

**Invitation for Bids for Diesel Fuel*****SOLICITATION INSTRUCTIONS*****Solicitation Summary Sheet**

**Solicitation Name:** Diesel Fuel

**Solicitation Issuance Date:** Saturday, August 15, 2015; [revised Tuesday, August 18, 2015](#)

**Solicitation Description:** Contractor shall supply approximately 620,000 annual gallons of CARB ULSD to an on-site 20,000 gallon UST through periodic truck deliveries. Contract includes a base year at a fixed price per gallon and an optional second year at a fixed price per gallon. Contract also includes the optional provision of B100 biodiesel fuel for blends up to B20.

**Delivery/UST Location:** 550 Olive Street, Santa Barbara, CA 93101

**Pre-Bid Meeting:** none

**Pre-Qualification Documentation Email Deadline:** [Friday Wednesday, August 21~~26~~, 2015, 4:30 PM PDT](#)

**Sealed Bid Due Date/Time:** [Thursday, September 31~~0~~, 2015, 2:00 PM PDT \(NO fax or email bids\)](#)

**Bid Submittal Location:** 550 Olive Street, Santa Barbara, CA 93101

**Contract Award Date/Time:** [Thursday, September 31~~0~~, 2015, by 4:30 PM PDT](#)

**Contract Period:** One-year period from December 1, 2015 – November 30, 2016, with option for second year.

**Solicitation Contact:** Ken Mills, Project Manager, (805) 832-3024, [fuelbid@sbmtd.gov](mailto:fuelbid@sbmtd.gov)

**Type of Contract:** Indefinite Quantity, Firm Fixed Price

**Bonding Required:** none

**Solicitation Cost Estimate:** none

**SANTA BARBARA METROPOLITAN TRANSIT DISTRICT****Invitation for Bids for Diesel Fuel****SOLICITATION INSTRUCTIONS****1. PRE-BID SUBMITTAL REQUIREMENTS****1.1 IFB CONTENTS & CONTRACT DOCUMENTS**

These *Solicitation Instructions* provide direction on bidding and contract award process. The invitation for bids is composed of the following items which make up the bid packet and are available on MTD's website at <http://www.sbmtd.gov/business-and-employment/active.html>:

- ❑ *Solicitation Instructions* (the document presently being read)
- ❑ Attachments to *Solicitation Instructions*: Forms & Certifications
- ❑ *Statement of Work*
- ❑ *MTD Master Agreement*
- ❑ *FTA Contract Provisions*

Bidders should be certain to read all documents in this IFB in order to prepare [prequalification documents and](#) bids correctly and be fully aware of the contractual terms and conditions. Failure of a bidder to follow instructions may result in rejection or disqualification of its bid, and lack of knowledge of the contract terms shall not excuse it from its obligations.

**1.2 PROJECT SUMMARY DESCRIPTION**

The Santa Barbara Metropolitan Transit District (MTD) is issuing this *Invitation for Bids (IFB) for Diesel Fuel* to secure the purchase and delivery of approximately 620,000 gallons of diesel fuel to its on-site underground storage tank (UST) for usage by its fleet of public transit buses powered by diesel engines (the "project"). MTD is seeking bids to supply, sell and deliver to MTD "CARB" ultra-low sulfur diesel (ULSD) fuel. MTD is also seeking optional bids for biodiesel fuel to provide MTD the opportunity to purchase blended ULSD fuel up to a maximum of 20% by volume (i.e., B20).

**1.3 PRE-BID MEETING**

There is no pre-bid meeting for this solicitations.

**1.4 COMMUNICATIONS, REQUESTS & CLARIFICATIONS**

MTD will consider requests for clarifications or changes until Friday, August ~~21~~<sup>28</sup>, 2015, at 5:00 PM local time. To be considered, such communications must be via e-mail to MTD at [fuelbid@sbmtd.gov](mailto:fuelbid@sbmtd.gov). Requests for changes must be provided with sufficient information to allow MTD to make a determination.

**1.5 IFB MODIFICATIONS & ADDENDA**

MTD reserves the right to amend this IFB through written addenda. No other form of communication with any officer, employee or agent of MTD shall be binding upon MTD. Addenda will be posted to MTD's website and concurrently sent via e-mail to all parties known to have received the IFB. Failure of a bidder to receive any addendum shall not relieve it from any obligation under its bid or under the IFB as clarified or modified.

**1.6 PRE-QUALIFICATION PROCESS**

In order to provide for contract award the same day that bids are received, MTD is pre-qualifying vendors. The pre-qualification process is used to determine the financial and technical capacity of the vendor to carry out the

project. This will provide the winning bidder the opportunity to quickly lock in its ULSD supply price. The pre-qualification process consists of submitting the information and forms described below in electronic format via email. **The pre-qualification information must be received at [fuelbid@sbmtd.gov](mailto:fuelbid@sbmtd.gov) no later than Friday Wednesday, August 21~~26~~, 2015, at 5:00:30 PM local time (PDT). FAILURE OF MTD TO RECEIVE THE PRE-QUALIFICATION INFORMATION BY EMAIL BY THE DEADLINE WILL AUTOMATICALLY DISQUALIFY THE VENDOR FROM SUBMITTING A BID. Do not include your price bid as part of the pre-qualification submittal.** It is strongly recommended that the bidder submit its pre-qualification package in advance of the deadline and contact the reception desk at MTD's administrative offices during regular business hours at (805) 963-3364 to verify MTD's receipt of the email. MTD plans to notify bidders by ~~Friday, August 28~~Wednesday, September 2, 2015 regarding the acceptability of their pre-qualification submittals.

**Bidder Information Form**—Provide the fully completed *Bidder Information* form included in this solicitation.

**References, Suppliers & Subcontractors Form**—Provide the fully completed *References, Suppliers & Subcontractors* form included in this solicitation. Work references should include customers similar in nature and fuel quantity requirements to MTD to the extent feasible. **If not the bidder itself, supplier(s) must include the ULSD producer(s) and subcontractor(s) must include fuel delivery trucking firm(s).** If these vary during the contract, list the anticipated three most frequently used suppliers and three most frequently used subcontractors. If additional space is needed, make copies of the blank form. It is imperative that current, accurate contact names, emails, and phone numbers are provided. It is strongly recommended that the bidder give advance notice to such contacts that MTD will be contacting them as references and that a response from them will determine your eligibility to bid.

**Contract Terms Certification Form**—Provide the signed and dated *Contract Terms Certifications* form included in this solicitation indicating that the bidder understands and agrees to the project requirements including all of the terms and conditions of the Diesel Fuel contract (see Section 3.5) to be awarded as a result of this IFB.

**Lobbying Certification**—Bid shall include the fully completed and signed *Lobbying Certification* form which is required by federal law because this is a federally funded project that will result in a total contract amount exceeding \$100,000.

**Non-Collusion Declaration and Compensation Certification**—Bid shall include the fully completed and signed *Non-Collusion Declaration and Compensation Certification* form included in this IFB.

**Description of the Firm**—Provide a description of your company including its line(s) of business, size, location(s), years in business, and other information to allow MTD to determine the capacity of the bidder to successfully undertake the project. If a large entity, information on the division of the firm that would be responsible for the project should be emphasized. Please limit such information to 10 pages and 5 MB in size.

**Certificate of Insurance**—Provide a Certificate of Liability Insurance listing policy coverages currently in effect for the bidder. Evidence of insurance ideally meets the minimum coverage stipulated in paragraph 18 of the *MTD Master Agreement*. If MTD is requiring greater or different coverage than currently held by the bidder, bidder must be capable of providing a ~~certificate~~Certificate of Insurance meeting MTD's insurance requirements prior to the start of the contract period, which bidder must certify to in the *Contract Terms Certification* form previously described. **However, if the insurance certificate supplied as part of the pre-qualification process is substantially less than MTD's required coverage in terms of policy types and dollar amounts, this will weigh negatively in the determination of the bidder's financial capacity to undertake the project and, thus, to submit a bid.**

## 2. BID PREPARATION & SUBMITTAL

### 2.1 MTD FORMS & CERTIFICATIONS

**Price Bid**—Bid shall include the fully completed and signed *Price Bid* form included in this IFB showing the unit price per gallon for supplying **and delivering** diesel fuel to MTD under the terms of the contract. Bidders shall submit pricing based on a fixed ULSD price per gallon for two one-year periods. **MTD, as a public transit bus operator, is exempt from both the State of California Diesel Fuel Tax of \$0.13 per gallon and the Federal Excise Tax on Diesel Fuel of \$0.244 per gallon. Bid prices must not include these taxes. Any California Air Resources Board Cap-and-Trade Program fee per gallon assessed on fuel delivered to MTD must not be included in the prices bid on the Price Bid form.** The method to calculate that fee is described in section 4.2 of the *Statement of Work*. **The bid must include a fixed price per gallon for CARB ULSD fuel for both the base year period from December 2015 through November 2016 and the optional year period from December 2016 through November 2017. FAILURE TO INCLUDE A BID FOR BOTH YEARS WILL RENDER THE BID NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED.** How the option year will be considered is addressed in Section 3.3 below.

During the contract period, MTD may desire to utilize blended biodiesel up to B20 in its buses. The *Price Bid* form includes an **optional** section for submitting a fixed margin (premium or discount) to an OPIS benchmark to determine a floating B100 biodiesel price per gallon. The specific index that would be used is the *Biodiesel West B100 w/out RIN* index listed under the *Key Renewable Fuels Regional Averages* that is reported in the *OPIS Ethanol & Biodiesel Information Service* newsletter.

**Acknowledgement of Addenda**—Bidder shall acknowledge either the receipt of each addendum or that there were no addenda by including in its bid the fully completed and signed *Acknowledgement of Addenda* form included in this IFB. **FAILURE TO INCLUDE THE CORRECTLY COMPLETED AND SIGNED ACKNOWLEDGEMENT OF ADDENDA FORM WITH THE BID WILL RENDER THE BID NON-RESPONSIVE AND IT WILL BE REJECTED.**

### 2.2 BID SUBMITTAL & OPENING

One original and two complete copies of all required bid documents shall be submitted in a non-transparent, sealed envelope plainly marked on the exterior with the name of the bidder and "Diesel Fuel IFB." If **not** brought by hand to the bid opening ~~to~~**in** the downstairs auditorium at MTD's administrative offices at 550 Olive Street, Santa Barbara, CA, bids shall be delivered to:

Santa Barbara Metropolitan Transit District  
550 Olive Street  
2<sup>nd</sup> Floor Reception Desk  
Santa Barbara, CA 93101

If using delivery service, bids must still be enclosed in a sealed envelope within the delivery service packaging. **Sealed bids will be accepted at the 2<sup>nd</sup> floor reception desk or the downstairs auditorium at the address specified in this section until 2:00 PM local time on Thursday, September 310, 2015. Fax or email bids will not be considered. BIDS RECEIVED AFTER SUCH TIME WILL NOT BE CONSIDERED REGARDLESS OF THE REASON.** All bids received by the bid submission deadline will be opened and read aloud at an open public meeting immediately following the submission deadline.

### 2.3 WITHDRAWAL OF BIDS

A bidder may withdraw a bid prior to the bid opening by submitting a written request signed by the bidder's authorized representative. Such withdrawal does not prejudice the right to resubmit a bid by the deadline.

## 2.4 BID STIPULATIONS

Bids submitted as a result of this solicitation become the property of MTD. MTD will not pay any cost incurred by bidder for preparation or delivery of its bid; reserves the sole right to review, accept or reject bids received; and reserves the right to cancel this solicitation in whole or in part if in its best interests to do so.

## 3. REVIEW & AWARD

### 3.1 BID DEVIATIONS & COLLUSION

MTD may reject any bid that includes unacceptable deviations or is not prepared in accordance with the instructions and requirements of this solicitation. MTD reserves the right to waive any defects, or minor informalities or irregularities in any bid which do not materially affect the bid or prejudice other bidders. If there is any evidence indicating that two or more bidders are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the bids of all such bidders shall be rejected and such evidence may be a cause for disqualification of the participants in any future MTD solicitations.

### 3.2 RESPONSIVENESS

MTD shall examine all eligible bids received to determine the responsiveness to the provisions of this solicitation. Bids that do not contain all required items or where such documents are substantially incomplete may be considered non-responsive and rejected by MTD.

### 3.3 PRICE BID OPTION CONSIDERATION

As indicated in Section 2.1, bidders are required to submit a ULSD fixed price bid for an optional second year. After the bid opening, MTD will assess the responsive bids and determine whether or not to accept the optional second year bid. If the optional year is not accepted, the contract will be awarded to the party submitting the low base year period fixed price per gallon bid. If the optional year is exercised, the contract will be awarded to the party submitting the low average fixed price per gallon bid for the two years. The average bid will be determined as the addition of the price per gallon amounts for the two years divided by two. MTD reserves the right to reject all bids if determined to be in its best interests. If winning bidder includes a biodiesel bid, MTD will be entitled to have the ULSD blended up to B20 for any fuel delivery during the contract period.

### 3.4 CONTRACT AWARD

If considered in MTD's best interest, the MTD General Manager or his designee will award a contract to the responsive and responsible low bidder no later than 4:30 PM local time on the day of the bid opening. [A phone call and An-an](#) email announcing and committing MTD to this award decision will be transmitted to the winning bidder immediately following the award but not later than 4:30 PM local time the day of the bid opening.

### 3.5 CONTRACT EXECUTION

The contract will be executed as soon as practical after contract award and receipt of any required bidder insurance or other documents. The contract shall be composed of the *MTD Master Agreement*, the *FTA Contract Provisions*, the *Statement of Work*, and relevant portions of the Contractor's bid. In all cases, the most recent versions of the preceding documents—including any addenda thereto—shall be used in the final and binding agreement.

## 4. PROTEST PROCEDURES

Procurement protest procedures have been established to ensure uniform, timely, and equitable consideration of all complaints received by MTD concerning its procurement activities. Such procedures may be found on MTD's website at the following link: <http://www.sbmtd.gov/business-and-employment/purchasing.html>.

**SANTA BARBARA METROPOLITAN TRANSIT DISTRICT**

**Invitation for Bids for Diesel Fuel**

**PRICE BID**

**ULSD Fixed Price Base Year Bid**

**CARB Ultra-Low Sulfur Diesel (ULSD) Fuel Price Per Gallon for Deliveries to Santa Barbara MTD between December 1, 2015, and November 30, 2016**

\$ \_\_\_\_\_.\_\_\_\_.\_\_\_\_.\_\_\_\_.\_\_\_\_.

**ULSD Fixed Price Option Year Bid**

**CARB Ultra-Low Sulfur Diesel (ULSD) Fuel Price Per Gallon for Deliveries to Santa Barbara MTD between December 1, 2016, and November 30, 2017**

\$ \_\_\_\_\_.\_\_\_\_.\_\_\_\_.\_\_\_\_.\_\_\_\_.

Submittal of both base year and option year ULSD bid is MANDATORY

**B100 Biodiesel Bid**

Submittal of biodiesel bid is OPTIONAL

**Margin (Premium or Discount) to OPIS West Biodiesel B100 w/out RIN Price Per Gallon for B100 Biodiesel**

**Premium**   
**Discount**

\$ \_\_\_\_\_.\_\_\_\_.\_\_\_\_.\_\_\_\_.\_\_\_\_.

The Bidder hereby represents and warrants that:

1. Its price bid is exclusive of all governmental taxes and fees (including those which are added to invoices as described in Section 4.2 of the *Statement of Work* which includes the CA Cap-Trade program fee) and inclusive of any transportation, ~~and~~ delivery, ~~and, if applicable, blending~~ charges.
2. It has sufficiently informed itself in all matters affecting the performance of the work, or the furnishing of the labor, supplies, material, or equipment called for in carrying out the project and associated Agreement.
3. Its bid has been thoroughly checked for errors and omissions and the costs, prices, hours, rates, and any other constituents of this Price Bid are a complete and correct statement of its price for performing all project work required by the Agreement.
4. Its bid is genuine, not sham or collusive, nor made in the interest of any person not herein named; that it has not in any illegal manner sought to secure for itself any advantage over any other bidder.
5. Its bid is valid until ~~5:00~~4:30 p.m. Pacific Time on the bid due date.

\_\_\_\_\_  
Authorized Official Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Authorized Official Name

\_\_\_\_\_  
Authorized Official Title

\_\_\_\_\_  
Business Name of Bidder

(Signer must match authorized official shown on Bidder Information form)



## *Diesel Fuel*

# *Statement of Work*

*Revised August 1518, 2015*

Santa Barbara Metropolitan Transit District  
550 Olive Street • Santa Barbara, CA 93101

Phone: (805) 963-3364 • Fax: (805) 963-3365 • Website: [www.sbmtd.gov](http://www.sbmtd.gov)

### 3.2.2 Driver Requirements

Contractor shall require delivery truck driver to physically "stick" the UST and print the Veeder Root tank gauge report before unloading fuel in order to verify adequate UST unused capacity. Driver shall also print a tank gauge report after unloading is complete. MTD shall provide the measurement stick and instructions for report printing. Driver shall attach both tank gauge reports to the delivery receipt. Upon completion of fuel unloading, driver shall obtain a receiving signature from MTD's Materials Manager, Steve Hahn, or another Maintenance Department staff member in his absence. It shall be the responsibility of the driver to actively seek such personnel. Only when such personnel are not available shall other MTD employees sign the receipt. One copy of the MTD-signed delivery receipt that contains industry standard fuel receipt information shall be left with the MTD signer. All delivery receipts require a valid MTD employee signature.

## 4.0 PRICING & TAXES

### 4.1 FUEL PRICE DETERMINATION

#### 4.1.1 Fixed ULSD Price

Contractor shall bill MTD for each gallon of CARB Ultra-Low Sulfur Diesel (ULSD) delivered to MTD at the fixed price per gallon stipulated for the applicable contract period in the Agreement that this *Statement of Work* is applicable to. The addition of the Cap & Trade tax is addressed below and is not included in the Contract fixed price per gallon.

#### 4.1.2 Floating B100 Price (if contract includes biodiesel)

For any fuel delivery that includes a blend of ULSD and B100, the price of B100 gallons delivered shall be equal to the OPIS *Biodiesel West B100 w/out RIN* index price listed under the *Key Renewable Fuels Regional Averages* reported in the OPIS *Ethanol & Biodiesel Information Service* newsletter plus the *B100 Margin* bid by the Contractor and included in the Agreement. The OPIS index price shall be applicable for deliveries from the Monday of the report until the following Sunday. Contractor shall include a copy of the applicable OPIS report page with each invoice. Contractor shall pass through the "blenders" tax credit to MTD with each biodiesel purchase which shall be reflected on the invoice for the delivery including biodiesel.

### 4.2 TAXES, FEES & EXEMPTIONS

Due to its status as a California special district public transit operator, MTD is exempt from both the State of California Diesel Fuel Tax ~~of (presently \$0.13 per gallon)~~ and the Federal Excise Tax on Diesel Fuel ~~of (presently \$0.244 per gallon)~~. ~~While in effect, invoices~~ Invoices shall take these exemptions and the Federal biodiesel "blenders" tax credit into account. Applicable fees and taxes shall be included as separate line items on each billing invoice. MTD understands that such current billable fees and taxes and the appropriate rates include:

Santa Barbara County Sales Tax	8.00%
Federal LUST Tax	\$0.00100 per gallon
Federal Oil Spill Liability Tax	\$0.00190 per gallon
California Cap-and-Trade Program Fee	see <u>mandatory</u> calculation method below

The California Cap-and-Trade Program fee per gallon that shall be paid by MTD shall be based on the previous day *OPIS Prompt Calif. Cap-at-the-Rack Prices (cts/gal)* as currently posted on page 5 of *OPIS West Coast Spot Market Report*. The amount shown under the "Price" column for "CARB No. 2" shall be included as a separate line on each invoice. The fee for Saturday, Sunday and Monday pricing will be based on Friday's posted price and prices for holidays will be the same as the last valid day.