

CHESAPEAKE BAY

BRIDGE and TUNNEL DISTRICT



BID PROPOSAL AND CONTRACT

PROJECT DESCRIPTION:

Petroleum Products

BID NUMBER: M-21-002

INSTRUCTION TO BIDDERS

SCOPE OF WORK

The Chesapeake Bay Bridge and Tunnel District (CBBTD) is soliciting bids for Petroleum Products for a 12-month period, beginning July 1, 2021 through June 30, 2022.

PLANS AND SPECIFICATIONS

Plans and Specifications for this project are available on the District's website at www.cbbt.com/request-for-proposals. To bid you must complete the required **Fillable Bid Document** that may be obtained on the District's webpage at <http://www.cbbt.com/request-for-proposals>. All addenda (if applicable) will be posted on the District's webpage at <http://www.cbbt.com/request-for-proposals>, no later than 10 calendar days prior to the date of bid submittal, to allow Bidders to contact their prospective subcontractors and suppliers prior to submission of the Bid. It is the responsibility of the Bidder to provide all appropriate plans, specifications, addenda (if applicable), and all other contract documents to proposed subcontractors and suppliers.

TOLLS

Bidders should not include payment of tolls in their proposal. Toll-free access will be allowed for deliveries over the Chesapeake Bay Bridge and Tunnel facility, where required, via passes picked up at the toll plazas on either end of the facility.

INTERPRETATION OF DOCUMENTS

Any comments or questions concerning these specifications and Invitation to Bid should be directed in writing to Mr. Timothy R. Holloway, Director of Maintenance, 32386 Lankford Highway, Cape Charles, Virginia 23310, and shall be received by April 26, 2021 with the final Bid Addendum to be posted on the District Website no later than Close of Business (COB) on April 30, 2021. The District is not responsible for any explanation, clarification or approval made or given in any manner except by an Addendum. All bidders are responsible for checking the District website, <http://www.cbbt.com/request-for-proposals/>, and assuring that the information posted in the Addendum is taken into consideration in the preparation of their Bid. Any Addenda so issued are to be considered part of this bid, please insert date of any addenda on the Acknowledgement of Revisions page, which is included in the **Fillable Bid Document**.

The successful bidders pricing shall be taken to the May 11, 2021 Commission meeting. If awarded, the successful bidder shall be notified by close of business on May 11, 2021. All line items of Bids received by 2:00 p.m. on Thursday, May 6, 2021, ***shall be good through May 11, 2021.***

No federal or state tax is to be included in the Bid. A Tax Exemption Form will be furnished to the Contractor for his use during the time limit set forth in the Contract.

All material shall be in accordance with Specifications included in the Invitation to Bid. Bids containing exceptions to the Specification will be discarded from the bidding process.

This Invitation to Bid is intended to be in conformity with the Chesapeake Bay Bridge and Tunnel District's Purchasing Policy, revised November 10, 2009, which is based upon the Virginia Procurement Act. In case of any ambiguities, misinterpretations, or questions regarding this Invitation to Bid, the Chesapeake Bay Bridge and Tunnel's Purchasing Policy shall prevail.

By signing this bid, the bidder certifies that they are in compliance with all Federal, State and Local laws governing Equal Employment Opportunity, Discrimination and employment of illegal aliens.

The District does not discriminate against small businesses and businesses owned by women, minorities, and service disabled veterans who offer products and services that meet the procurement needs of the District. (Code of Virginia 2.2-4310)

TO BID THIS PROJECT – PLEASE PERFORM THE FOLLOWING STEPS:

1. Download and read the project specifications: <http://www.cbbt.com/request-for-proposals>
2. Open and complete the **Fillable Bid Document**: <http://www.cbbt.com/request-for-proposals>
3. Print completed **Fillable Bid Document** and sign in the appropriate locations.
4. Send one (1) email with the following attachments in a pdf format (NO ZIP FILES) to: CBBT.Fuelbid@cbbt.com by 2:00 p.m. on May 6, 2021. Emails will be received from 8:00 a.m. to 2:00 p.m.
 - a. Scanned, executed and signed **Fillable Bid Document**.
5. The one (1) email shall contain in the Subject line: BID No. M-21-002 – Company Name
Bids received will have an auto reply sent back. The bidder can also call to confirm that the bid has been received. Do not wait until 1:50 p.m. to try and confirm your bid.
6. Alterations to your Bid, may be sent as a revised bid package up to 2:00 p.m. on May 6, 2021. Any such subsequent bid shall contain in the Subject line: BID No. M-21-002– Company Name – Rev 1, Rev 2, etc.
7. Bids conditioned by the Bidder with proposed alternates, other than those specified, will **not** be considered.
8. The bid shall be prepared in accordance with all the requirements of the project Specifications in their entirety.
9. Within 15 days of Notice of Award, the successful bidder shall provide a Signed Contract, which is included after the Instructions to Bidders section.

AWARD OF CONTRACT

The award of this Contract, should it be awarded, will be made to the lowest responsible and responsive bidder. In determining the lowest responsible and responsive bidder, the following factors will be considered:

- a. Contract bid price.
- b. Ability, capability, and skills of the bidder to perform the contract work.
- c. Whether the bidder can perform the contract work promptly and within the time frame specified.
- d. The character, integrity, reputation, judgment, experience, and efficiency of the bidder and his proposed subcontractors.
- e. The quality of performance of previous contracts and bids.
- f. The financial resources and ability of the bidder to perform the contract work.
- g. In the case of a tie bid, preference shall be given to goods and services performed by Virginia persons, firms, or corporations, if such a choice is available; otherwise, the tie shall be decided by lot.
- h. Withdrawal of Bid Due to Error – The District will allow withdrawal of a bid due to error, provided the request for the withdrawal is written and signed by a person(s) who is qualified to execute the Bid. The request must be received by the District at least one hour prior to the time specified for receiving bids.

The Fillable Bid Document contains a Company Bid Acknowledgement page, an Acknowledgement of Revisions page, a Non-Collusion Affidavit page, a Bid Form-Fixed Price page, a Bid Form-OPIS Plus Adder page and a Signature page (Six in total).

The District reserves the right to cancel this solicitation; reject any or all bids; to waive any informalities or irregularities in the bidding; accept or reject any or all items of any bid; further negotiate with the lowest bidder; and/or to accept other than the lowest bid should it be deemed in the best interest of the District.

CONTRACT

This Contract, dated this ____ day of _____ 2021 by and between the Chesapeake Bay Bridge and Tunnel District, hereinafter called the District, and _____, herein called the Contractor.

The District and Contractor, for the consideration stated herein, agree as follows:

- A. The Contractor shall provide all required product required under this Petroleum Products, Bid Number M-21-002, all in strict accordance with the Contract Documents, which includes the Instructions to Bidders, Specifications and Fillable Document, the terms of which are incorporated herein by reference.
- B. The Contractor shall provide Diesel Heating Oil, Diesel Fuel and Regular Unleaded Gasoline as defined in item one (1) of the Specifications.
- C. The Contractor further agrees to provide the above stated products at the locations and approximate quantities, as stated on page 3 and 4 of the Specifications under the heading, "Location and Sizes of Storage Tanks", within the timelines defined under item two (2) of the Specifications.
- D. The District shall purchase said products at one of the two bidding options pricings, OPIS plus Adder or Fixed Pricing, as provided under item 3 of the specification. The purchase method shall be specified in a Notice of Award letter to the Contractor.
- E. The District further agrees that the terms of this Contract shall be, at a minimum, one term, being from July 1, 2021 to June 30, 2022, and no longer than three total terms, potentially ending as late as June 30, 2024, as defined in item seven (7) of the Specifications.
- F. This contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
- G. The entirety of the Contract Specifications shall apply with no item changed, amended, modified, waived, or discharged except as agreed to in writing by the Buyer and Seller.
- H. Applicable Law/Compliance

1. Applicable Law

This contract shall be deemed to be a Virginia contract and shall be governed as to all matters of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia, and all questions

arising with respect there to shall be determined in accordance with such laws. Regardless of where actually delivered and accepted by the parties in the Commonwealth of Virginia.

2. Compliance with all Laws

Contractor shall comply with all Federal, state and local statutes, ordinances, and regulations, now in effect or hereafter adopted, in the performance of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct business and will acquire any additional license and permits necessary for performance of this Contract prior to the initiation of work. Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work.

3. Venue

Any and all suits for any claims or for any breach or dispute arising out of these Contract Documents shall be maintained in the appropriate court of competent jurisdiction in Northampton County, Virginia.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and first above written in (_____) counterparts each of which shall for all purposes be deemed an original.

Chesapeake Bay Bridge and Tunnel District

Owner

Contractor

By: Jeffrey B. Holland

By: _____

Name

Name

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Attest: _____

Attest: _____

Address: _____

Address: _____

Contractor's Tax ID No: _____ (Corporate Seal)

(If Contractor is a corporation or an unincorporated organization, attach evidence of authority to sign)

SPECIFICATIONS

1. Specifications: All materials furnished must conform to the following specifications:
 - a. High Sulfur #2 Diesel Heating Oil - Shall conform to current state and federal specifications.
 - b. Low Sulfur #2 Diesel Fuel - Shall conform to current state and federal specifications.
 - c. Regular Unleaded Gasoline - Octane rating to be 87, shall conform to current state and federal specifications.
2. Bids will be considered from vendors whose equipment and storage facilities are adequate to ensure continuous and reliable service. The inability of the successful bidder to provide reliable service, defined as delivery within 48 hours of order, may be cause for Contract termination.
3. Bids will be received in the two following bid options. Bidders may bid using both options, or only one of the two. The District reserves the right to award the bid based on either of these options, as well as award different bidders separate line items of the bid.
 - a. **Fixed Pricing** – The basis for this pricing shall be a fixed net delivered price per gallon, per each bid line item. This fixed pricing must remain fixed for the entire initial term, defined in item 7 of this document.

The quantities are approximate based on best available knowledge.

Under the Fixed Price Option only, should it be awarded in this manner, if the District exceeds 100% of the estimated gallons in the current term for a specific line item, the District agrees to pay the successful bidder the OPIS on the date of fuel purchase plus adder for all excess quantities. The adder shall be the number listed in the so named column on the Fixed Price Bid Sheet. The successful bidder may also choose to extend the current contract fixed price for the line item in question.

Under the Fixed Price Option, should it be awarded in this manner, if the District purchases less than 95% of the estimated gallons in a given term, the District agrees to pay the successful bidder reasonable liquidated damages for such deficient un-lifted volumes. This shall not be perceived as a penalty, but a deficiency fee equal to the difference between the awarded fixed price for the un-lifted volume and the lowest OPIS posting for the un-lifted volumes during the last week of the viable term. The successful bidder shall not be entitled to any amounts from the District if the lowest OPIS posting is greater than the fixed price contract rate per gallon.

b. **Oil Price Information Services (OPIS) Plus Adder** - The basis for pricing proposals shall be equivalent to the OPIS 9:00 a.m. Gross Price for each fuel product, unbranded rack average (Spot Mean) at Norfolk, VA or Salisbury, MD, whichever is applicable for the bid line item, on **May 6, 2021** here forward referred to as the OPIS. Adder shall consist of delivery, profit and any other associated cost, as well as discount other than cash discount, here forward referred to as adder. The adder must remain fixed for the duration of the contract. Pricing shall not include any federal or state motor fuels or sales taxes normally added to the price paid by the purchaser. Prices quoted are for fuel deliveries to tank locations as shown under "Locations, Sizes of Storage Tanks and Estimated Quantities" of bid #M-21-002, Specifications, Page 3. Documentation of the bidder's OPIS, at the respective location, on the above stated date shall be provided with the bid.

For any or all of the awarded line items, the successful bidder shall provide, with their invoice, after delivery, documentation of the purchase and the OPIS from the delivery date. In addition, the successful bidder shall provide their fixed adder for the respective line item delivered.

The quantities are approximate based on best available knowledge. The District makes no guarantee to purchase approximated quantities under this methodology.

4. Terms: Cash discount for prompt payment is taken into consideration in determining low Bidder, if allowed; it must be stated in the appropriate location on the bid sheets. Discount period will be assumed to begin with receipt of invoice.
5. Quantities: The quantities are approximate. Estimates are based on best available knowledge.
6. Delivery Tickets: Printed meter tickets shall be required for **ALL** deliveries to be signed at time and place of delivery by designated employee or representative of the Chesapeake Bay Bridge and Tunnel District, and a copy delivered or mailed to the District.
7. The initial term of the Bid is from July 1, 2021 through June 30, 2022. At any time after award, the District, with mutual agreement, per negotiated terms between the Chesapeake Bay Bridge and Tunnel District and the successful bidder, the time limit of this contract may be extended for up to two (2) additional one (1) year periods for a total, not to exceed three (3) years.
8. Deliveries:
 - a. High Sulfur #2 Diesel Heating Oil - Supplier shall be required to keep the tanks filled at a minimum reserve capacity at all times. Spilling around filler must be avoided. During summer months, tanks are not to be left less than 3/4 full, or 12" from the top of the tank.

- b. Low Sulfur #2 Diesel Fuel - The supplier shall be notified when diesel fuel is needed.
- c. Regular 87 Octane Unleaded Gasoline - The supplier will be required to keep tanks filled to a minimum reserve capacity at all times. The minimum reserve for the Regular 87 Octane Unleaded Gasoline at the Maintenance Garage Building, Wise Point is 4,000 gallons. The minimum reserve utilized on all other tanks is approximately 500 gallons. When the District approaches the approximate minimum reserves, the District places an order with the respective current provider under contract.
- d. Deliveries are to be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays, except in emergencies.
- e. Currently the Regular 87 Octane Unleaded Gasoline at the Maintenance Garage Building, Wise Point, is offloaded by gravity feed. All other fuel delivered under Bid #M-21-002 is currently offloaded via a pump on the truck.

LOCATIONS AND SIZES OF STORAGE TANKS

ITEM #1: High Sulfur #2 Diesel Heating Oil – Wise Point Area (Northampton County)

Administration Building

Tank Size: 1 - 2,500 gal.

Estimated Annual Requirement: 12,000 gal.

Maintenance Garage Building

Tank Size: 1 - 2,000 gal.

Estimated Annual Requirement: 3,500 gal.

North Toll Plaza Building

Tank Size: 1 - 1,000 gal.

Estimated Annual Requirement: 1,500 gal.

ITEM #2: High Sulfur #2 Diesel Heating Oil – South Toll Plaza (Virginia Beach, VA - Chesapeake Beach Area)

Tank Size: 1 - 1,000 gal.

1 - 275 gal.

Estimated Annual Requirement: 1,000 gal.

ITEM #3: High Sulfur #2 Diesel Heating Oil – Island Ventilation Buildings (Located on 4 Islands, Mid-Chesapeake Bay)

Tank Size: 1 - 1,500 gal. on each of 4 Islands

Estimated Annual Requirement: 2875 gal. each, or total of 11,500 gal.

ITEM #4: Regular 87 Octane Unleaded Gasoline – Maintenance Garage Building, Wise Point Area (Northampton County)

Tank Size: 1 - 10,000 gal.

Estimated Annual Requirement: 55,000 gal.

ITEM #5: Regular 87 Octane Unleaded Gasoline – South Toll Plaza Garage (Virginia Beach, VA - Chesapeake Beach Area)

Tank Size: 1 - 2,000 gal.

Estimated Annual Requirement - 11,000 gal.

ITEM #6: Low Sulfur #2 Diesel Fuel – Maintenance Garage – Generator Building, Wise Point Area (Northampton County)

Tank Size: 1 - 3,000 gal.

2 - 275 gal.

Estimated Annual Requirement: 15,500 gal.

ITEM #7: Low Sulfur #2 Diesel Fuel – South Toll Plaza Building (Virginia Beach, VA - Chesapeake Beach Area)

Tank Size: 1 - 2,000 gal.

Estimated Annual Requirement: 2,300 gal.