

**TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT**

NOTICE OF BID

Unleaded Gas & Diesel Fuel

Sealed bids are invited and will be received by the Purchasing Agent of the Town of Watertown at the office of the **Purchasing Agent, 61 Echo Lake Rd. 2nd Floor, Watertown, Connecticut 06795** until **11:15 a.m. Thursday, June 29, 2023**, at which time and place they will be publicly opened and read aloud for furnishing unleaded and diesel fuel to the Town of Watertown.

The Information for Bidders, Form of Bid, Specifications, and other contract documents may be obtained or examined at the office of the Purchasing Agent, 61 Echo Lake Rd. 2nd Floor, Watertown, Connecticut 06795 or by accessing the Town of Watertown's website at <http://www.watertownct.org>. Proposals must be submitted on the forms provided and in a sealed envelope plainly marked "**Bid – Unleaded Gas & Diesel Fuel**".

To receive consideration bids must be in the hands of the Purchasing Agent or his authorized representative no later than the day and hour mentioned above.

The Purchasing Agent reserves the right to accept or reject any or all bids; to waive any informality; or to accept any bid deemed in the best interests of the Town of Watertown.

The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidder's business within the Town of Watertown in awarding this bid.

All bids will be considered valid for a period of sixty (60) days.

Donna L. Ford
Purchasing Agent
Town of Watertown

**TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795**

INFORMATION FOR BIDDERS

Unleaded Gas & Diesel Fuel

BID OPENING: 11:15 a.m. Thursday, June 29, 2023

PROPOSALS RECEIVED

All bids must be in a sealed envelope and received prior to **11:15 a.m. Thursday, June 29, 2023**, at the office of the **Purchasing Agent, 61 Echo Lake Rd. 2nd Floor, Watertown, Connecticut 06795**.

PREPARATION OF PROPOSALS

Proposals must be made upon forms contained herein. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office address and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: The Purchasing Agent, 61 Echo Lake Rd. 2nd Floor, Watertown, Connecticut 06795.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

SUBMISSION OF PROPOSALS

All proposals and literature shall be submitted **IN DUPLICATE** on the proposal form, which is a part of these specifications.

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.

Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at <http://www.adobe.com/products/acrobat/readstep.html>.

Response summaries will be available online at <http://www.watertownct.org> on the day of the bid opening.

Responses delivered via fax are received subject to the following qualifications and limitations:

- The Town is not responsible for the confidentiality of the information transmitted.
- The Town cannot guarantee that its fax equipment will be operational and able to receive transmittals by a particular time and date. It is the Bidder's responsibility to ensure that quotations are received in their entirety and on time at the required location. It is recommended that vendors be advised to call immediately after transmitting a document electronically to confirm complete and accurate receipt by the Town. The Town assumes no liability in the event that a bidder's electronic transmission is not received by the Town in a timely fashion, or is not received either in its entirety or error-free.
- Bids transmitted electronically which have a bond requirement are subject to the same submittal requirements as those responses delivered via traditional means, such as mail or hand delivery, or as otherwise stipulated by appropriate authority.

INCURRING COSTS

The Town of Watertown is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

FAMILIARITY WITH THE WORK

Each bidder is considered to have examined the work to fully acquaint himself with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. Failure to do so will not relieve a bidder of his obligation to furnish and deliver the liquid propane as specified herein for the consideration set forth in this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

CONSIDERATION OF PRIOR SERVICE

Previous performance, quality of service and merchandise will be considered.

ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS

Addenda information will be available online at <http://www.watertownct.org>. Adobe Acrobat® Reader may be required to view this document. It is strongly suggested that Bidders check for any addenda a minimum of forty eight hours in advance of the bid deadline.

At the time of the opening of bids each Bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda).

The failure or omission of any Bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally.

Every request for such interpretation should be emailed to the Town of Watertown, Purchasing Agent, Donna Ford at ford@watertownct.org, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be posted on the town's website no later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such Addendum or interpretations shall not relieve any Bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Watertown. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of the bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:

- It is at least equal in quality, durability, appearance, strength and design.
- It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Watertown, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or

used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Watertown or himself because of the unauthorized use of such articles.

QUOTATION LIMITATION

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an or equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

ESTIMATE OF WORK

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

WITHDRAWAL OF BID

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date of **11:15 a.m. Thursday, June 29, 2023**, the successful agent/broker shall not withdraw, cancel or modify their proposal.

POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

SUBCONTRACTORS

- Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form.
- The apparent low bidder shall file with the Town of Watertown, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town.
- Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Watertown.

Local subcontractors, material suppliers, and labor in the Town of Watertown should be considered and sought insofar, as is practical in the performance of this project.

QUALIFICATION OF BIDDER

In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just

cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors.

The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

SERVICE CENTER REQUIREMENTS

Bidders must state the location of the nearest delivery location and the availability of twenty four (24) hour a day delivery.

DELIVERY- Automatic Delivery

Trucks equipped with meters must make all deliveries. Meters must provide accurate, automatically printed delivery tickets indicating gallons delivered. Automatic printouts must show opening and closing readouts. A copy of the delivery ticket must be left at the location where the delivery was made.

PAYMENT

The Town, after delivery, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery.

Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Watertown
Purchasing Agent
61 Echo Lake Rd. 2nd Floor
Watertown, CT 06795

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Watertown for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Watertown, with each progress payment and at time of final payment prior to any payment being made.

At the time of award the successful bidder shall be required to supply the Town of Watertown a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

SALES TAX

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

CARE AND PROTECTION OF PROPERTY

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

AWARD

The Town of Watertown reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for thirty (30) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Watertown reserves the right:

- To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- To reject any or all bids, or any part thereof.
- To waive any informality in the bids.
- The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidders business within the Town of Watertown in awarding this bid.
- To accept the bid that is in the best interest of the Town of Watertown. The Purchasing Agent's decision shall be final.

INSURANCE

A. General:

The Bidder shall be responsible for maintaining insurance coverage in force for the life of the contract of the kinds and adequate amounts to secure all of the Bidder's obligations under the contract with an insurance company with an AM Best Rating of A - VII or better licensed to write such insurance in Connecticut and acceptable to the Town of Watertown.

The insurer shall provide the Town of Watertown with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of Watertown written notice at least thirty (30) days in advance of any termination, expiration, or any and all change in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Bidder's responsibility under this agreement.

The Bidder at his own cost and expense shall procure and maintain all insurance required and shall name the Town of Watertown, its employees, departments, boards, committees and commissions, as

an additional insured on all contracts except Worker's Compensation and Professional Errors & Omissions coverage.

In order to facilitate this requirement for insurance, it is recommended that the bidder forward a copy of this exhibit to the bidder's insurance representative(s).

B. Specific Requirements:

(1) Workers' Compensation Insurance

The Bidder shall provide Workers' Compensation Insurance required by law and the Employer's Liability Insurance for at least the amounts of liability for Bodily Injury by accident of \$100,000 each accident; Bodily Injury by Disease each employee of \$100,000; Bodily Injury by Disease, policy limit of \$500,000.

(2) Commercial General Liability Insurance

The Bidder shall carry Commercial General Liability policy (Insurance Services Office Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000.

(3) Business Automobile Liability Insurance

The Bidder shall carry Business Automobile Liability Insurance. (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required.

C. Hold Harmless & Subcontractor's Requirements:

The Bidder shall require the same insurance that it is required to carry by the Town of Watertown to be carried by any subcontractors and independent contractors hired by the Bidder and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work.

The Bidder shall require that the Town of Watertown, its employees, departments, boards, committees and commissions, be named as Additional Insured on all subcontractor's and independent contractor's policies before they are permitted to begin work.

The Bidder and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of Watertown, and its officers, agents, servants and employees for losses arising from the work performed by each on this contract.

The Bidder assumes and agrees to hold harmless, indemnify, protect and defend the Town of Watertown against any and all liability for injuries and damages to Bidder and to Bidder's employees, agents, subcontractors and guests, third parties or otherwise incident to or resulting from any and all operations performed by a contractor under any terms of this contract.

D. Other Data:

NOTE 1: If Bidder is only a vender shipping goods via Common Carrier only, General Liability is required.

NOTE 2: If Bidder is a Professional, Errors & Omission coverage will be required.

NOTE 3: The Town reserves the right to amend amounts of coverage required and the types of coverage provided based on work or service to be performed.

PERMITS

When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town. The cost of local permits will be waived by the Town of Watertown.

NONDISCRIMINATION IN EMPLOYMENT

The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Nonsegregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

For further technical or administrative information contact Donna Ford, Purchasing Agent at (860) 945-5260 or via email at ford@watertownct.org.

**TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795**

TECHNICAL SPECIFICATIONS

Unleaded Gas & Diesel Fuel

The Town of Watertown is seeking bids for approximately 65,000 gallons of Unleaded Gas and 48,000 of Diesel Fuel to be delivered to The Town's Highway Garage for the 23/24 season (7/1/23 through 6/30/24).

Location: Highway Garage
91 Burton St.
Watertown, CT 06795

Hours of Delivery - 6:30 a.m. thru 2:30 p.m. daily Monday thru Friday

10,000 Gallon Tank for the Gas
10,000 Gallon Tank for Diesel

Normal delivery is usually 5000 gallons unleaded and 2800 gallons diesel at a time

For bid to be accepted, bidder must provide an actual price.

Final pricing should include gross earning tax, lust tax and federal spill fee

PLEASE

IT IS A REQUIREMENT OF
THIS BID THAT EACH
PROPOSAL SUBMITTED
MUST HAVE A DUPLICATE
COPY ATTACHED.

YOUR COOPERATION IS
APPRECIATED

**TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795**

BID PROPOSAL

Unleaded Gas & Diesel Fuel

BID OPENING: 11:15 a.m. Thursday, June 29, 2023

**TO: *Donna Ford, Purchasing Agent
Town of Watertown
61 Echo Lake Rd. 2nd Floor
Watertown, CT 06795***

The undersigned, as bidder, agrees to furnish and deliver Unleaded and Diesel fuel as specified herein and declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm, or corporation; that he has carefully examined the location of the proposed work; that no person or persons acting in any official capacity for the Town is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified in the manner and time therein prescribed, and according to the requirements of the Town as therein set forth, and that he will take in full payment therefor, the following unit prices and lump sums, to wit:

FIRM _____
Name

Street

City State Zip Code

NAME _____
Please Print

TELEPHONE NUMBER _____ (Days)
_____ (Emergency)

FAX NUMBER _____

EMAIL ADDRESS _____

SIGNED _____ DATE _____

PROPOSAL

Is bidder able to provide automatic deliveries during the times specified? _____

Cost per gallon Unleaded delivered: \$_____

Cost per gallon Diesel delivered: \$_____

Deposit (if required) _____

Does vendor provide 24 hour emergency service? _____

Please state present hourly service rates: \$_____ Business Hours

\$_____ Evenings

\$_____ Weekends

Payment Terms _____

Have you taken any exceptions or have you deviated from our printed specification and if so, are such suggested changes clearly noted on the page provided for exceptions to specifications?:

___ yes

___ no

RECEIPT OF ADDENDA

<u>ADDENDUM #</u>	<u>SIGNATURE</u>	<u>DATE</u>
1.	_____	__/__/__
2.	_____	__/__/__
3.	_____	__/__/__
4.	_____	__/__/__

NAME OF BIDDER: _____

OFFICIAL ADDRESS: _____

PHONE NUMBER: _____

BY: _____ TITLE: _____
(Please Print)

DATE: _____

SIGNATURE: _____

PROPOSED SUBCONTRACTORS

FIRM _____
Name

Street

City State Zip Code

CONTACT _____ TELEPHONE _____
Please Print
TYPE OF WORK TO BE PERFORMED _____

.....

FIRM _____
Name

Street

City State Zip Code

CONTACT _____ TELEPHONE _____
Please Print
TYPE OF WORK TO BE PERFORMED _____

.....

FIRM _____
Name

Street

City State Zip Code

CONTACT _____ TELEPHONE _____
Please Print
TYPE OF WORK TO BE PERFORMED _____

REFERENCES

Please list a minimum of three references of similar work performed within the last three years.

FIRM _____
Name _____
Street _____
City State Zip Code

CONTACT _____ TELEPHONE _____

Please Print
TYPE OF WORK TO BE PERFORMED _____

.....

FIRM _____
Name _____
Street _____
City State Zip Code

CONTACT _____ TELEPHONE _____

Please Print
TYPE OF WORK TO BE PERFORMED _____

.....

FIRM _____
Name _____
Street _____
City State Zip Code

CONTACT _____ TELEPHONE _____

Please Print
TYPE OF WORK TO BE PERFORMED _____
