



City of New London
 13 Masonic Street
 New London, CT 06320
 Telephone: (860)447-5215
 FAX: (860)447-5297

Request for Quotation
 Page 1 of 9
THIS IS NOT AN ORDER

Date and Time Bid Required July 9, 2013 at 2:00 P.M.	Return Bid Attention of William R. Hathaway	Bid No. 2014-01	Date Issued June 25, 2013
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Bidder Name and Address

Telephone: _____
 Fax: _____
 E-mail: _____

Please quote your prices on the commodities or services listed below. All prices must be FOB Destination. You must show Unit Price, Amount and Total or bid may be rejected.

The City of New London is exempt from the payment of all Federal Excise Taxes and from the State of Connecticut Sales Tax, so do not include them in your prices.

The City of New London reserves the right to reject in whole or in part any or all bids submitted.

The attached Standard Bid and Contract Terms and Conditions shall become a part of any resultant contract award.

Submitted By: _____
 (Print Name)

Signature: _____

Title: _____

Item No.	Description	Unit of Measure	Quantity	Unit Price	Amount
1	Ultra low sulfur diesel fuel as specified for the period through June 30, 2014	GAL	96,000	\$	\$
<p>Please note: Response to this Request for Quotation must be submitted in writing prior to the due date and time and address stated above. Response received after Date and time stated above shall not be considered for Award.</p> <p>Responses must be enclosed in a sealed envelope Addressed to the City of New London and clearly Marked as 2014-01 Ultra Low Sulfur Diesel Fuel.</p>					



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Department of Finance-Purchasing Agent
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PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Invitation for Bids

Bid No.: 2014-01

Ultra Low Sulfur Diesel Fuel

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures and will ensure that you receive any addendum that may be issued.

Date Issued: 06/25/2013

Date documents received: _____/_____/_____

Do you plan to submit a response? Yes _____ No _____

Print or type the following information:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)447-5297

E-mail: whathaway@ci.new-london.ct.us

Fax this sheet only. A cover sheet is not required.



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Specifications for Ultra Low Sulfur Diesel Fuel

The City of New London (City) is soliciting bids for the purchase of 96,000 gallons of ultra low sulfur diesel fuel for all municipal vehicles for the period from the date of award through June 30, 2014. The contract end date may be extended if the total number of gallons has not been delivered by June 30, 2014. The City reserves the right to extend this contract for up to two (2) additional one (1) year periods at terms mutually agreeable to the City and the vendor.

The vendor awarded the contract to supply diesel fuel shall be required to make deliveries on an as needed basis as determined by the City's Public Works Department representative.. The City reserves the right to change the locations, tank sizes and quantities used. Vendors shall be expected to accept such changes without adjustment to the contract price.

Qualifications of Bidders

All bidders must have at least one (1) fuel terminal located within the state of Connecticut from which they have an agreement to obtain product. Bidders are to submit the name and address of the terminal located in Connecticut, and the name and telephone number of a contact person at the terminal. Bidders are to submit a certificate to confirm that they have an agreement with said petroleum fuel terminals within the State of Connecticut. The City reserves the right to confirm these certificates throughout the term of this contract.

All bidders shall be established dealers and distributors that have been in the operation of selling diesel fuel for a minimum of two (2) years. The successful vendor shall be liable for any damages or injuries caused by the vendor, its agents, employees and contractors in the performance of the contract with respect to City buildings, grounds and equipment, including product spills during delivery. The vendor shall comply and honor all applicable local, state and federal laws and regulations applicable to the sale, delivery and transport of the product described in this bid.

Additional Requirements

Meters – Delivery of fuel shall be metered at the delivery point. Diesel fuel delivery trucks must be equipped with meters to accurately measure the quantity of fuel delivered. The meters must be sealed in accordance with regulations established and enforced by the State of Connecticut Department of Consumer Protection, Division of Weights and Measures. The City 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 that shall provide a printed receipt with an accurate accounting of the fuel delivered. Delivery tickets shall be locked in the printer from the start of delivery until the delivery is completed and recorded.

Printed receipts shall contain the following information:

- City of New London delivery location
- Street address
- Product type
- Vendor's name and address
- Delivery date
- Vehicle registration number
- Signature of a City of New London representative
- Signature of the vendor representative making the delivery



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All motor transports and tank wagons owned or subcontracted by the awarded vendor and used to deliver diesel product must have the meters certified every six (6) months by the State of Connecticut, Department of Consumer Protection, Division of Weights and Measures.

Prior to purchase order issuance the awarded vendor shall furnish proof that the meters used on its delivery trucks have been sealed and certified and its company is in compliance with all State of Connecticut, Department of consumer Protection applicable regulations for the term of the contract.

Vapor Recovery Systems – All bidders shall ensure that all necessary equipment is available to handle Stage 1 and Stage 2 vapor recovery systems as applicable. The awarded vendor shall utilize the proper equipment and use the system to comply with State of Connecticut, Department of Environmental regulations.

DMV Vehicle Safety Requirements – Vehicles used for the delivery of diesel fuel shall not be in violation of any State of Connecticut, Department of Motor Vehicles or Federal Motor Carrier Safety Administration safety regulations. Vendor performance may be subject to State of Connecticut, Department of Motor Vehicle review. An unsatisfactory compilation of safety regulation violations over the past thirty (30) months may result in rejection of your firm's bid or contract termination.

Delivery Schedule – Deliveries shall be made on an as needed basis as determined by the City's Public Works Department. Requested deliveries shall be made within twenty-four (24) hours of the request. The minimum delivery requested by the City shall not be less than 2,000 gallons. Special attention must be paid to the Public Works Department with regard to predicted winter storms.

Routine deliveries shall be made Monday through Friday from 7:30 A.M. to 4:00 P.M.

Spillage – The successful vendor shall be responsible for ensuring that its company representative delivering product to the City facility provides constant surveillance at the point of product transfer and in accordance with the following emergency guidelines:

FOR PRODUCT SPILLS DURING NORMAL BUSINESS HOURS – The following people and/or agencies shall be notified:

The site facility supervisor

The City of New London Fire Department, Tel.: (860)447-5252

The State of Connecticut Department of Environmental Protection Emergency Spill Reporting Office, Tel.: (860)424-3338

FOR PRODUCT SPILLS AFTER NORMAL BUSINESS HOURS – The following people and/or agencies are to be notified:

The site facility supervisor (if possible)

The City of New London Fire Department, Tel.: (860)447-5252

The State of Connecticut Department of Environmental Protection Emergency Spill Reporting Office, Tel.: (860)424-3338

Declared Emergency – In the event the City is preparing for an emergency as designated by local, state or federal officials, the City shall notify the vendor by telephone and request that the fuel tank be "topped off". The delivery shall be made as promptly as possible. The awarded vendor shall be subject to provide delivery under any conditions providing truckers of similar vehicles are maintaining their trucks on the road



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Filling of Tanks – If the vendor places the product in the wrong tank it shall be liable for all costs associated with removal of product from the tank and all other costs that are incurred as a result of its error. The vendor's representatives should contact the on-site supervisor if they are unsure of the location of the tank.

Tank Location – The City's diesel fuel tank is located at the Public Works Complex, 109 Crystal Avenue, New London, CT. Tank capacity is 10,000 gallons.

There is also a 1,000 gallon fuel tank in the Shaw's Cove Pumping Station, 440 Bank Street, New London, CT.

Tank Access – The City shall make every effort to ensure that access to the tank is kept clear of debris and free from obstacles.

Tank Overfill – The successful vendor shall be responsible for any overfilling of tanks and for any and all damages and costs incurred. It shall also be responsible for all costs related to the complete clean-up of the area and for the proper removal and disposal of all clean-up products and contaminated materials.

Performance Bond – The awarded vendor shall be responsible for posting a performance bond from a surety company licensed to do business in the State of Connecticut, or an irrevocable letter of credit from a bank equal to twenty-five percent (25%) of the contract price. The bond will be held by the City of New London for the entire contract to protect and ensure deliveries on all open orders from the awarded vendor.

Sample and Testing

At any time, the City reserves the right to take samples prior to the product being metered into the City's tank. The purpose is to determine product suitability in compliance with the State of Connecticut's recognized specifications and standards. The City shall have any and all samples tested by an independent laboratory of its choosing.

Whenever delivered product is deemed unsuitable by the independent testing laboratory, the vendor shall be responsible for the testing costs, product removal, tank cleaning and all product disposal costs. Unsuitable product shall be disposed of in accordance with all local, state and federal laws and regulations. The City may also exercise its right to obtain product from another bidder and the vendor awarded the bid shall be liable for any additional costs incurred by the City.

Whenever product is tested by the City utilizing an independent laboratory and it is deemed suitable, the city shall assume the testing costs.

Whenever damages and/or losses to equipment result through product that does not meet specifications, the vendor shall be charged for damages and/or losses and further shipment shall be suspended until the City is satisfied that the products are acceptable per specifications. Any additional costs resulting to the city shall be charged back to the successful vendor. No payments shall be rendered for any product that does not meet specification. The decision of the City shall be final.

Bid Price – All bidders shall provide a fixed cost per delivered gallon, excluding the petroleum Company Gross Earnings Tax and the L.U.S.T Tax. These taxes shall be added as line items on the invoice.



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Standard Invitation for Bids (IFB) and Contract Terms and Conditions

All Invitations for Bids issued by the City of New London (City) will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.

Incorporated by reference into this contract are the provisions of Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London.

The contractor agrees to comply with the Code of Ordinances as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

1. Bids must be submitted on forms supplied by the City of New London. Telephone, facsimile or e-mail bids will not be accepted in response to an Invitation for Bids. An original and one (1) copy of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time bids are to be opened are given in each Invitation for Bids issued. Bids received after the specified date and time of the bid opening given in each Invitation for Bids will not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the bid opening. The name and address of the bidder should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the bid. Amendments to bids received by the Purchasing Agent after the date and time specified for the bid opening shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids for the bidder shall sign all bids. Unsigned bids shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation for Bids.
5. Alternate bids will not be considered. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the Invitation for Bids.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Invitation for Bids and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

Standard Invitation for Bids (IFB) and Contract Terms and Conditions

10. All bids will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

11. Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. Bonds must meet the following requirements: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are “doing business as”; Individual – must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Bid Bond – Ten percent (10%) due at time of bid for all contract services and public works/construction projects that exceed twenty thousand dollars (\$20,000.00)

Performance Bond – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Labor and Material Payment Bonds – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Award

12. Award of this contract will be made to the lowest responsible bidder and will be based on net cost and City specifications. The City of New London reserves the right to award this contract to other than the low proposer and to make multiple awards if deemed in the best interest of the City.
13. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible bidder if its bid is within fifteen percent (15%) of the low bid and it is willing to accept the award at the low bid price. Any bidder claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

Other Requirements

16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.
17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)

Contract

18. The existence of a contract shall be determined in accordance with the requirements set forth above.
19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
21. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
22. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Products or Completed Operations - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations – Two million dollars (\$2,000,000.00) each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property) – One million dollars (\$1,000,000.00) combined single limit for each accident.

Workers' Compensation Coverage - Will be in accordance with State of Connecticut requirements at the time of bid.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the contractor.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the contractor or subcontractor coming onto the work site.

All insurance policies shall be endorsed to the City of New London, its officers and employees as additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Purchasing Agent. In addition, the contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

23. Notwithstanding any provision or language in this contract to the contrary, the City Manager may terminate this contract upon approval by the City Council, whenever he/she determines that such termination is in the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a

Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)

written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both Immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the City Manager, however, no compensation for lost profits shall be allowed.

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.
25. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.
26. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
27. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

Saving Clause

28. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The contractor will give written notice of the cause and probable duration of any such delay.

Advertising

29. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London 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 Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London 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 Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 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.