

12PSX0418, Exhibit A
**Purchase and Receipt of Delivery of Bio-Diesel (B20) for the Connecticut Department of Transportation &
the University of Connecticut Motor Pool**

INDEX OF ABBREVIATIONS

B20	Bio-Diesel Fuel
CLIENT AGENCY	State of Connecticut, Department of Transportation, University of Connecticut
ConnDOT	State of Connecticut, Department of Transportation
F.E.I.N.	Federal Employee Identification Number
E.P.A.	Environmental Protection Agency
ASTM	American Society for Testing and Materials
CP	Cloud Point
CFPP	Cold Filter Plugging Point
DAS	State of Connecticut, Department of Administrative Services
TMU	Tank Monitoring Unit
DPUC	State of Connecticut, Department of Public Utility Control
DEP	State of Connecticut, Department of Environmental Protection
CGS	Connecticut General Statute
UConn	University of Connecticut

OVERVIEW

This Invitation to Bid (ITB) is intended to fulfill the State of Connecticut Client Agencies, Department of Transportation's (ConnDOT), requirements for the purchase of seven hundred thousand (700,000) gallons of Bio-Diesel (B20) and the University of Connecticut's (UConn) purchase of one hundred thirty thousand (130,000) gallons of B20. The contract period will be for a term that will incrementally expire for each Client Agency when each has taken receipt of their specified quantities stated above. Therefore, a Client Agency's requirement may expire prior to the other. It is estimated that the amounts required will be depleted within a one year time period.

At the time of this bid, ConnDOT owns and operates the eighteen (18) B20 fueling sites as follows:

- * Station 201, Darien, Brookside Drive 10,000 gallon tank
- * Station 204, Milford, 440 Banner Drive 6,000 gallon tank
- * Station 209, Old Saybrook, 660 Middlesex Tpke. 10,000 gallon tank
- * Station 506, Haddam, Saybrook Rd. 4,000 gallon tank
- * Station 514, Beacon Falls, Route 42 two (2) 4,000 gallon tanks
- * Station 519, Danbury, Stadley Rough Dr. 6,000 gallon tank
- * Station 548, Willington, 41 Tolland Tpke. 4,000 gallon tank
- * Station 560, Windsor, Bloomfield Ave. 6,000 gallon tank
- * Station 566, Putnam, 3 Industrial Park Rd. 8,000 gallon tank
- * Station 570, Winchester, Route 800 6,000 gallon tank
- * Station 576, Trumbull, 576 Nichols Ave. 4,000 gallon tank
- * Station 1548, Meriden, Miller Ave. 4,000 gallon tank
- * Station 590 235 Oak Street Glastonbury, CT 4,000 gallon tank
- * Station 211 171 Salem Turnpike, Norwich, CT 4,000 gallon tank
- * Station 569 311 State Street North Haven, CT 4,000 gallon tank
- * Station 578 100 Chase River Road Waterbury, CT 8,000 gallon tank
- * Station 541, Wethersfield. 501 Goff Road, 10,000 gallon tank
- * Station 564, East Hartford, 161 Clement Road, 10,000 gallon tank

At the time of this bid, UConn owns and operates one (1) B20 fueling sites as follows:

- * UConn Motor Pool, 9 North Hillside Road, Storrs, CT 06269.

ConnDOT reserves the right to add additional facilities to the contract at any time during the term of the contract. However this shall not increase the required 700,000 gallon quantity.

PRODUCT and SERVICE REQUIREMENTS

- Bidders are required to complete the Attachment A –1 Bidder's Information Sheet and include it with their bid submittal.
- Bidders are responsible for having all necessary equipment for the safe and proper handling, transportation and delivery of B20 in accordance with all applicable State and Federal Regulations.
- Blending of B20 shall be done so utilizing preferred and best practices to ensure that the delivered product is B20 compliant prior to being dispensed from vendors' delivery vehicle to the Client Agency's storage tanks. Blending the product at the delivery or destination point will not be acceptable.
- The product being bid and awarded under these requirements will meet the American Society for Testing and Materials (ASTM) standard D 6751 of latest issue prior to blending with petrol-diesel. Bidder shall provide with the bid response, certification by an independent laboratory and certified lab analysis supporting B100 compliance to this specification of 1° C or lower.

- Upon the State's request, continued lab analysis of deliveries thereafter will be made available to the Client Agency
- If a shortage should occur during the contract period, the Department of Administrative Services (DAS) Procurement Services may waive the ASTM standard fuel specifications requirement of this contract.
- Feedstock offered as the bio component of the product is subject to review by the Client Agency prior to a contract award.
- Bidder shall provide credibility by certification with the bid supporting that the Bio-Diesel Producers and Marketers are registered under the BQ-9000 fuel quality program developed by the National Bio-Diesel Accreditation Commission. They shall also provide when requested, written assurance with their bid that the terminal locations being utilized to provide product are being operated consistent with the BQ-9000 fuel quality program at such other certified facilities and or terminals
- Delivered B20 Bio-Diesel must have a Cloud Point (CP) and Cold Filter Plugging Point (CFPP) required for the geographical region and the time of year the fuel is being delivered. The fuel will be used in emergency snow removal equipment that is subject to cold weather operations. The Vendor shall provide written documentation of the CP and CFPP and all other Diesel Fuel properties with the bid response and if awarded with delivered load(s) when requested by the Client Agency Fuel Control Division.
- In the event a malfunction occurs due to product quality, the vendor shall be responsible for repairing any and all equipment to include diesel powered on and off road equipment, underground tanks and dispensers that have been subjected to the fuel no later than (2) days after the Client Agency has informed the vendor of such a malfunction.
- Winter blend Bio-diesel (B20) shall be an appropriate blend of diesel, kerosene and B100 to achieve at all times a resulting B20 bio diesel with the required CP and CFPP. Performance. Additives are not permitted.
- It is the sole responsibility of the vendor to insure the proper method and appropriate quantities blended are conditioned to the appropriate ambient temperature to avoid cold weather starting difficulties of equipment in the winter months while maintaining a B20 product.
- A certification of analysis of B100 received by the vendor prior to shipment to the facilities must be provided to the Client Agency.
- When requested by the Client Agency, failure to comply may result in refusal of receipt of product.

QUANTITIES

It is anticipated that the Client Agency may add facilities requiring deliveries of Bio-diesel during the term of this contract. The Client agency reserves the right to re-direct portions of the awarded quantities to those locations when authorized.

REPORTING:

The awarded vendor will be responsible for working with the Client Agency regarding AFV credits based on the amount of Bio-diesel purchased in accordance with EPA regulations. This will include, but not be limited to providing written confirmation and completion of necessary forms required showing proof of purchase of an alternative fuel.

Awarded vendor shall provide upon request a "Model Year" report to the Client Agency detailing the amounts of Bio-Diesel utilized.

The awarded vendor shall notify the CT DAS of all quantities delivered at the end of each month throughout the term of the contract period. This notification shall be sent to Paul Greco, DAS Contract Specialist at paul.greco@ct.gov

DELIVERY

METERS: Delivery of B20 will be metered at the delivery point. Delivery trucks must be equipped with meters to accurately measure the quantity of fuel. The meters must be sealed in accordance with regulations established and enforced by the state government in which the delivery truck is registered. The Client Agency reserves the right to cancel and/or refuse deliveries from any vehicle with a broken or unsealed meter. All meters must be equipped with a ticket printer which will provide an accurate accounting of the amount of fuel delivered on a printed receipt. Delivery tickets will be locked in the printer from the start of the delivery until the delivery is completed and recorded. Printed receipts at the time of delivery must contain the following information:

- Client Agency fuel station number and location
- Client Agency assigned Purchase Order number
- Type of product
- Vendor name and address
- Delivery date
- Truck motor vehicle registration number
- Before and after stick reading
- Before and after meter reading
- Signature of vendor representative making delivery
- Signature of agency representative receiving product (if available)

DELIVERY SCHEDULE

The awarded vendor will be responsible for delivery of B20 on the days and times specified by the Client Agency. The awarded vendor will be responsible to insure their company representative delivering product to any Client Agency fuel facility provides constant surveillance at the point of product transfer and is aware of the following emergency procedure:

- **PRODUCT SPILLS DURING NORMAL WORKING HOURS – NOTIFY SUPERVISOR ON SITE** and immediately report to the Department of Environmental Protection – Spill Incident Field Operations at 860-424-3377.
- **PRODUCT SPILLS BEFORE OR AFTER NORMAL WORKING HOURS – Immediately report to the State Police Troop nearest to the location of the spill (In accordance with State Statute 22A-450). Utilize either the Emergency Spill Reporting twenty-four (24) hour line at 860-424-3338 or dial 911.**

Note: UConn delivery times are 6:30 AM through 2:30 PM. No after hours deliveries are acceptable unless authorized by the Client Agency Representative Michael Zambo at 860-486-3029.

STICKING TANKS

The awarded vendor will be required to have the driver stick the B20 tank BEFORE and AFTER EACH DELIVERY in the presence of an authorized representative (if available). The stick reading for both fuel and water must be noted on the delivery ticket.

FILLER CAPS

B20 filler caps are yellow and clearly marked B20. It will be the awarded vendor's responsibility to place B20 in the appropriately designated tanks. If the product is placed in the incorrect color coded tank or in a non-color coded tank in error, the vendor will be held liable for the cost of removing the product and any and all damage which may arise from the error. Vendor representatives are cautioned to seek assistance from a Client Agency representative if they are unsure of the location of the B20 tank.

TANK ACCESS

The awarded vendor will be supplied with a key to unlock the filler cap at the designated Client Agency's fueling facilities. If the filler caps or locked padlocks are damaged by the awarded vendor's driver due to forcing the lock with a foreign object, the awarded vendor will be charged for the cost of all repairs.

OVERFILLED STORAGE TANKS

Tank Monitoring Units (TMU) dictate the amount of product (B20) that a tank can hold. Since the TMU manufacturer's optimum percent of tank capacity varies by manufacturer, Client Agencies orders fuel based on tank capacity of 90%. If the awarded vendor overfills a storage tank, the awarded vendor will be responsible for any and all damages incurred to the TMU, cleanup of the area and proper removal of cleanup products.

The awarded vendor is required to make a delivery of the entire product quantity within two (2) working days after notification. Working days are hereby defined as weekday or workday deliveries. If the product is not received within two (2) working days, the State will exercise its right to purchase product from the open market and the awarded vendor will be held liable for the price difference. The decision of the Client Agency is final.

SUBCONTRACTING VENDORS

The Client Agency reserves the right to deal directly with any vendor who is subcontracted by the awarded vendor for the purpose of fuel delivery under the requirements of this contract. This is required to insure that the client agency is dealing directly with the vendor that is performing the services and that the delivery of product is made in compliance with the contract. It will be understood and agreed that direct communications between subcontractors and the Client Agency shall not release the awarded vendor of primary and sole responsibility of contract performance.

PAYMENTS

Payment for B20 fuel delivered to the Client Agency will be based on the gallons noted on the **METERED PRINTED TICKET**. If in the opinion of the Client Agency, there is any issue pertaining to accountability of the delivered product, the Client Agency reserves the right to require the awarded vendor or subcontractor to produce the terminal ticket.

If the terminal ticket indicates a greater amount of product loaded into the truck at the terminal, then the awarded vendor will be required to furnish delivery tickets to account for the entire amount of product loaded at the terminal and so indicated on the terminal ticket. In this occurrence, the awarded vendor will have no more than eight (8) hours after notification to provide the required documentation.

SAMPLES & TESTING

The Client Agency reserves the right and will take samples at any time prior to the product being metered into the Client Agency storage tanks. The purpose is to determine product suitability for use in the Client Agency equipment and to confirm the product's compliance with specifications. Such tests will include Flash Point, Water and Sediment, Cloud Point, Acid Number, Oxidation Stability and Bio Diesel Content. An authorized Client Agency representative will oversee the collecting of the sample from the awarded vendor's delivery truck prior to filling the storage tank. Sample cans will be provided by the Client Agency.

The Client Agency will have the sample tested at an independent laboratory of its choice and will assume the cost of the testing if the product quality meets or exceeds the application specification. If the product quality does not comply with the applicable specification, the awarded vendor will be responsible for the cost of the test, removal of the product and any and all incurred damages (See **ADJUSTMENTS**).

DEMURRAGE

Demurrage charges will be specified by the Bidder on the Proposal Schedule. Demurrage is defined as any delivery time delays caused by the receiving agency in excess of the one (1) hour free time indicated under Department of Public Utility Control(DPUC) regulations. Demurrage charge will not affect the contract award determination except in the case of a tie bid. All demurrage charges must be documented by an authorized Client Agency representative (if possible) by so noting the reason for the delay and the length of time on the delivery ticket at the time of occurrence. In the event no one is at the Client Agency fueling site, the Vendor must notify the applicable ConnDOT Fuel Control unit at 860-594-2263 or 860-594-2264 or UConn at 860-486-3029.

The Client Agency's Fuel Control unit will assist in rerouting the product that is unable to be delivered. The one (1) hour free time will begin when the Client agency Fuels Control unit is notified. In the event a delivery cannot be made due to improper ordering and/or it is before or after normal working hours Monday thru Friday 8:00 A.M. to 3:30 P.M., the Vendor must submit a copy of the terminal ticket and delivery ticket to account for the product listed on the terminal ticket before a demurrage charge will be considered for payment by the Client Agency.

Demurrage is not applicable to any other delivery situations for any reason except delivery time delays at the Client Agency fueling site in accordance with that on the previous page.

REMEDY OF NON COMPLIANCE

If B20 is tested by an independent laboratory and the product is deemed unsuitable, then testing, product removal, tank cleaning, proper disposal of the product and replacing the contaminated product costs will be at the awarded vendor's expense. The Client Agency will exercise its right to purchase B20 from the next acceptable low bidder and the awarded vendor will be liable for any and all additional cost(s) incurred for the remainder of the contract term. The decision of the Client Agency will be final.

Whenever damages and/or losses to equipment result from B20 that does not meet the Client Agency's specifications noted herein, the Vendor will be charged for said damages and/or losses and further shipment(s) will be suspended until the Client Agency is satisfied that the B20 is acceptable per specifications. Any additional costs resulting to the Client Agency will be charged to the Vendor. No payments will be rendered for B20 that does not meet the Client Agency's specifications. The decision of the Client Agency will be final.

BID PRICES

One fixed price per gallon for a complete blended product purchased and delivered at all Client Agencies current and potential added on locations is required. Net prices shall include all costs incidental to the loading and delivery into State storage tanks both current and future with all labor, equipment, tools, blending of and including the Bio-diesel fuel. The Gross Receipts Tax Shall not be included in the fixed price offering at time of bid. Additional discounts will be taken as offered.

PRICE ADJUSTMENTS

It is understood that the awarded fixed price will not be subject to any increase over the term of the resulting contract award.

ConnDOT PAYMENTS

The Vendor is to promptly mail their invoices after deliveries of B20 to:
State of Connecticut
Department of Transportation
Fuels Control Unit
2800 Berlin Turnpike
Newington, CT 06131

Payment questions, issues or concerns should be directed to the Fuels Control unit by calling 860-594-2263 or 860-594-2264, Monday through Friday 7:30 A.M. to 3:30 P.M.

ConnDOT ORDERING PROCEDURES ConnDOT's ordering procedures are by fax only and are outlined below:

- Routine orders are faxed to the Vendor by 9:00 A.M. daily.
- ConnDOT Order Sheets include the following:
- Station number and location.
- Number of gallons of B20 required.
- Required delivery date.
- Contract Vendor name.

When the faxed order confirmation is received, it is kept with the Order Sheet.

Unless otherwise specified, delivery of B20 will be within the two (2) working day requirement. If the awarded vendor is unable to meet this requirement, the awarded vendor must immediately contact the ConnDOT Fuels Control unit by phone at 860-594-2263 or 860-594-2264.

From November 1 to April 30 each year, ConnDOT maintains fifty percent (50%) tank capacity at all its B20 facilities. Bidders are advised to be aware of this procedure and understand that ConnDOT will not modify this procedure for any reason.

From May 1 to October 31, ConnDOT maintains twenty-five percent (25%) tank capacity at all B20 facilities under its jurisdiction. Bidders please take notice that the two (2) working day period is critical to B20 inventory levels as ConnDOT is responsible for civil preparedness and homeland security activities.

The Vendor is not to deliver any quantity over the amount ordered without approval from the ConnDOT Fuels Control unit, phone numbers: 860-594-2263 or 860-594-2264.

BIDDER QUALIFICATIONS AND BASIS OF AWARD:

The State reserves the right to take into consideration the following: Bidders are required to provide with their bid response, all documentation supporting the following.

- One fixed price per gallon for all Client Agency required quantities (Exhibit B).
- Availability of the materials and quantities with respect to the location of the plants or storage points
- Vendor past performance - emphasis on established reputable distributors/dealers, to include current or previous customer accounts for like product(s).
- Ability of vendor to service the State for both Routine and Emergency delivery needs
- Ability to comply with product specifications including but not limited to ASTM D6751 specifications, pour point requirements, DOT Vehicle Manufacturer warranties, CP and CFFP requirements, etc.
- National Bio-Diesel Accreditation Commission and all relevant certifications.
- Favorable Federal Highway Administration Safety Status review for vehicles weighing over 18,000 lb GVW as determined by the CT Department of Motor Vehicles.
- All Federal and State required permits and licenses to operate and deliver fuel(s)
- Identification off Fleet and or Transport vehicle to be utilized for this service.
- All motor transports and tank wagons owned or subcontracted by the awarded vendor and used to deliver bio-diesel product must have the dispensing meters certified every six (6) months by the State in which the company is doing business. Bidder must furnish proof that the meters used on the delivery trucks have been sealed and certified and their company is in compliance with all CT Consumer Protection applicable regulations for the term of this contract. Proof must be SUBMITTED WITH THE BID RETURN.

CHANGE OF ADDRESS:

In the event that the awarded vendor re-locates, updates telephone and fax numbers, changes name, contacts or e-mail addresses, the vendor shall inform the State of such changes in writing. The State will not be held responsible if payments or purchase orders are delayed due to additional routing caused by lack of such notification. Any change must be immediately forwarded to:

CT State Office Building
165 Capitol Ave.
Hartford, CT 06106
Department of Administrative Services, 5th floor South
Attention: Paul Greco, DAS Contract Specialist
E-mail: paul.greco@ct.gov

CANCELLATION:

The State reserves the right to cancel any unfulfilled portion of the contract if the product supplied by the awarded vendor is not satisfactory, does not perform, or is not in compliance with established bid terms and conditions.

BID RESPONSES:

Solicitations shall be submitted electronically online through their company's Biz-Net Account by the bid due date and time only. No documentation shall be submitted by hard copy, fax or email unless requested by DAS. A link is provided below for instructional information in how to create a Biz-Net Account and how to submit a bid response.

<http://das.ct.gov/cr1.aspx?page=371>

*** Important: In an effort to expedite a prompt contract award decision, Bidders are strongly encouraged to provide the US DOT # of the trucking firm being utilized to deliver the fuel to paul.greco@ct.gov prior to submitting their electronic bid to DAS Procurement Services on the due date.**

This will assist in the ability to expedite such safety statistic reviews in a more timely manner so as not to negatively affect volatile fuel pricing.

QUESTIONS:

Questions regarding this bid should be submitted in writing prior to the bid opening date to: paul.greco@ct.gov
Verbal responses shall be considered non-binding.