

## APPENDIX

# Litchfield County Municipal Oil Buying Group

## Bid Specifications

### Fuel Oil

# 2018

#### I. INTENT

Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic requests bids for the procurement of “#2 Fuel Oil” and “Diesel Fuel” Bids must be clearly marked “Fuel Oil Bid” on the outside of a sealed envelope and returned to David Fiorillo, Business Manager, Litchfield Public Schools, 35 Plumb Hill Rd. Litchfield CT 06759 **no later than Friday, June 1, 2018. Bids will be opened and read at 10:30 am at the above address.**

All bids received by the prescribed time and submitted in the appropriate fashion will be opened and read in public. **Late bids and facsimiles will not be accepted.**

#### II. CONTRACT PERIOD

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The contract commences on July 1, 2018 and terminates on June 30, 2019.

**III. SUBMISSION OF BIDS**

All proposals must be submitted on forms provided including: 1) Bid Proposal, 2) Non-Collusive Bid Statement, 3) Indemnification and Save Harmless Agreement and 4) Statement of Employment Policy. All forms must be properly and completely filled out. An authorized principal or agent of the bidder must sign all forms. Any modifications, which a bidder submits, must be on a separate attachment, identified properly as such, and signed by an authorized principal or agent of the bidder.

**Bid Clarifications:** Should any prospective bidder desire clarification or interpretation of any item in general conditions and specifications, such request must be made in writing to David Fiorillo, Business Manager, Litchfield Public Schools, Litchfield CT 06759, who will supply a response in writing. Regional School District #6, Town of Litchfield, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic will not be held responsible for and hereby disclaims any alleged oral instructions of contract interpretations given to bidders.

Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic may make such investigations, as it deems necessary to determine the ability, qualifications, and experience of the bidder to perform. The bidder shall furnish to Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic all such information may request.

**IV. BID AWARD**

Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic reserves the right to reject any and all bids; to award the bid to other than the lower bidder(s) if it is judged to be in the best interest of Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic. No bidder may withdraw his bid for a period of 5 days from the date of the bid opening.

Award notification will be confirmed by telephone and followed up by fax with the lowest responsible bidder on any day **within 5 days of the bid opening**.

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**APPENDIX****V. QUANTITY**

Litchfield Public Schools -	85,000 gallons of #2 Fuel Oil
Town of Woodbury -	12,500 gallons of #2 Fuel Oil
Regional School District #6 -	85,000 gallons of #2 Fuel Oil
Oliver Wolcott Library -	5,000 gallons of #2 Fuel Oil
Litchfield Housing Authority	10,000 gallons of #2 Fuel Oil
Connecticut Junior Republic -	60,000 gallons of #2 Fuel Oil
Town of Morris -	6,000 gallons of #2 Fuel Oil
<b>Town of Morris -</b>	<b>7,500 gallons of Diesel Fuel</b>

**VI. BID PRICES**

**Bid prices shall not include either Federal or State taxes. Moreover, bid prices shall not include the Connecticut Gross Receipts Tax, if applicable.**

The bidder agrees to purchase contracts guaranteeing future delivery of the required amount of fuel oil at the price agreed upon in this contract.

**VII. BILLING**

Bills should be forwarded directly to Litchfield Public Schools, PO Box 110, Litchfield CT 06759; Regional School District #6, 98 Wamogo Road, Litchfield CT 06759; Town of Woodbury 281 Main Street South, Woodbury CT 06798, Oliver Wolcott Library, 160 South Street, Litchfield CT 06759 Litchfield Housing Authority, 130 Doyle Road Bantam CT 06750, and Connecticut Junior Republic, 550 Goshen Road, Litchfield CT 06759. Town of Morris CT PO Box 66, 06763

**A copy of the signed metered delivery ticket must accompany all bills.**

**VIII. DELIVERY**

The successful Bidder shall be in contact with Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic as to the delivery location and the quantity required in periodic deliveries. It shall be the responsibility of the Bidder to insure the uninterrupted supply of fuel.

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It is the responsibility of the supplier to see that an adequate supply of #2 Fuel Oil (no less than 25% of capacity) is in each tank at all times. **IMMEDIATE DELIVERY (SAME DAY) IS EXPECTED UPON NOTIFICATION OF INADEQUATE SUPPLY.**

No part of this contract may be subcontracted without the written permission of Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic.

The delivery of the heating oil shall be made at the properties listed in *Appendix A*

**IX. SPILLAGE**

Any spillage at the time of delivery will be the responsibility of the Bidder and any costs to repair resultant damages or any penalties assessed against Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic or parties thereto, because of pollution resulting from such spillage shall be borne by the Bidder.

**X. STANDARD FUEL OIL SPECIFICATIONS**

All fuel oil specified herein and delivered under these requirements shall be hydrocarbon oil that in all instances will meet or exceed the A.S.T.M. designation D396-86 for No. 2 fuel oil. Additionally, all fuel oil referred to herein is to be free of acid, grit, metal particles or any foreign matter that could clog, injure, cause damage to or breakdown burners, valves, fittings, fuel lines and/or pumps associated with the supply and production of the heat when using the fuel oils specified.

**XI. MATERIAL SAFETY DATA SHEET**

A Material Safety Data Sheet for the fuel oil must be provided to Regional School District #6, Town of Litchfield, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic to comply with OSHA regulations, upon award of bid.

**XII. PERFORMANCE BOND**

The successful Bidder shall be required to furnish to Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic a Performance Bond within thirty (30) days of notification of award in the amount of 50% of the rate per gallon times the estimated volume. The cost of the Performance Bond is to be paid for by the successful bidder.

**XIII. INSURANCE**

The successful Bidder shall be required to furnish to Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic a certificate of insurance within thirty (30) days of notification of award. Any changes in insurance coverage will

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require thirty (30) days’ notice to Regional School District #6, Town of Litchfield, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic as an additional insured. The required insurance coverage is:

Comprehensive form General Liability including premises/operations, underground explosion and collapse hazard, oil spills, completed products/operations, contractual independent contractors, broad form property damage, and personal injury.

Limits of Liability shall combine bodily injury and property damage: \$1,000,000; each occurrence. \$2,000,000; aggregate.

Automobile Liability including owned vehicles, hired vehicles, and non-owned vehicles. Limits of liability shall combine bodily injury and property damage: \$1,000,000; each occurrence. \$2,000,000 aggregate.

Excess Liability-Umbrella Form. Limits of Liability shall combine bodily injury and property damage: \$1,000,000; each occurrence. \$2,000,000; aggregate.

Worker’s Compensation Insurance. Limit of Liability shall be the statutory limit of: \$1,000,000 each accident.

The undersigned hereby offers to supply #2 Fuel Oil for the period 7/1/2018 to 6/30/2019.

Litchfield Public Schools -	85,000 gallons of #2 Fuel Oil
Town of Woodbury -	12,500 gallons of #2 Fuel Oil
Regional School District #6 -	85,000 gallons of #2 Fuel Oil
Oliver Wolcott Library -	5,000 gallons of #2 Fuel Oil
Litchfield Housing Authority	10,000 gallons of #2 Fuel Oil
Connecticut Junior Republic -	60,000 gallons of #2 Fuel Oil
Town of Morris -	6,000 gallons of #2 Fuel Oil
<b>Town of Morris -</b>	<b>7,500 gallons of Diesel Fuel</b>

The undersigned further certifies that he/she is aware that Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic may reject any or all bids. Bidder has not included any State or Federal taxes for which Regional School District #6, Town of Litchfield, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic are not liable and is making this bid without collusion with any other person, individual or cooperation.

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The undersigned has read the entire bid specifications, and by bidding, fully and completely accepts all the terms and conditions stated in the bid specifications.

Bid Price <sup>1</sup>: \_\_\_\_\_.

Fixed Markup: \_\_\_\_\_.

Price Per Gallon Without Tax: \_\_\_\_\_.

National Oil Heat Research Alliance Assessment: \_\_\_\_\_.

Leaking Underground Storage Tank Tax: \_\_\_\_\_.

Oil Spill Recovery Fee: \_\_\_\_\_.

Other Tax <sup>2</sup>: \_\_\_\_\_.

TOTAL with Taxes and Fees Per Gallon: \_\_\_\_\_.

- 1. Based upon Heating Oil Contract(s) as traded on the New York Mercantile Exchange.
- 2. Please Define.

Appendix B

**Diesel Fuel**

Bid Price <sup>1</sup>: \_\_\_\_\_.

Fixed Markup: \_\_\_\_\_.

Price Per Gallon Without Tax: \_\_\_\_\_.

Leaking Underground Storage Tank Tax: \_\_\_\_\_.

Oil Spill Recovery Fee: \_\_\_\_\_.

Other Tax <sup>2</sup>: \_\_\_\_\_.

TOTAL with Taxes and Fees Per Gallon: \_\_\_\_\_.

The bid price will be based on the cost of fuel as of the close of trade on the New York Mercantile Exchange the day prior to the day of the bid opening.

Company: \_\_\_\_\_

Representative: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REFERENCES:**

List two (2) references in which your company delivers annually an amount of #2 Fuel Oil of no less than the total gallons reflected in this bid:

1. \_\_\_\_\_  
(Company) (Name)

\_\_\_\_\_  
(Address) (Telephone #)

2. \_\_\_\_\_  
(Company) (Name)

\_\_\_\_\_  
(Address) (Telephone #)

**STATEMENT OF EMPLOYMENT POLICY**

Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic are Equal Opportunity Employers. Regional School District #6, Town of Litchfield, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic have made it a matter of policy that it will not transact business with firms which are not in compliance with all Federal and State statutes and Executive Orders pertaining to nondiscrimination.

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**NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-Collusive Bid Statement with all public bids as follows:

- 1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment, or services, described in the Invitation to Bid, designed to limit independent bidding or competition.

And

- 2. The contents of the bid have not been communicated by the bidder or its employees or agent to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the opening of the bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date



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**HOLD HARMLESS AGREEMENT**

Contractor/organization agrees that it will indemnify and hold harmless Regional School District #6, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, Town of Morris and Connecticut Junior Republic, its respective officers, agents and employees from any loss, costs, damages, expenses, judgments and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting there from as permitted by law unless and to the extent caused by the Regional School District #6, Town of Litchfield, Litchfield Public Schools, Litchfield Housing Authority, Oliver Wolcott Library, Town of Woodbury, and Connecticut Junior Republic willful acts.

**I/we understand the conditions set forth within this instrument and agree to provide the required certification and will hold the Litchfield Board of Education, Regional School District #6, Oliver Wolcott Library, Litchfield Housing Authority, and the Connecticut Junior Republic harmless as outlined in the above statement.**

CONTRACTOR/ORGANIZATION NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

DATE \_\_\_\_\_

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A

<u>LOCATION</u>	<u>TANK SIZE</u>	<u>AVERAGE LOAD SIZE</u>
<b><u>LITCHFIELD BOARD OF EDUCATION</u></b>		
LITCHFIELD CENTER SCHOOL 125 WEST STREET LITCHFIELD CT 06759	10,000 (ABOVE GROUND)	3,000
LITCHFIELD INTERMEDIATE SCHOOL 35 PLUMB HILL ROAD LITCHFIELD CT 06759	10,000 (ABOVE GROUND)	3,000
LITCHFIELD HIGH SCHOOL 14 PLUMB HILL ROAD LITCHFIELD CT 06759	10,000	3,000
<b><u>REGIONAL SCHOOL DISTRICT #6</u></b>		
WARREN SCHOOL 21 SACKET HILL ROAD WARREN CT 06754	3,000	1,600
MORRIS SCHOOL – TANK 1 MORRIS SCHOOL – TANK 2 10 EAST STREET MORRIS CT 06763	1,500 275	1,000
GOSHEN CENTER SCHOOL 50 NORTH STREET GOSHEN CT 06756	2,500 (ABOVE GROUND)	2,000
WAMOGO HIGH SCHOOL – TANK 1 WAMOGO HIGH SCHOOL – TANK 2	10,000 10,000	7,000 4,000



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TANK 2                      275                      100 - MONTHLY

A – CONTINUED

<u>LOCATION</u>	<u>TANK SIZE</u>	<u>AVERAGE LOAD SIZE</u>
<b><u>TOWN OF WOODBURY</u></b>		
TOWN GARAGE 82 WHITE DEER ROCKS ROAD WOODBURY CT 06708	1000+275	600 - MONTHLY
FIRE HEAD QUARTERS 25 QUASSUK ROAD WOODBURY CT 06708	1000	500 - MONTHLY
HOTCHKISSVILLE FIRE HOUSE 238 QUASSUK ROAD WOODBURY CT 06708	330	150 - WEEKLY
PARKS AND REC. HOUSE, 7 MOUNTAIN ROAD WOODBURY CT 06708	660	330 - WEEKLY
<b><u>Town of Morris</u></b>		
Town Garage 9 Garage Rd. Morris CT. 06763	Tank 1    275	100 – Monthly
	Tank 2    275	100 - Monthly
	<b>Diesel    2,000</b>	
Senior Center 109A East St. Morris CT. 06763	Tank 1    275	100 - Monthly
	Tank 2    275	100 – Monthly
Fire House	Tank 1    275	100 – Monthly

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15 South St.

Morris CT. 06763

Tank 2 275

100- Monthly

**Diesel 1,000**