

**TOWN OF GUILFORD
INVITATION TO BID
BID # 4-1920
DIESEL FUEL, #2 HEATING FUEL OIL & UNLEADED GASOLINE**

- I. Invitation to Bid (Legal Notice)**
- II. General Conditions & Instructions to Bidders**
- III. General Specifications**
- IV. Form Contract**
- V. Non-Collusion/Non-Conflict Affidavit (submit with bid)**
- VI. Affirmative Action Affidavit (submit with bid)**
- VII. Bid Proposal Form (submit with bid)**

REQUIREMENTS

- | | | |
|----|--|---|
| 1) | Certificate of Insurance | <u>X</u>
Yes, upon bid award |
| 2) | Bid Bond/Cashier's Check
(\$1,000.00) | <u>X</u>
Yes (submit w/ bid) |
| 3) | Vendor References | <u>X</u>
Yes (submit w/ bid) |
| 4) | Required Statements
Above | <u>X</u>
Yes (submit w/ bid) |

I.

**LEGAL NOTICE
TOWN OF GUILFORD
INVITATION TO BID #4-1920
DIESEL FUEL, #2 HEATING FUEL OIL & UNLEADED GASOLINE**

The Town of Guilford is seeking competitive bids for the purchase of diesel fuel, #2 heating fuel oil and/or unleaded gasoline for fiscal year **2020/2021 (July 1, 2020 through June 30, 2021)**. Bidders can bid on one or more commodities. Sealed bids are due on **Wednesday, November 6, 2019 at 9:30 a.m.** at the Office of the First Selectman, on the second floor of Town Hall, 31 Park Street, Guilford, CT 06437 at which time they will be opened publicly. Bids received after this date and time will be rejected. Sealed Bid proposals should be labeled with bid number and bid title. Bid specifications may be obtained at the Office of the First Selectman or may be accessed from the Town of Guilford's website at www.ci.guilford.ct.us and the Department of Administrative Services procurement website.

Any questions regarding the specifications may be directed, in writing only, to the Purchasing Department at millmanp@ci.guilford.ct.us.

Each bidder will be required to submit to the Office of the First Selectman, their original proposal with one (1) copy, one (1) electronic copy, and a bid bond or cashier's check in the amount of \$1,000.00. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.

The Town of Guilford reserves the right to reject any or all bids; or to waive defects in same, if it deems such to be in the best interest of the Town. The Town of Guilford is an affirmative action, equal opportunity employer.

Matthew T. Hoey III
First Selectman

Publish one time only in the New Haven Register under LEGAL NOTICES on Monday, October 21, 2019.

II.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general rules and conditions outlined below apply to all purchases authorized by the Town of Guilford. The conditions outlined become a formal part of each Invitation to Bid unless otherwise specified. All Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the Bidder's own risk.

The terms and conditions outlined in the Invitation to Bid become part of the formal contract following award, unless specified otherwise.

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material, unless otherwise stated in the Invitation to Bid. All appropriate blanks shall be completed. The signer of the bid shall initial any interlineations, alteration or erasure on the specification document. Bidders shall not change the Proposal Form nor make additional stipulations on the specifications document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 The Base Bid is the sum stated in the bid for which the Bidder offers to perform the work or provide merchandise or equipment described in the bid package as the base, to which work or materials may be added or from which work or materials may be deleted from sums stated in alternate bids.
- 1.4 Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits or modifies any of the terms and conditions and/or specifications of the Invitation to Bid.
- 1.5 Alternate bids will not be considered unless specifically requested in the original bid package. An alternate bid is defined as one which is submitted in addition to the Bidder's Base Bid set forth in the Invitation to Bid. Town shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.
- 1.6 Unit prices will not be considered unless specifically requested in the original bid package. Unit price is defined as an amount proposed by Bidders, stated on the Proposal Form, as a price per unit of measurement for material or services added to or deducted from the base bid by appropriate modification, if estimated quantities of work required by the contract documents are increased or decreased.
- 1.7 Each bid must be legible (no pencil), include the full name, business and e-mail address, and telephone number of the Bidder and be signed in ink by the Bidder.
- 1.8 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.9 A duly authorized representative of a Bidder entity must sign the bid and any applicable bond(s) in the name of such entity. Such representative must attest that he/she is duly authorized to bind such entity or submit a corporate resolution or limited liability/partnership consent evidencing such authority.

- 1.10 Bids received after the time and date established for receiving bids will be rejected.
- 1.11 At bid opening all bids are publicly opened and received. The bids will be considered unverified and subject to further review for acceptance/disqualification. The Town shall prepare a bid summary by the Town of Guilford, which summary shall be available to all bidders upon request.
- 1.12 Estimated quantities may be listed as part of a bid package in order to assist Bidders, but Bidders are reminded that actual quantities ordered may vary from figures listed and the Town will not be held liable for any difference. On “as required” bids, acceptance of this bid will bind the Town to pay for, at unit price only, quantities ordered and delivered. The Town will not be required to accept delivery of any balances unordered as of the contract expiration date.
- 1.13 Bidders shall submit catalogues, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work proposed in the bid.

2. BIDDER’S SECURITY

- 2.1 Bid Security, as a guarantee of good faith, in the amount of \$1,000.00 and in the form of a certified check, cashier’s check, or Bidder’s bond, shall be required to be submitted with the bid package for all bids.
- 2.2 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.3 Bid security will be returned to the successful Bidder as follows:
 - 2.3.1 For bids with specified quantities for which the awarded bid package and delivery of award notice constitute the contract; upon the delivery of all equipment or merchandise (and/or performance of services, if applicable), and upon final acceptance by the Town.
 - 2.3.2 For all other contracts; upon receipt by the Town of the executed contract and applicable bonds, if any.
- 2.4 Town shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.4.1 A contract has been executed and bonds have been furnished.
 - 2.4.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.4.3 All bids have been rejected.
- 2.5 Bid security will be forfeited to the Town as full liquidated damages, but not as a penalty, for any of the following reasons:
 - 2.5.1 If the Bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.5.2 If the Bidder fails or refuses to enter into a contract on forms provided by the Town, and/or if the Bidder fails to provide sufficient bonds or insurance within applicable time periods set forth in the bid package.
- 2.6 The surety company executing the bond must be licensed to do business in the state, or the bond must be countersigned by a company so licensed. The bond must be signed by an official of the surety company and corporate seal must be affixed over his/her signature. Signatures of two witnesses for both the principal and surety must appear on the bond, as required by law. A power of attorney for the official signing the bond for the surety company must be submitted with the bond.

3. CLARIFICATION OF SPECIFICATIONS/ADDENDA

- 3.1 Bidders shall promptly notify the Purchasing Manager of any ambiguity, inconsistency or error, which they may discover upon examination of the specification documents.
- 3.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent by no later than **Friday, November 1, 2019 at Noon**. Failure to request a clarification or interpretation within said time frame shall be deemed a waiver of the right to assert these issues and claims in the future.
- 3.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 3.4 Oral interpretations or changes to the specifications documents made in any other manner, will not be binding on the Town and Bidders will not rely upon such interpretations or changes.
- 3.5 Addenda are written instruments issued by the Town prior to the bid opening date, which modify or interpret the specification document by addition, deletion, clarification or correction.
- 3.6 It is the Bidder's responsibility to check for addenda prior to submitting proposals.
- 3.7 Copies of addenda will be made available for inspection at the office of the Purchasing Department, which is located in the First Selectman's office.
- 3.8 No addenda will be issued later than forty-eight (48) hours prior to the bid opening date, except addenda withdrawing the Invitation to bid or addenda which includes postponement of the bid.
- 3.9 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the Proposal Form. It is the sole responsibility of the Bidders to monitor the Town website and DAS, if applicable to determine if addendums have been issued.

4. BIDDER REPRESENTATION

- 4.1 Each Bidder by signing and submitting a bid, represents that the Bidder has read and understands the specifications documents and all addenda, and the bid has been made in accordance therewith.
- 4.2 Each Bidder for services further represents that the Bidder has visited the site and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance, furnishing and completion of the services. Bidder acknowledges that it is solely responsible for investigating and satisfying itself as to all actual and existing site conditions.
- 4.3 Bidder recognizes and agrees that the Town is subject to the Freedom of Information Act of the Connecticut General Statutes and, as such, any information contained in or submitted with or in connection with Bidder's bid is subject to disclosure if required by law or otherwise. Bidder expressly waives any claims that Bidder or any of its successors and/or assigns has or may have against the Town or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

- 4.4 Bidder recognizes and agrees that the Town shall have the right to inspect and audit the records of the Contractor as they pertain to this bid.

5. SUBSTITUTIONS

- 5.1 Wherever in the specifications or Bid Proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 5.2 No substitution will be considered prior to receipt of bids unless written request for approval has been received by Town at least by the date and time set forth in Section 3.2. It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Town that said item is equal to, or better than, the product specified. Bidder shall identify the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The Bidder must indicate any variances by item number from the specification document. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient. Town reserves the right to approve as an equal or to reject as not being equal any article the Bidder proposes to furnish which contains major or minor variations from the specifications requirements. Any deviation from the Town's specifications not previously submitted as required by the above will be grounds for rejection of the material and/or equipment.

6. SAMPLES

- 6.1 When samples are required from Bidders, the samples may be retained by the Town of Guilford until the delivery of contracted items by the awarded Bidder and with respect to the rejected Bidders, upon notification of such rejection. Bidders shall be responsible for delivery and removal of samples, at Bidders' sole cost. All samples are to be marked samples and delivered to Guilford. The package must indicate the name of the Bidder, item enclosed and bid number. Failure to adequately identify samples as indicated may be considered sufficient grounds for rejection of the bid.

7. BID AWARD

- 7.1 The signed bid proposal shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon receipt of proper Town authorization from the Board of Selectmen, and delivery by the Town of a notice of award letter to the winning bidder, or if applicable, execution by the Town and Bidder of a separate contract, in the form included in the bid package, or if not included in the bid package, in a form mutually acceptable to both parties. In either case, the terms and provisions of the Town's Invitation to Bid shall be deemed incorporated into the contract. *Notwithstanding anything to the contrary stated herein, the contract shall be deemed executory only to the extent of appropriation available to each agency for the purchase of such articles/services. The Town's extended obligation on those contracts which envision*

extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year. In the event that funding is not available at the time of award and/or execution of the contract and/or if the Town budget is approved for the fiscal year in which the contract is to be performed after contract execution or time of award but prior to the performance of the contract, the Town reserves the right to cancel the contract.

- 7.2 Contracts shall be executed by the Bidder and delivered to the Town for counter-execution within five (5) business days of Town's delivery of final contracts for execution. If the Town and Bidder cannot agree upon a final form contract within five (5) business days of notice of award, or anytime thereafter, as determined by the Town, the Town may reject the bid and award to the next most responsible responsive bidder.
- 7.3 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.
- 7.4 If two or more Bidders submit identical bids and are equally qualified, the decision of the Town to make award to one or more of such Bidders shall be final. Selection shall be made by drawing lots in public, unless one of the bidders is a resident bidder, in which case preference shall be given to the resident bidder.
- 7.5 The contract will be awarded to the lowest responsive, responsible Bidder complying with all the provisions of the invitation, provided the bid price is reasonable and in the best interest of the Town of Guilford to accept it. The Town reserves the right to reject any or all bids. The Town specifically reserves the right to reject the low Bidder.

In determining responsibility the following qualifications in addition to price will be considered.

- a. Compliance to the specifications, and the terms, conditions and instructions of the bid documents/quote request.
- b. The ability, capacity of the Bidder to perform the work or provide the services required.
- c. The character, integrity, reputation and experience of the Bidder.
- d. The quality and satisfaction of any previous work or services performed for the Town.
- e. The financial resources available to provide the insurance and bond requirements of the bid.
- f. The number and scope of any conditions or exceptions included in the bid or quote.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.

h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract, if applicable.

7.6 The Town reserves the right to reject all bids or any part of a bid or to waive defects in bids if to do so is deemed to be in the best interest of the Town. The Town reserves the right to waive irregularities and technicalities in bids, such as shall best service the requirement and interest of the Town.

8. TERMS OF PAYMENT

8.1 Prepayment discounts for early payment are preferred. All others to be Net 30 days unless otherwise specified.

8.2 The Town is exempt from state and local taxes.

8.3 A contract shall be deemed executory only to the extent of appropriation available to each agency for the purchase of such articles. The Town's extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year.

9. PERFORMANCE/LABOR AND MATERIALS BOND

9.1 If required by the bid specifications, the successful Bidder shall supply an original performance bond and labor and materials bond in the amount of 100% of the total awarded bid amount within five (5) business days of the award notification. The provisions of Section 2.6 above shall apply to the bonds required by this Section 9.1. The bonds shall remain in effect for one year from the date of delivery of the bonds to the Town. Should the Town elect to renew the terms of the accepted proposal, if applicable, then the bonds shall be extended for the period of such renewal period and the performance bond shall be increased to the full amount of the revised contract price, if applicable.

10. INSURANCE REQUIREMENTS

10.1 The successful Bidder shall, at its own expense and cost, obtain and keep in force during the duration of the work/project the insurance set forth below covering the Bidder and its agents, employees and subcontractors and other providers of services and shall name the Town of Guilford and Guilford Board of Education and its employees and agents as "Additional Insureds" on a primary and non-contributory basis to the Bidder's Commercial General Liability and Automobile Liability Certificate of Insurance.

10.2 Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town of Guilford.

10.3 The Town reserves the right to require additional coverages than those listed below, including, without limitation, Builder's Risk insurance for construction projects and Owner's Protective Liability, if desirable.

10.4 The required coverages are as follows:

a. **Worker's Compensation Insurance:** (i) statutory coverage, (ii) employer's liability; (iii) \$500,000 each accident/ \$500,000 disease-policy limit/\$500,000 disease each employee. (Coverage is to be extended for USL&H benefits and include coverage for Jones Act where work is adjacent to or on the water); and (iv) waiver of subrogation shall be provided.

b. **Commercial General Liability:** (on an occurrence basis): (i) including premises & operations, products and completed operations, personal and advertising injury, contractual liability and independent contractors, (ii) limits of liability for bodily injury and property damage each occurrence \$1,000,000, aggregate \$2,000,000 (to be applied separately to each job), and (iii) waiver of subrogation shall be provided.

c. **Automobile Insurance:** (i) including all owned, hired, borrowed and non-owned vehicles and (ii) limit of liability for bodily injury and property damage per accident \$1,000,000; and (iii) waiver of subrogation shall be provided.

d. **Excess Liability Coverage (Umbrella):** With respect to the coverage provided by firm for this Project, excess liability insurance will be provided in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and annual aggregate basis.

The Bidder shall provide a Certificate of Insurance to the Town within five (5) business days after receipt of notice of award. The Certificate shall specify that the Town of Guilford and Board of Education shall receive thirty (30) days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the *Additional Insured and Waiver of Subrogation*. Notwithstanding the forgoing, in the event that any State laws or regulations require additional coverage and/or higher coverage amounts, State laws and regulations shall control.

11. WARRANTIES AND MAINTENANCE

- 11.1 Copies of manufacturer's warranties and maintenance policies and associated costs shall accompany the bid proposal for items being bid.
- 11.2 At a minimum the Bidder shall warrant that any defective components discovered within a one year period after the date of installation/delivery shall be replaced at no expense to the Town, unless otherwise specified. Bidder shall pay the cost of all shipping with regard to such defective parts (both return and purchase of replacement parts.)

12. INDEMNIFICATION

- 12.1 The Bidder shall indemnify and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, in whole or in part, the performance of the contract, or any negligent or willful act or omission of the Bidder, its subcontractors, employees or agents, including, without limitation, claims, damages, loss and expense attributable to bodily injury, sickness,

disease or death or injury to or destruction of tangible property, including the loss of use resulting there from or attributable to any type of pollution and/or environmental impairment or release into or upon land, the atmosphere, or any course or body of water that is above or below ground. The indemnification obligation under 12.1 shall not be limited in anyway by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder, its subcontractors, agents or employees under worker's compensation, disability benefit acts or other employee benefit acts. This indemnity shall survive the expiration or early termination of the contract.

13. MISCELLANEOUS CONTRACT TERMS

- 13.1 **Delivery.** Bidder shall state on its Proposal Form the date upon which it can make delivery of all equipment or merchandise. Time is of the essence. All bids shall be based upon inside delivery of the equipment or merchandise F.O.B. at the location specified by the Town. The Town reserves the right to cancel orders or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form. Such failure to deliver shall authorize the Town to purchase replacement articles of comparable grade from third party supplier(s). On all such purchases, Bidder shall reimburse the Town, within a reasonable time as specified by the Town, for any expenses incurred in excess of contract prices or the Town may deduct such amount from amounts owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. If in the best interest of the Town, the Town reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Town.
- 13.2 **Termination of Contract.** Contracts shall remain in force for the period within which the Bidder must perform as set forth in the proposal, unless (i) there have been satisfactory deliveries prior to expiration; or (ii) an extension has been agreed upon as evidenced by a contract extension executed by Bidder and the Town.
- 13.3 **Assignment.** Bidder shall not assign or transfer this contract or its obligations hereunder without the consent of the Town, which consent may be withheld in the Town's sole discretion.
- 13.4 **Default.** The contract may be terminated by the Town by written notice of default to the contractor upon non-performance or breach of the contract terms. The awarded Bidder shall be obligated to pay the Town for all losses, damages, costs and expenses, including the cost of re-procurement, and attorney's fees incurred defending claims arising from such default and in seeking recovery of all such costs and expenses from Bidder and/or its surety. Upon a termination for cause, the Town shall have no further obligation to issue payments to the Contractor until resolution of the dispute.
- 13.5 **Conflict.** To the extent any of the contract terms set forth in sections 13.1 through 13.4 conflict with the terms of the form Contract entered into by the parties, the Contract terms shall control.

14. COMPLIANCE WITH LAWS

- 14.1 The Bidder shall comply with all federal, state and local laws and regulation and shall procure all necessary license and permits, pay all charges and fees and give all notice

necessary and incident to the due and lawful performance of the contract and bid process. Such laws shall include, without limitation, the following:

- a. **Non-Discrimination and Affirmative Action.** Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Contractor further agrees that this article, (and any additional provisions required by law), will be incorporated by contractor in all contracts entered into with suppliers of materials or services contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" are hereby deemed to be included in all Town bid documents, purchase orders, lease and contracts entered into with the Town. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes (CGS), Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1972.

If a project is funded in whole or in part by State funds, CGS Sections 46a-68c through 46a-68k apply to contractors. These Sections trigger affirmative action plan requirements for contractors and the filing of compliance reports with the State by contractors.

- b. **Executive Orders.** The contract may be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006,

concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

- c. **Connecticut's Prevailing Wage Law Provision.** If applicable, the contractor must be in full compliance with Connecticut General Statutes Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State of Connecticut General Statutes, Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-35, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is **\$1,000,000** or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is **\$100,000** or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the contractor's monthly certificate of payment. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.
- d. **Occupational Safety and Health Administration Requirements.** According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least (**\$100,000**) one hundred thousand dollars shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.
- d. **Occupational Safety and Health Administration Requirements.** According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building

project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least **\$100,000** shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

- e. **Payment Bond/Performance Bond State Law Requirements.** CGS Section 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over **\$100,000**. When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than **\$500,000** additional laws/requirements apply. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

- f. **State of Connecticut Contractor Prequalification Program.** CGS Section 4b-91 requires all bidders for the construction, alteration, remodeling, repair or demolition of any public building or any other public work by a public agency (includes a municipality) that is paid for, in whole or in part, with state funds and that is estimated to cost more than **\$500,000**, except a public highway or bridge project or any other construction project administered by DOT, shall be prequalified with the State pursuant to CGS Section 4a-100. Once a contractor is prequalified, it is issued a prequalification certificate by DAS, which certificate is in effect for one year. Subcontractors' work, the cost of which may exceed **\$500,000**, are also required to be prequalified. Any bid for a project that requires prequalification must include a copy of the bidder's Prequalification Certificate showing the aggregate work capacity rating required under the contract and the Update (Bid) Statement showing renewal of certificate and/or change in aggregate work capacity. Bids which do not include a copy of the Prequalification Certificate and the Update (Bid) Statement are invalid. Contractors should contact the State Department of Administrative Services to familiarize themselves with these requirements.

g. **Non-Resident Contractor 5% Tax For Contracts.** CGS Section 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least **\$250,000**, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, “means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts.” As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor’s Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing Department.

h. **Equal Employment Opportunity (EEO); Minority Business Enterprises (MBE)**

If a project is funded in whole or in part by state or federal funds, there may be a requirement that the contractor comply with CGS Section 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Town. If there is a set-aside goal, the Town and contractor shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO.)

III. GENERAL SPECIFICATIONS

SCOPE:

1. **Ultra-Low Sulfur Diesel Fuel:** Town of Guilford is soliciting bids for the purchase of approximately **113,000** gallons of diesel fuel (**63,000** gallons of which is for the BOE and **50,000** of which is for the Town) for all municipal vehicles for fiscal year 2010/2021 (July 1, 2020 through June 30, 2021). See tank locations on attached sheet.
2. **#2 Heating Fuel Oil:** In addition, the Town is soliciting bids for the purchase of approximately **47,000** gallons of #2 Heating Oil (**37,000** gallons of which is for the BOE and **10,000** of which is for the Town) Town buildings for fiscal year 2020/2021. See tank locations on attached sheet.
3. **87 Octane Unleaded Gasoline:** In addition, the Town is soliciting bids for the purchase of approximately **60,000** gallons of 87 Octane Unleaded Gasoline for select locations listed on the attached tank location sheet for fiscal year 2020/2021.

A vendor may elect to bid on one or more of the above and the Town may award one vendor for one commodity and another vendor for a different commodity, so that there may be three awarded vendors (one for each commodity), two awarded vendors (one for two commodities and one for the remaining commodity) or one awarded vendor for all commodities.

The quantities specified are annual estimates only and have been provided for the purpose of competitive bidding. Actual quantities may vary.

The vendors awarded the contract to supply any of the commodities shall be required to make scheduled deliveries at various Town locations listed herein. The Town reserves the right to change locations, tank sizes, and quantities used. Vendors will be expected to accept such changes without adjustments to the contract price.

QUALIFICATION OF BIDDERS:

All bidders must have at least one Fuel Terminal located within the State of Connecticut in which they are authorized to obtain product. Bidders are to submit the name, contact name and phone number of the terminal within the State of Connecticut with whom they have a current agreement which covers the contract period. All bidders shall be established dealers and distributors that have been in the operation of selling fuel for a minimum of two years. The successful vendor will be liable for any damages or injuries caused by vendor, its agents, employees and contractors in the performance of the contract with respect to the Town/School buildings, grounds, and equipment, including product spills occurring during delivery. The vendor shall comply and honor all applicable local, state and federal laws applicable to the sale, delivery and transport of the product described in this bid.

ADDITIONAL REQUIREMENTS:

1. **Meters:** Delivery of fuel shall be metered at the delivery point. Delivery trucks for fuel must be equipped with meters to accurately measure the quantity of fuel. The meters must be sealed in accordance with regulations established and enforced by the Connecticut Department of Consumer Protection, Division of Weights and measure. The Town reserves the right to cancel and/or refuse deliveries from any vehicle with a non-operational meter. All meters shall have been certified and shall maintain certification during the term of the contract. Copies of certifications must be presented to the Town prior to issuance of purchase orders. All meters must be equipped with a ticket printer, which will provide an accurate accounting of the amount of fuel delivered on a printed receipt. Delivery tickets shall be locked in the printer from the start of delivery until the delivery is complete and recorded.

PRINTED RECEIPTS SHALL CONTAIN THE FOLLOWING INFORMATION:

Town of Guilford Delivery Location
Street Address
Product Type
Vendor Name & Address
Delivery Date
Vehicle Registration Number
Signature of Town of Guilford representative
Signature of Vendor representative making delivery

2. **Schedule:** The successful vendor(s) will be responsible for scheduling delivery of fuels to Town of Guilford designated locations to ensure that the Town of Guilford always has sufficient product for continuous and uninterrupted operation. *Diesel fuel for the Public Works department should be on an automatic delivery schedule. Special attention should be paid to Public Works Department with regard to predicted winter storms.*
3. **Spillage:** The successful vendor is responsible for insuring that their company representative delivering product to any Town of Guilford facility provides constant surveillance at the point of product transfer and in accordance with the following emergency guidelines:

PRODUCT SPILLS DURING NORMAL BUSINESS HOURS: NOTIFY ON SITE FACILITY SUPERVISOR, Guilford Fire Department and the Department of Environmental Protection –Spill Incident Field Office at 1-860-424-3338.

PRODUCT SPILLS AFTER BUSINESS HOURS: NOTIFY ON SITE FACILITY SUPERVISOR (if possible), Guilford Fire Department and the Department of Environmental Protection –Spill Incident Field Office at 1-860-424-3338.

4. **Declared Emergency:** In the event that the Town of Guilford is preparing for an “emergency” as designated by local, state or federal officials, the Town will notify the vendor by telephone and request that all fuel tanks are “topped off”. Upon receipt of phone call the vendor will be required to “top off” tanks within 24 hours.

There shall be no additional charges incurred by the Town in the event that emergency deliveries are required.

5. **Filling of Tanks:** If the product is placed in the incorrect tank in error, the VENDOR WILL BE LIABLE for the cost of removing product and any and all damages that may arise from the error. The vendor representatives, if uncertain, should contact the on-site representative if they are unsure of the location of the tank.
6. **Tank Access:** The Town will make every effort to ensure that access to all tanks is kept clear and free from obstacles.
7. **Tank Overfill:** The successful vendor shall be responsible for any overfill of tanks and for any and all damages and costs incurred as well as complete clean-up of the area and proper removal of all clean-up products.

SAMPLES & TESTING:

At any time, the Town reserves the right to take samples prior to the product being metered in to the Town's tanks. The purpose is to determine product suitability in compliance with State of Connecticut recognized specifications and standards. If the product quality is found to be outside the specification, the awarded vendor will be responsible for the cost of the test, removal of the product and any and all incurred damages.

Whenever fuel is tested by the Town through an independent laboratory and the material is deemed unsuitable, TESTING, PRODUCT REMOVAL, TANK CLEANING and PROPER DISPOSAL COSTS OF THE PRODUCT will be at the vendor's expense. The Town may then exercise its right to obtain product from another bidder and the vendor awarded the bid shall then be liable for additional costs incurred by the Town.

Whenever product is tested by the Town utilizing an independent laboratory and the material is deemed "suitable", the Town shall assume the testing costs.

Whenever damages and/or losses to equipment, result through product that does not meet specifications, the vendor will be charged for damages and/or losses and further shipment will be suspended until the Town is satisfied that the product is acceptable per specifications. Any additional costs resulting to the Town will be charged back to the successful vendor. NO payments will be rendered for product that does not meet specification. The decision of the Town will be final.

BID PRICES:

See Bid Proposal Page.

The Town will require the successful bidder to provide the Town with a quarterly report of all products used during the contract period commencing with July 1. Quarterly reports should be forwarded to the office of the First Selectman, Town of Guilford, 31 Park Street, Guilford, Connecticut.

The Town will entertain alternative pricing programs introduced by the vendor, provided sufficient documentation is available for the Town to adequately review the alternate pricing program proposed.

BASIS OF AWARD:

Consideration of award of bid will be based primarily on overall cost effectiveness for the Town of Guilford, but in addition to the qualifications stated in the bid package, consideration shall also be given to the following:

- Availability of product due to plant location and storage facilities
- Number of trucks bidders will be employing for delivery purposes
- Vendor past performance
- Ability for the vendor to service routine and emergency requests for the Town of Guilford.

The vendor will be required to provide the Town with a name(s) and phone number(s) of an individual who will be available 24 hours 7 days a week to respond to emergencies, if necessary.

TANK LOCATIONS AND SIZE

I. HEATING OIL

TOWN LOCATIONS:

<u>BUILDING</u>	<u>LOCATION</u>	<u>TANK SIZE</u>
Eagle Hose Co	Whitfield Street	275 gallons
Guilford Lakes Golf Course	North Madison Road	275 gallons
Guilford Youth & Family	36 Graves Avenue	275 gallons
Police Department	400 Church Street	1,000 gallons
Washington Engine Co.	16 Graves Avenue	275 gallons
Guilford Fire Headquarters	390 Church Street	275 gallons (two tanks)
Outdoor Education Center	County Road	275 gallons
Guilford Food Bank	45 Stone House Lane	275 gallons

BOARD OF EDUCATION LOCATIONS:

<u>BUILDING</u>	<u>LOCATION</u>	<u>TANK SIZE</u>
Guilford Lakes School	North Madison Road	4,000 gallons
Melissa Jones School	Ledge Hill Road	2,000 gallons
Major Lathrop House	55 Park Street	275 gallons
Red Barn	Three Mile Course	275 gallons
Calvin Leete School	280 South Union	3,000 gallons

II. GASOLINE

TOWN LOCATIONS:

<u>BUILDING</u>	<u>LOCATION</u>	<u>TANK SIZE</u>
Police Department	400 Church Street	2,000 gallons
Public Works Department	47 Driveway	3,000 gallons

BOARD OF EDUCATION LOCATIONS:

None

III. DIESEL FUEL

TOWN LOCATIONS:

<u>BUILDING</u>	<u>LOCATION</u>	<u>TANK SIZE</u>
Fire Headquarters	390 Church Street	1,000 gallons 300 gallons
North Guilford Fire House	3087 Durham Road	1,000 gallons
Public Works	47 Driveway	4,000 gallons 275 gallons
Town Hall Generator	31 Park Street	1,000 gallons
Transfer Station	1900 Boston Post Road	275 gallons
Com. Center Generator	32 Church Street	500 gallons

BOARD OF EDUCATION LOCATIONS:

Bus Yard	Hubbard Road	10,000 gallons
New High Generator	605 New England Road	3,700 gallons

Please note that all bulk tanks for the schools are above ground tanks. For the Town buildings, there are two underground tanks: public works tank for gasoline and public works tank for diesel.

IV.

**TOWN FORM CONTRACT
(TO BE PREPARED)**

V. **NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF BIDDERS**

(Code of Ethics amended 11/28/2018)

FOR BID # 4-1920 – DIESEL FUEL, #2 HEATING FUEL OIL & UNLEADED GASOLINE

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

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;
2. the contents of the bid have not been communicated by the bidder and its employees or agents 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 official opening of the bid;
3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Guilford, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and
4. bidder has read the Guilford Code of Ethics, set forth in Chapter 31 of the Code of the Town of Guilford, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she and his/her firm/company are in compliance with the Code with respect to this bid. Bidder further warrants that they will continue to comply with the Guilford Code of Ethics with respect to their obligations under this bid and possible future contract award.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Guilford to consider the bid and make an award in accordance therewith.

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Subscribed and sworn to me _____

this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____
Date

VI. AFFIRMATIVE ACTION/EEO AFFIDAVIT

FOR BID #4-1920 - DIESEL FUEL, #2 HEATING FUEL OIL & UNLEADED GASOLINE

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

I/we, the respondent, certify to the TOWN OF GUILFORD that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/xeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)

_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Subscribed and sworn to me _____

this _____ day of _____, 20_____.

Notary Public My Commission Expires _____
Date

VII.

BID PROPOSAL FORM

**Board of Selectmen
Town of Guilford
31 Park Street
Guilford, CT 06437**

**Attention: Purchasing Department
SECOND FLOOR**

Re: BID #4-1920 DIESEL FUEL, #2 HEATING FUEL OIL & UNLEADED GASOLINE

Bid Opening Date: Wednesday, November 6, 2019 at 9:30 a.m.

BIDDER

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Contact Person: _____ Title: _____

To the Board of Selectmen:

We submit for your consideration our bid for Bid #4-1920 for ultra-low sulfur diesel fuel, #2 heating fuel oil and/or 87 Octane unleaded gasoline for the Town of Guilford. We have read the bidding documents including the Town of Guilford’s General Conditions and Instructions to Bidders and the bid specifications and are submitting our bid in full compliance with all terms and conditions except as noted below under “Exceptions.” We have enclosed our original bid bond/cashier’s check in the amount of \$1,000.00. *We acknowledge receipt of all addendums to the bid documents and assume full responsibility to access those addendums from the Town website and/or DAS website, as applicable.*

We will provide the following within five (5) business days after receipt of a notice of award from the Purchasing Department:

(i) the requested Certificate of Insurance from the following company:

_____ ; and

(ii) two original contracts, in a form provided by the Town, executed by authorized officer of awarded Respondent.

BID PROPOSAL FORM CONTINUED

We agree to provide the services upon the terms and conditions in the bid specifications for the following bid amounts:

I. #2 HEATING OIL: We propose the following three pricing programs for #2 HEATING OIL, from which the Town may choose:

1. Fixed Cost Per Gallon:

We propose to deliver #2 Heating Fuel Oil to all specified locations for fiscal year 2020/2021 for the net cost of \$_____ per delivered gallon, excluding any L.U.S.T. of \$0.0010/gallon, CT. Gross Receipts Tax of .8814/gallon and the Federal Spill Fund Recovery Tax of \$0.0019/gallon, if applicable, which taxes shall be the Town's responsibility.

2. Price Differential Per Gallon:

We propose to deliver #2 Heating Oil to all specified locations for fiscal year 2020/2021 for the price differential of \$_____ per delivered gallon over the low New Haven price posted in the NYMEX weighted average strip.

3. Price Differential Per Gallon with Option to Lock in at a Fixed Price:

We propose to deliver #2 Heating Oil to all specified locations for fiscal year 2020/2021 for the price differential stated in #2 above, with the option for the Town to lock in at a fixed price at any time during the contract period. Upon election to lock in a fixed price, the fixed price shall be the sum of the price differential of \$_____ which shall be added over the low New Haven price posted in the NYMEX weighted average strip on the date the Town elects to lock in and fixed until the end of the contract term, excluding LUST, Federal Spill Fund Recovery Tax and NORA.

Exceptions: _____

II. DIESEL FUEL: We propose the following three pricing programs for Ultra Low Sulfur Diesel from which the Town may choose:

1. Fixed Cost Per Gallon:

Ultra-Low Sulfur Diesel Fuel to all specified locations for fiscal year 2020/2021 for the net cost of \$_____ per delivered gallon, excluding LUST and Federal Spill Fund Recovery Tax if applicable, which shall be Town's responsibility.

2. Price Differential Per Gallon:

Diesel Fuel to all specified locations for fiscal year 2020/2021 for the price differential of \$_____ per delivered gallon over the low New Haven price posted in the NYMEX on the day of delivery, excluding LUST and Federal Spill Fund Recovery Tax, if applicable, which shall be Town’s responsibility.

3. Price Differential Per Gallon with Option to Lock in at a Fixed Price:

We propose to deliver Ultra-Low Sulfur Diesel Fuel to all specified locations for fiscal year 2020/2021 for the price differential stated above, with the option for the Town to lock in at a fixed price at any time during the contract period. Upon election to lock in a fixed price, the fixed price shall be the sum of the price differential of \$_____ which shall be added to the low New Haven price posted in the NYMEX on the date Town notifies vendor of its election to lock in a fixed price for the remainder of the Term, excluding LUST and Federal Spill Fund Recovery Tax, if applicable, which shall be Town’s responsibility.

Exceptions: _____

III. UNLEADED GASOLINE: We propose the following two pricing programs for 87 Octane Unleaded Gasoline, from which the Town may choose:

1. Fixed Cost Per Gallon:

87 Octane Unleaded Gasoline to all specified locations for fiscal year 2020/2021 for the net cost of \$_____ per delivered gallon, excluding LUST, Federal Spill Fund Recovery Tax, CT Gross Receipts Tax, if applicable, which shall be Town’s responsibility.

2. Price Differential Per Gallon:

87 Octane Unleaded Gasoline to all specified locations for fiscal year 2020/2021 for the price differential of \$_____ per delivered gallon over the low New Haven price posted in the NYMEX on the day of delivery, excluding CT Gross Receipts.

We understand that the Town of Guilford has provided us with estimates of twelve months consumption and they are provided to assist us with preparing this bid. We are cognizant that quantities may vary from the figures listed and the Town will not be held liable for any difference.

YES

NO

There will be no fuel surcharge or additional charges of any kind added to the pricing set forth above.

BID PROPOSAL FORM CONTINUED

BIDDERS WILL HOLD THEIR PRICES FOR 1 HOUR FROM BID OPENING

The undersigned authorized representative hereby submits the above bid to the Town of Guilford.

Name of Contractor Entity: _____

By _____

Print Name and Title: _____

Duly authorized