

INVITATION FOR BIDS

PROJECT NAME: BULK FUELS

RPF SERIAL NUMBER: 2017-200



Northern Arizona Intergovernmental Public Transportation Authority

Flagstaff, Arizona

Issued: Thursday, May 11, 2017

Deadline for Questions: Friday, May 26, 2017, 5:00 pm local time

Bids due by: Friday, June 2, 2017, 2:00 pm local time

1.0 Scope of Service

1.1 Introduction

The Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) is the transit agency in northern Arizona operating the Mountain Line, Mountain Lift and Mountain Link systems in Flagstaff. The Mountain Line and Mountain Link fixed route systems offer daily service on eight routes on a fleet of 26 buses to nearly 2 million riders a year, covering nearly 920,000 miles annually.

We are seeking bids from qualified suppliers for the purchase of #2 Red Dye Ultra Low Sulfur (ULS) diesel, hereinafter Bulk Fuels. Bids are requested from a licensed Supplier to deliver Bulk Fuels as needed and on a reoccurring basis to our main office located at 3773 North Kaspar Drive, Flagstaff, Arizona 86004.

1.2 Funding

This project may be funded with Federal Transit Administration funding and is subject to compliance with FTA terms and conditions.

The successful bidder will be required to comply with all terms and conditions prescribed for third party contracts in a grant agreement with FTA.

1.3 IFB Information

1.3.1 IFB Timeline

IFB Issued	May 11, 2017
IFB Advertised	May 14, 2017
Final Date for IFB Clarification Requests and /or Questions	May 26, 2017
Due Date for IFB	June 2, 2017

1.3.2 NAIPTA Contact Persons

All questions related to this **IFB and the bid process** must be sent via email and should be directed to:

Heather Dalmolin, Administrative Director
Email: purchasing@naipta.az.gov

1.4 IFB Registration

To register for the IFB, please send registration via email: purchasing@naipta.az.gov

Please provide the following information: company name, contact person's name, email address, company address, and telephone number.

Vendors are not required to register to participate in and respond to IFB, only vendors who register by the deadline for questions defined in section 1.3.1 are guaranteed to receive copies of questions and answers and/or any IFB Addenda.

1.5 Submission Information Requirements

NAIPTA reserves the right to accept or reject any or all Bids or any part of a Bid and to waive any informality and accept the most favorable Bid to meet the best interest of NAIPTA.

To be considered, Bids must be received at the administrative offices of NAIPTA by **2:00 pm local time on June 2, 2017**. It is the responsibility of the Bidder to ensure Bids arrive before the deadline. Failure of the U.S. Postal service, or any other delivery service, to deliver Bid packages on time shall result in the Bid not being opened or considered. The **Bid and all related documentation must be submitted in a sealed envelope clearly marked with Project Name and Project Serial Number** and delivered to:

Northern Arizona Intergovernmental Public Transportation Authority
Attn: Purchasing
3773 N Kaspar Dr.
Flagstaff AZ 86004
928-679-8900

A responsive Bid package includes the following:

1. A letter of transmittal by the person(s) with the authority to bind the Bidder, to answer questions, or to provide clarification concerning submitted Bids;
2. One (1) original complete hard copies of the Bidder's technical specifications, including delivery information and bid;
3. A portable storage device containing 1) MS Excel version of provided Bulk Fuel Pricing Sheet and 2) PDF or MS Word compatible file of any technical specifications including delivery;
4. Completed W-9 with Vendor name and Tax Identification Number;
5. Completed certificates, etc. (see bidder checklist); and
6. Completed forms and affidavits, completed

Bids will be opened and read in the meeting room of the Board of Directors at the time indicated in the Invitation for Bids. Details of each Bid shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made.

Per NAIPTA Purchasing Policy incorporating A.R.S. § 11-254.01, award will be made with reasonable promptness to the Bidder whose bid best conforms to the Scope of Work and will be most advantageous to NAIPTA with respect to price, delivery options, and other factors.

If NAIPTA is unable to successfully negotiate a contract with the highest rated Bidder, NAIPTA may, begin negotiations with the next highest rated Bid, cancel the IFB and re-solicit or completely cancel the IFB.

Proprietary Information

Any information contained in the Bid that the Bidder considers proprietary must be clearly identified as such. NAIPTA will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and any court rulings.

Late bids, Modifications, or Withdrawal of Bids

Any bid or modification of bids received at the NAIPTA office designated in the solicitation after the exact time specified for receipt will not be considered.

A bid may be withdrawn in person or by written request by a bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

1.6 Questions Concerning the Project

1.6.1 Verbal and Written Questions

Bidders must submit substantive questions, comments, and concerns **in writing** email to the contact persons identified above if they desire additional information on the project. NAIPTA will not answer questions via telephone in order to ensure fairness in the provision of project information among all prospective vendors. Written questions must be received no later than deadline defined in section 1.3.1. Questions will be answered in writing and distributed to all Bidders on the IFB distribution list. Questions should be addressed to the appropriate IFB contact person in section 1.3.2.

1.7 Protest Procedures

Any Bidder objecting to the recommendation of award, rejection of a Bid, solicitation procedures of an IFB or any portion thereof, must submit a written protest to the Administrative Director. This protest must be submitted prior to the Board of Directors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Administrative Director within five (5) business days from notification of the recommendation. A complete description of the protest procedures may be found in NAIPTA Purchasing Policy. A copy of the Policy may be obtained by contacting the Internal Services Manager, 928-679-8908.

1.8 Statement of Work

It is the intent of the Northern Arizona Intergovernmental Public Transportation Authority, NAIPTA to contract with a qualified Supplier for supplying #2 Red Dye Ultra Low Sulfur (ULS) diesel to NAIPTA's office and delivery of fuel into the single on-site 10,000-gallon above ground tank.

This specification is intended to set the minimum acceptable standard for bulk purchase of red dye diesel fuel. Diesel fuel shall be Red Dye, Ultra Low Sulfur Diesel #2 and conform to the current ASTM-D975 standard specification for the State of Arizona. Diesel fuel for winter use shall be required from November 1st to April 1st. NAIPTA reserves the right to perform random testing on fuel provided.

Fuel shall be delivered to the following location:

NAIPTA
3773 North Kaspar Drive
Flagstaff, AZ 86004-2935

Fuel delivery shall be regularly scheduled to ensure appropriate fuel quantity is available for delivery of services. NAIPTA is open to alternative delivery schedules or methods if fuel is

available for immediate delivery if fuel falls below an agreed upon minimum. Bidders should provide a pricing quote based on required reoccurring delivery schedule but optional pricing may be submitted for alternative delivery schedule as described within the technical specifications submitted by the Bidder.

1.10 Contract Obligations & Requirements

1.10.1 Contract Obligations

The contents of the IFB and the commitments set forth in the selected Bids shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. The contract will bind the bidder to furnish and deliver at the bid price, and in accordance with conditions of said accepted Bid and specifications for ninety (90) calendar days after the opening of the Bid.

The Bidder's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards and ordinances, regardless of whether they are referred to by NAIPTA. The Bidder shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

All known subcontractors to this Project must be indicated in the submittal. No subcontract will be construed as making NAIPTA a party of or to such subcontract, or subjecting NAIPTA to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the successful Bidder of liability and obligation under such party's contract with NAIPTA; and despite any such subletting; NAIPTA shall deal through the successful Bidder. Subcontractors will be dealt with as workers and representatives of the successful Bidder.

The contract award will not be final until NAIPTA and the successful bidder have executed a mutually satisfactory contractual agreement(s). No contract activity may begin prior to the execution of a contractual agreement between the successful bidder and NAIPTA.

If the successful bidder refuses or fails to execute the contract, NAIPTA may award the contract to another bidder whose Bids comply with all the requirements of the IFB and any addenda thereto.

NAIPTA reserves the right to cancel an award immediately if new state or federal regulations or policies make it necessary to change the service purpose or content substantially or to prohibit any such goods and services.

All Bids may be rejected if the Board determines that rejection is in the public interest.

State and Local Law Disclaimer

The rights and duties of the parties hereto shall be determined by the laws of the State of Arizona and to that end the contract shall be considered as a contract made and to be executed in the City of Flagstaff, Arizona and the State of Arizona. Court of Common Pleas in and for Coconino County shall have original jurisdiction over any legal matters arising from this tender.

NAIPTA's Purchasing Policy incorporates by reference, and is designed to be in accordance with, ARS § 11-254.01. The Board of Directors has adopted and approved this Purchasing Policy.

Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Single Bid Response

If only one bid is received in response to the Request for Bid, a detailed cost Bid may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost Bid to determine if the price is fair and reasonable.

Interest of Members or Delegates to Congress

The Contractor agrees that it will not allow any member of, or delegate to, the Congress of the United States to any share or part of this contract or to any benefit arising there from.

2.0 Instructions to Bidders

See following page for table that must be included with submission.

2.1 Bidder Checklist

A. Transmittal Letter	
B. Complete Bidder Checklist Bidder must include this completed checklist	
C. Bidder Information (IFB Attachment A)	
D. Project Information (IFB Attachment A)	
E. Comparable Projects in Size & Scope (IFB Attachment A)	
F. Past Performance Survey (IFB Attachment B)	
G. Agreement to NAIPTA Specifications (IFB Attachment C) Bidder must note any specifications that are not agreeable and include a description of alternatives previously accepted by NAIPTA.	
H. Technical Specification Bidder must describe delivery schedule and/or methods and can provide any other information that NAIPTA should consider in contracting with Bidder.	
I. Bulk Fuel Pricing Sheet (IFB Attachment D) Bidder must complete and submit the NAIPTA provided Pricing Sheet.	
J. Disclosure of Responsibility Statement (2 pages) (Exhibit A, Form A)	
K. Non-Collusion Affidavit (Exhibit A, Form B)	
L. Incorporation of FTA Terms (Exhibit A, Form C)	
M. Suspension & Debarment (Exhibit A, Form D)	
N. Lobbyist Certificate (Exhibit A, Form E)	
O. Disadvantaged Business Enterprise (DBE) Compliance (Exhibit A, Form F)	
P. DBE Certification (2 pgs.) (Exhibit A, Form G)	
Q. DBE Individual Participation (Exhibit A, Form H)	
R. DBE Overall Participation (Exhibit A, Form I)	
P. Buy America Certificate (Exhibit A, Form J)	
S. Acknowledgement of Addenda Should addenda relative to this RSOQ be released by NAIPTA, bidders must include a signed acknowledgment of receipt for each addendum	

2.5 Agreement to NAIPTA Specifications Form (Attachment C)

Bidder should mark each applicable box and provide a detailed explanation of each exception in addition to approved or optional alternatives.

2.6 Pricing form (Attachment D)

The Bidder must submit a complete price Bid. Sufficient descriptions or narrative detail should also be provided so that NAIPTA may assess the reasonability of the price Bid and assure equal evaluation of all Bidders. Bidders who fail to provide sufficient detail or separately itemize expenses may be deemed non-responsive.

Bid price shall be F.O.B. Flagstaff, including delivery to NAIPTA using point, unless otherwise indicated in the Bid specification. Federal excise tax, if there is such a tax involved, shall be excluded in every case. However, the amount of the excise tax excluded shall be stated by the vendor submitting the Bid. Bid prices shall be firm. All relevant state and local taxes shall be included in the final Bid amount shown. Out-of-state purchases are subject to a 6.5% Arizona use tax, and out-of-state Bidders are responsible for computing this tax and including it in the final Bid amount shown.

3.0 Evaluation Criteria

An evaluation committee established by NAIPTA will assess the Bids received. The committee may elect to award to a Bidder without further discussion, or may determine that no Bidder meets the needs of NAIPTA.

During the evaluation process and selection process, committee members may not disclose information from one Bidder to another Bidder. All information provided by Bidders shall remain confidential after the conclusion of the procurement process, to the extent possible by law.

An Evaluation Team will review and analyze each Bid. Bids will be evaluated and scored per the following criteria:

Max points * Quality Level = Score

Evaluation Factors	Max Points	Quality Level	Score
Delivery Bidder delivery schedule and options best meets fueling supply needs of NAIPTA.	30		
Price Pricing offered appears complete, realistic, and cost effective. Total price represents value for NAIPTA.	50		
References Bidder is determined responsive through supplied bidder information and references.	20		
TOTAL POSSIBLE			100

The Quality Level will be based on the following scoring method:

Quality Level	Points	Description
Excellent	100%	Meets all requirements.
Good	75%	Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.
Fair	50%	Does not meet all requirements; strengths and weaknesses do not offset one another equally.
Poor	25%	Serious doubt exists about ability to meet needs but may be sufficient; significant weaknesses without offsetting strengths.
Deficient	0	Will not meet minimum needs.

3.1 Selection Process

The selection process will be conducted in a manner providing maximum full and open communication.

Based upon the completed evaluation in section 3.0, the evaluation committee will recommend which Bidder demonstrate the best value contracting opportunity for NAIPTA.

NAIPTA reserves the right to investigate the qualifications of all Bidders and to confirm any part of the information furnished by a Bidder, and/or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the Work.

3.2 Award

After scoring is complete, the Project Manager will make contract recommendation to NAIPTA's General Manager and the Board of Directors for final award and contract authorization. At their discretion, the General Manager and/or the Board of Director's may choose to invite the recommended Supplier to provide additional information prior to award this IFB or authorizing a contract.

NAIPTA will not be deemed to have authorized a contract until NAIPTA and successful Supplier have formally executed a Contract.