



**TOWN OF STRATFORD
PURCHASING DEPARTMENT
STRATFORD, CONNECTICUT**

BID #2014-035

Issued April 23, 2014

**Gasoline, Diesel Fuel and Heating Oil
for the 2014-2015 Fiscal Year**

The Town of Stratford, Connecticut, through the Office of the Purchasing Agent, will receive SEALED BIDS for furnishing the Town's requirements for 87 Octane Gasoline and Ultra Low Sulphur Diesel Fuel, in accordance with the following instructions, conditions, reservations and specifications.

A. CLOSING DATE:

Bids will be received until **11:00 A.M., May 2, 2014**, at which time they will be publicly opened and read. All bidders are invited to attend this public opening, which will be held promptly at the time noted above, in Room 202, Stratford Town Hall, the Office of the Purchasing Agent.

Any bid may be withdrawn prior to the above-scheduled time for receipt of same, or any authorized postponement thereof. Any bid received after the time and date specified shall **NOT** be considered. No bidder may withdraw a bid within 45 days after the actual bid opening. Faxed bids will not be accepted.

B. BASIS FOR BIDS:

The Town of Stratford is requesting pricing for the following:

Fixed pricing for twelve (12) months and floating pricing.

The Town's decision on the award of this bid, based on which proposal is in the best interests of the Town of Stratford, will be final.

C. INSTRUCTIONS:

Bids must be submitted on the bid forms enclosed. Return TWO COPIES as your bid, properly filled out **and signed**, enclosed in the Bid Envelope provided for, **SEALED** and labeled as to bid number and subject. Retain one copy of the bid for your files. Additional copies of all bid documents are available at the Purchasing Department. Bids may be mailed or submitted in person, but in either case, the bids must be in the hands of the Purchasing Agent by the deadline noted under "Closing Date." Faxed bids will not be accepted.

D. CONDITIONS:

1. Bid Surety:

A Bid Surety is not required for this bid.

2. Performance Bond:

The Town of Stratford reserves the right to require a **PERFORMANCE BOND** of the successful bidder or bidders, in the amount of \$50,000.00, as a guarantee of fulfillment of Contract. Any bidders inability to provide the Performance Bond within the deadline set by the Purchasing Agent, will be considered by the Town of Stratford as proof that the bidder is unable to fulfill the Contract; and in this event, the award will be made to the next lowest bidder, and the Bid Surety will be forfeited to the Town of Stratford.

3. Insurance Certificate:

A. General Liability

Occurrence limit \$1,000,000; aggregate limit \$2,000,000. The insurance carried by the proposer shall be on form CG 00 01, or equivalent. The Town of Stratford shall be named as an additional insured on the contractor's General Liability Insurance Policy with form CG 20 10 or CG 20 33, *and* CG 20 37.

B. Automobile Liability

Combined single limit of \$1,000,000. Comprehensive automobile policy to cover all owned, hired or non-owned automobiles or vehicles.

C. Workers Compensation

The proposer must have workers' compensation and employers liability insurance as required by Connecticut and federal law, plus employers liability limits of \$1,000,000 per accident, 1,000,000 disease each employee and \$1,000,000 disease policy limit.

D. Umbrella Liability

The proposer shall have a minimum coverage of \$3,000,000 excess umbrella coverage, naming the Town as additional insured.

The proposer shall procure and pay for the insurance coverage described above and must maintain the indicated insurance for a period of two (2) years after completion of the contract. All policies shall provide for thirty (30) days written notice prior to cancellation, substantial change or nonrenewal. The successful bidder must file the required Performance Bond and an Insurance Certificate within two weeks of the date of notification of award. Failure or neglect to do so may be considered by the Town as proof that the proposer is unable to fulfill the contract.

A current insurance certificate and a copy of the endorsement or policy wording adding the Town as Additional Insured must be in the Town's possession at all times. In addition, the selected firm shall require its subcontractors, if any, to meet the same insurance requirements and to furnish the Town with similar evidence of insurance.

In addition, the proposer shall, at all times, save, indemnify and hold harmless the Town of Stratford, its officers, agents, employees and servants from liability of any nature or kind, including costs and expenses for or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract, or on account of any and all claims, damages, losses, litigation expense and counsel fees arising out of loss or injuries (including death) sustained by or alleged to have been sustained by the public or any persons affected by the proposer's work, or by the proposer or any subcontractor, or anyone directly or indirectly employed by them while engaged in the performance of their duties in connection with this contract.

4. Compliance with Specifications:

Each bidder shall attach to his bid sheets a sheet of his letterhead bearing an accurate analysis of each type of oil he is bidding on, signed by an officer of the Company.

The Town reserves the right to require an accurate analysis of any fuel oil delivery, **at the expense of the supplier**, at any time during the duration of this Contract should any oil supplied under this Contract not perform satisfactorily. In addition, the Town of Stratford reserves the right to have **all** fuels tested periodically for compliance with specifications by submitting a sample to a capable disinterested party. Should any such tests reveal a deviation from accepted standards not within tolerable limits, the Town of Stratford shall have the right to cancel the contract with the responsible vendor immediately, and to make arrangements with another supplier to take over the balance of the contract.

Further, the vendor responsible for supplying the improper product shall be held responsible for ALL costs of removing all improper products from all affected Town tanks, and for replacing it with the proper product meeting specifications.

Said company shall also be held responsible for any damages to Town equipment resulting from the delivery of improper fuel. This provision shall be made a part of their proposal by the successful bidder or bidders before the Town will accept it.

In relation to these conditions, each bidder **MUST** include a statement with his proposal regarding his Product Liability Coverage, including limits and the name of the carrier of said insurance. The successful bidder or bidders shall be required to submit proof of said insurance.

5. Qualification of Bidders:

Due to changing market and supply conditions, the Town of Stratford has concerns about the ability of any potential suppliers to fulfill our needs in these products during the Contract period. Accordingly, each bidder **MUST** include with his bid a factual statement concerning the ability of his company to supply our requirements, based on current governmental regulations and current supply situations. Each bidder shall also include a list of their sources of supply, and specify whether or not they have contracts with those suppliers that guarantee them a supply.

Further, each bidder **MUST** include with his bid a factual statement of his facilities and supply capabilities, and his fleet configuration.

Failure to include this information with your bid shall be deemed sufficient cause for the rejection of your bid.

E. GENERAL INFORMATION:

1. Duration of Contract:

Contract awarded to the successful bidder shall be effective depending on the supply duration selected by the Town.

2. Delivery Information:

a. Scheduling Deliveries:

Gasoline and Diesel Fuel deliveries to **ALL** sites listed herein are to be made during normal business hours, **Monday through Friday**, when someone is available to sign for the delivery. (Normal Business Hours generally means from 8:00 or 8:30 A.M. to 4:30 P.M.)

b. Basis of Delivery:

Fuel Oils shall be delivered **AS REQUIRED** to the following sites:

GASOLINE: (Town Departments Only - DELIVERY AS CALLED FOR)

Public Works Department, 500 Patterson Avenue, Stratford
1-6000 gallon tank near pumps
87 Octane Unleaded Gasoline

Police Department, 900 Longbrook Avenue, Stratford
2-4000 gallon tanks
87 Octane Unleaded Gasoline

Recreation Department, Short Beach Road
1-1000 gallon tank
87 Octane Unleaded Gasoline

Boothe Memorial Park, Main St., Putney
1-550 gallon tank
87 Octane Unleaded Gasoline

DIESEL FUEL: (Town Departments Only - DELIVERY AS CALLED FOR)

Locations #1 Public Works – 110,000 gals

1. Public Works Maint. & Repair Facility,
500 Patterson Ave. (Island) 10000 gal tank

Locations #3 - #12 Backup Generators – 2000 gals

3. Public Works Maint. & Repair Facility,
500 Patterson Ave. (Generator) 2000 gal tank
4. Water Pollution Control, 105 Beacon Point Rd.. 275 gal tank
5. Ferry Creek Pumping Station, 608 Broad St. 2500 gal tank
6. Water Pollution Control, 105 Beacon Point (Generator) 3000 gal tank
7. Highway/Parks Dept. Tub Grinder (at WPC Plant or as advised) 300 gal tank
8. Peck's Mill Pumping Station, 5081 Main St. 1500 gal tank
9. Ryder's Lane Pumping Station, 96 Ryder's Lane 1500 gal tank
10. Water Pollution Control, Storm Station Tank 600 gal tank
11. Avon Pumping Station, 85 Benton St. 1500 gal tank
12. Oak Bluff Pumping Station, 95 Oak Bluff Ave. 1500 gal tank
13. Short Beach Station, 200 Short Beach Rd. 1500 gal tank
14. Ryan's Lane Pumping Station, Ryan's Lane 2000 gal tank
15. Huntington Road Fire House 250 gal tank
16. Lordship Fire House 250 gal tank
17. Oronoque Fire House 250 gal tank

18. EMS Building 2712 Main St. 250 gal tank

NO. 2 HEATING OIL - AUTOMATIC DELIVERIES:

- 1. Boothe Memorial Park, N. Main St. Putney area
 - a. Homestead 1000 gal tank
 - c. Old Homestead Building 600 gal tank
 - d. Recreation Hall 1000 gal tank
 - e. Carpenter House 275 gal tank
- 2. Dog Pound, Frog Pond Lane, Off Patterson 550 gal tank
- 4. Firehouse, Co. No. 2 - Huntington Rd. 2000 gal tank
- 5. Firehouse, Co. No. 3 -Prospect Drive 2000 gal tank
- 6. Firehouse, Co. No. 4 -Oronoque Lane 2000 gal tank
- 7. Highway and Bldg. Maint., 500 Patterson Ave. 4000 gal tank
- 8. Public Works Maint. & Repair Facility, 500 Patterson 2000 gal tank
- 13. Baldwin Senior Center, 1000 West Broad St. 6000 gal tank
- 16. Fieldhouse, Longbrook Park 275 gal tank
- 17. Sterling House, 2283 Main St two 330 gal tanks

NO. 2 HEATING OIL - DELIVERY UPON REQUEST ONLY:

- 11. Town Hall, 2725 Main St. 4000 gal tank
- 12. Health Department, 468 Birdseye Street. 4000 gal tank
- 15. Police Building, 900 Longbrook Ave. 8000 gal tank

NOTE: THE TOWN RESERVES THE RIGHT TO ADD OR DELETE FROM THE LIST OF DELIVERY SITES DURING THE CONTRACT PERIOD IF IT BECOMES NECESSARY

3. Taxes:

The Town of Stratford is exempt from all Federal Excise Taxes and State Sales Tax. These amounts should not be included in your bid.

4. Terms of Sale:

All prices quoted herein must be **NET**, and must include delivery to the various delivery sites listed under the delivery section. The Town of Stratford will **NOT** consider any cash discounts offered in making the award of this bid.

5. Quantities:

Quantities indicated are **approximate**, based on delivery records for the prior year. Due to the uncertainties of weather conditions, the approximate gallonage of each product shown should not be construed as a definite commitment. **The Town reserves the right to increase or decrease indicated quantities to meet our actual requirements and may consider alternative fuels.**

6. Invoices: Individual invoices must be submitted promptly for each delivery made to each location against any Blanket Orders awarded against this bid. Statements are **NOT** acceptable for use as invoices. A metered delivery ticket must accompany each invoice. A copy of the metered ticket must also be left at the delivery site in each case.

Invoices for those sites listed under Town Departments
are to be sent to the Purchasing Dept., 2725 Main St.,
Stratford, CT 06615.

8. Special Note:

The Town reserves the right to consider accepting the lowest bidders and to split the order (s) between them, should that be in the best interests of the Town of Stratford.

F. METHOD OF AWARD:

The Bid Award will be announced after careful consideration of all factors including, but not limited to price. Please do not call this office for bid results.

G. RESERVATIONS:

The Town of Stratford may consider as informal any bid not prepared and submitted in accordance with the provisions hereof. The Town of Stratford reserves the right to reject any or all proposals or parts of proposals; to waive informalities in said proposals; or to accept any proposal or part thereof deemed to be in the best interests of the Town of Stratford.

The Town of Stratford reserves the right to request refreshed prices until June 20, 2014. The refreshed quotes may be submitted via fax or email only by the firm that submitted the lowest responsible bid on the due date of this bid.

PLEASE NOTE:

Bid sheets are attached. Please remember to include with your bid form:

- (1) Your specification sheets.
- (2) A factual statement concerning your ability to supply our requirements.
- (3) A factual statement concerning your facilities and fleet configuration.
- (4) A factual statement concerning your product liability coverage.
- (5) List of municipal and/or school system customers (5 max).

**BID #2014-035
TOWN OF STRATFORD**

BID SHEET – GASOLINE, DIESEL FUEL & HEATING OIL

We, the undersigned, hereby submit the following Fixed Price Per Gallon quotes and Floating Prices on Gasoline 87 Octane, Ultra Low Sulphur Diesel Fuel, and #2 Heating Oil as required by the Town of Stratford.

Gasoline 87 Octane:

We submit the fixed price of \$_____ per gallon, delivered (tax exclusive) on approx. 120,000 gallons, **more or less**, as required 12 months from 7/1/14 through 06/30/15.

Floating Price for Gasoline 87 Octane:

- A. Posted New Haven Harbor Tank Car "Average" Price in Journal of Commerce on May. 1, 2014, excluding tax \$ _____ gal.
- B. Bidder's Quotation, based on above (+ or - to be noted) \$ _____ gal.
- C. Net Delivered Price as of May 1, 2014, excl. tax \$ _____ gal.

Ultra Low Sulphur Diesel Fuel:

Location #1

We submit the fixed price of \$_____ per gallon, delivered (tax exclusive) on approx. 110,000 gallons, **more or less**, as required 12 months from 7/1/14 through 06/30/15.

Floating Price for Ultra Low Sulphur Diesel:

- A. Posted New Haven Harbor Tank Car "Average" Price in Journal of Commerce on May 1, 2014, excluding tax \$ _____ gal.
- B. Bidder's Quotation, based on above (+ or - to be noted) \$ _____ gal.
- C. Net Delivered Price as of May 1, 2014, excl. tax \$ _____ gal.

Locations #3 - #12

We submit the fixed price of \$_____ per gallon, delivered (tax exclusive) on approx. 1,500 gallons, **more or less**, as required 12 months from 7/1/14 through 06/30/15.

No. 2 Heating Oil:

We submit the fixed price of \$_____ per gallon, delivered (tax exclusive) on approx. 40,000 gallons, **more or less**, as required 12 months from 7/1/14 through 06/30/15.

Floating Price for Heating Oil:

- A. Posted New Haven Harbor Tank Car "Average" Price in Journal of Commerce on May. 1, 2014, excluding tax \$ _____ gal.
- B. Bidder's Quotation, based on above (+ or - to be noted) \$ _____ gal.
- C. Net Delivered Price as of May 1, 2014, excl. tax \$ _____ gal.

BIDDER FILL IN:

COMPANY NAME: _____

ADDRESS: _____

PHONE NO: _____

DATE OF BID: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

Checklist for attachments:

- Spec Sheet on Gasoline 87 Octane
- Spec Sheet on Ultra Low Sulphur Diesel Fuel
- Statement or Letter concerning your ability to fulfill Town Contracts
- Statement re: Your facilities and fleet configuration
- Statement re: Product Liability Insurance
- List of municipal /school customers