall include any applicable federal and state surcharges and fees at the rates in effect at time of bid opening, including but not limited to: Fed Oil Spill Recovery Fee, Fed LUST Tax, ME Cstl Inland Surf Oil Fee and ME Ground Water Fee. These items may be listed separately, but must be included in the total cost per gallon bid. No change in price will be acceptable to BSOOB during the performance of the Contract(s), EXCEPT in the case of governmental addition or change to any fees or surcharges, in which case, Contractor(s) must notify BSOOB and may pass along to BSOOB any such changes, without markup by Contractor(s).

BSOOB desires to place a fixed price contract(s) for (80,000 gallon) requirement of the item included in this bid, but is aware that the market for such items is volatile. Therefore, bidders shall base the prices bid on the best price that would be offered at the opening of business on Friday Nov 11th, 2022. Use of a standard market time will be used by BSOOB to determine the lowest responsible bidder(s) for award of the Contract(s). Then, BSOOB will obtain the current best price from the lowest responsible Contractor(s) and execute the award(s) for the required quantities.

## **9. Insurance**

Contractors shall be required to have during the full term of this contract adequate insurance to ensure that BSOOB is protected from any and all liability and damage, whether willful or not, resulting from negligence, error of omission on the part of Contractor of any subcontractor engaged by Contractor. Such coverage may include, but shall not be limited to, Workers Compensation, Employer Liability, Product Liability, Comprehensive and Property Damage.

## **10. Bid Award(s)**

Bid awards are made on the basis of a combination of considerations – price, service, vendor reputation, prior performance, if applicable, and ability to meet the terms of this Contract. Bidders should understand that although price is an important consideration, it is not the sole determining factor in making any bid award.

BSOOB reserves the right to accept or reject any or all offers, cancel the request for offers and to submit another request for offers, whichever is in its best interest.

## **11. Subletting**

Contractors shall not assign, transfer, convey, sublet or otherwise dispose of its Contract or its right, title, or interest therein to any other person, firm or corporation without prior written of BSOOB. In no case shall any such consent relieve the Contractor from its obligations or change any of the terms of the Contract.

## **12. Bid Performance**

Contractor agrees to bear all costs incurred by BSOOB arising from the failure of Contractor through omission or commission to comply with all Federal, State and local statutes, regulations, ordinances or rules. Contractor further agrees to hold BSOOB harmless and to indemnify

BSOOB for these costs as well as all costs of collection, including but not limited to reasonable attorneys' fees.

If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of this Contract, BSOOB may terminate Contract by written notice to Contractor. The notice shall specify the acts of omissions relied on as cause for termination. BSOOB shall pay Contractor fair, equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to Contractor, Contractor will remain liable after termination and BSOOB may collect damages, including costs of collection and reasonable attorney's fees.

### **13. Equal Opportunity**

BSOOB is an equal opportunity employer and shall not discriminate against an applicant as to race, creed, age, sex, sexual preference, disability, national origin, religion, veteran status, political affiliation or any other basis prohibited by law. Vendors and contractors or their agents doing business with BSOOB shall not violate the above clause or the Civil Rights Act of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract.

BSOOB has adopted a Minority Business Enterprise DBE/WBE Program. This program establishes a goal for DBE/WBE participation in BSOOB's total procurements.

### **14. Federal Transit Administration Clauses**

Federal Transit Administration Clauses relevant to the procurement of materials and supplies are hereby incorporated into this specification by reference. Please see Appendix A for a listing of those clauses.

Bidders are required to submit written or printed proposals on the accompanying form(s), signed by a person empowered to make all authorized decisions on behalf of the Bidder.

### **15. Additional Information**

Bidders needing more information than is found in these specifications should contact:

Rod Carpenter, Deputy Director  
(207) 282-5408 or [rcarpenter@bsoobtransit.org](mailto:rcarpenter@bsoobtransit.org)

**Appendix A – Required Federal Transit Administration Clauses**

1. Fly America
2. Buy America
3. Cargo Preference
4. Energy Conservation
5. Clean Water
6. Lobbying
7. Access to Records and Reports
8. Federal Changes
9. Clean Air
10. Recycled Products
11. No Government Obligation to Third Parties
12. Program Fraud and False or Fraudulent Statements and Related Acts
13. Termination
14. Government-Wide Debarment and Suspension
15. Privacy Act
16. Civil Rights
17. Breaches and Dispute Resolution
18. Disadvantaged Business Enterprises
19. Incorporation of Federal Transit Administration Terms

NOTE: Not all of the above listed clauses are necessarily applicable to this purchase.

Regulations governing purchases such as this may be found in the Code of Federal Regulations, online in 2 CFR Part 200.326 and Appendix II to 2 CFR Part 200.

**Excepted all Clauses regarding BSOOB Transit Fuel Bid:**

Company Name: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## NOTICE OF INTENT TO BID ON DIESEL FUEL

**Firm:** \_\_\_\_\_ **WILL** \_\_\_ **WILL NOT** \_\_\_  
submit a bid to furnish the above-referenced product.

This request for information is being sent to you and to other product providers to assist us in determining who will be submitting a bid.

**Whether or not you choose to submit a bid at this time, please return this form if you wish to be retained on our list of bidders.**

\_\_\_\_\_ We are not submitting a bid this year, but please keep us on your list of bidders.

\_\_\_\_\_ You may remove us from your bidders list (NOTE: Firms who do not return this form will be automatically removed from our bidder list).

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

**Please return this form immediately upon receipt (by mail or email) to:**

Rod Carpenter, Deputy Director  
Biddeford-Saco-Old Orchard Beach Transit  
13 Pomerleau St.  
Biddeford, ME 04005

Email: [rcarpenter@bsoobtransit.org](mailto:rcarpenter@bsoobtransit.org)

**DIESEL FUEL BID**  
**For the Contract Period Beginning Approximately March 1<sup>st</sup>, 2023**

**ASSURANCES**

The undersigned agrees to:

1. Furnish BSOOB with products in accordance with the bid requirements and specifications contained herein and in quantities required by them and at prices bid from approximately March 1<sup>st</sup>, 2023 through March 1<sup>st</sup>, 2024 commencing with the runout of BSOOB's current supply contract and ending with the runout of the amount specified in this bid.
  
2. To comply with the reporting requirements contained in this bid.

All prices quoted in the Proposal Form shall be firm for the term of the contract except as otherwise may be provided in the bid requirements.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

**DELIVERY:** We are able to and will deliver product as required in the specifications: **YES NO**

**CONTACT INFO:** Names and/or telephone numbers BSOOB should contact for questions or information requests:

Orders: \_\_\_\_\_

Delivery: \_\_\_\_\_

Billing: \_\_\_\_\_

**BID TERMS AND CONDITIONS:** If different from those in specifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRICING:**

Pricing offered is the best fixed price that would be offered to BSOOB as of the opening of business on Friday November 11th, 2022 for the period and quantities requested and include all current required surcharges, fees and delivery.

Included in the total price per gallon below are (check all that apply):

\_\_\_ Fed Oil Spill Recovery Fee of \$ \_\_\_\_\_ per gallon

\_\_\_ Fed LUST Tax of \$ \_\_\_\_\_ per gallon

\_\_\_ ME Cstl Inland Surf Oil Fee of \$ \_\_\_\_\_ per gallon

\_\_\_ ME Ground Water Fee of \$ \_\_\_\_\_ per gallon

\_\_\_ Other (specify) \_\_\_\_\_ of \$ \_\_\_\_\_ per gallon

Ultra-low Sulfur Diesel Fuel total price per gallon \$ \_\_\_\_\_ as of above date

*Additional cost for 80/20 winter blend as specified* \$ \_\_\_\_\_ per gallon

Printed Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

(Owner of authorized representative of owner)