

INVITATION FOR BIDS

NO. 2 FUEL OIL
BID #FY24-05

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I. ADVERTISEMENT FOR BIDS

**TOWN OF WINCHENDON
WINCHENDON HOUSING AUTHORITY**

**INVITATION FOR BIDS – BID #FY24-05
NO. 2 FUEL OIL**

The Town of Winchendon is seeking bids for the delivery of NO. 2 FUEL OIL for the buildings owned by the Town of Winchendon and the Winchendon Housing Authority. Sealed bids, clearly marked “Fuel Oil Bid, FY24-05” will be accepted at the Office of the Town Manager, 4th Floor Town Hall, 109 Front Street, Winchendon, Massachusetts 01475 until **2:00 p.m., Tuesday, September 19, 2023** at which time and place they will be publicly opened and read. Bid specifications, information to vendors and bid forms may be obtained in the Town Manager’s Office at Town Hall, 4th Floor, or by calling (978) 297-0085 during regular business hours. The Town reserves the right to reject any and all bids, and to accept proposals deemed to be in the best interest of the Town.

*Brian Croteau
DPW Director*

II. INFORMATION/ INSTRUCTIONS TO VENDORS

Purchasing Entity: Town of Winchendon
Winchendon Housing Authority

Address: Town Manager's Office
109 Front Street, Dept. 1
Winchendon, MA 01475

Telephone: (978) 297-0085

IFB File Name/Title: No. 2 Fuel Oil

IFB File Number: FY24-05

Contract Contact Person: Brian Croteau, DPW Director
(978) 297-0085

Duration of Contract: Award Date of Contract – Date of Bid Award through
June 30, 2024

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SPECIFICATION/PURPOSE OF PROCUREMENT:

The Town of Winchendon seeks qualified vendors for the delivery of No. 2 Fuel Oil to buildings owned by the Town of Winchendon and the Winchendon Housing Authority an **approximate combined usage of 61,000 gallons**. Fuel tank information and locations are enclosed, see Attachment A.

It is the responsibility of the Vendor to learn the location of each building for delivery and to follow the ordering method for each site. All quantities stated are approximate and should not be interpreted by the Vendor as the actual quantities.

Metered slips are required for each delivery, signed by an authorized person at that location.
Metered slips are required for billing verification purposes in order to avoid delay of payment.
Vendor shall invoice separately for deliveries made to each respective location.

The Vendor agrees to deliver fuel oil as necessary within 48 hours from the time the order is placed. All product delivered is to be free of any and all contaminants which could cause damage to the heating system. The Vendor agrees, if necessary, to make a maximum of two (2) emergency deliveries within six (6) hours throughout the contract timeframe without additional cost.

The bid proposal must cover all labor, materials, transportation and insurance necessary for the purchase and delivery of fuel oil to the Town of Winchendon. Any damage to property of the Town of Winchendon or the Winchendon Housing Authority or adjoining private property caused by delivery trucks, oil hose, oil spillage, overflow, or any other type damages, will be the responsibility of the vendor. Whatever damages or losses result through defective equipment or the Vendor's negligent operation, the Vendor will be charged for said damages and/or losses.

The Vendor shall provide a certificate of insurance naming the Town of Winchendon and the Winchendon Housing Authority as additional insured under its policy as referenced in the sample contract, Section III.

SUBMISSION INSTRUCTIONS:

- 1.) Bids are to be submitted in a sealed envelope, clearly marked "No. 2 Fuel Oil Bid, #FY24-05". Bids must be mailed or delivered to:

Brian Croteau, DPW Director
Town Manager's Office, 4th Floor
109 Front Street, Dept. 1
Winchendon, MA 01475

An original plus two copies of the bid are to be submitted. No facsimile copies of the bid will be accepted.

- 2.) Bids must include a signed BID FORM and the following completed attachments, which are included in Section V, "Bid Form and Attachments."

Attachment A.)	Delivery locations and estimate usage
Attachment B.)	Bid Form
Attachment C.)	Affidavit of Non-Collusion
Attachment D.)	Certificate of Authority (if a corporation)
Attachment E.)	Attestation Certification
Attachment F.)	Statement of Qualifications/References

- 3.) Purchases made by the Town of Winchendon and the Winchendon Housing Authority are exempt from the payment of Federal Excise Taxes, and any such taxes must not be included in the quoted price.
- 4.) All requests for interpretation of the bid documents shall be submitted in writing to the Chief Procurement Officer no less than five (5) business days before the scheduled bid opening.
- 5.) If it becomes necessary to revise any part of this IFB or if additional data is necessary to enable an exact interpretation of provisions, such addenda will be provided to all Vendors who have requested this Invitation for Bids. No addenda will be issued within the immediate three (3) business days prior to the bidding deadline. If an addendum is issued, all Vendors shall acknowledge receipt of each addendum with their bid.
- 6.) All bids must be submitted in ink or typewritten on the forms provided, or on attachments approved in advance by the Chief Procurement Officer.
- 7.) Bids may be withdrawn in person without penalty prior to the date and time of the opening.
- 8.) All bids shall be valid for a period of no less than ten (10) days after the date of opening.

Any bid which fails to meet the submission requirements of the IFB will be found non-responsive without further evaluation unless the Chief Procurement Officer, at his discretion, determines that the non-compliance is insubstantial and can be corrected. In these cases, the Chief Procurement Officer may allow the Vendor to make minor corrections to the submission.

DEADLINE FOR RESPONSES:

Deadline Date: **September 19, 2023**
Deadline Time: **2:00 P.M.**

Bids will be publicly opened and read at the above date and time by the clock in the Town Manager's Office, 4th Floor of Town Hall, 109 Front Street, Winchendon MA, and taken under advisement.

III. Sample Contract

**TOWN OF WINCHENDON MASSACHUSETTS
WINCHENDON HOUSING AUTHORITY**

CONTRACT NUMBER:

THIS Contract is executed this _____th day of September, 2023 by and between:

Supplier's Name
Supplier's Address

hereinafter called "Supplier" and the TOWN OF WINCHENDON, a municipal corporation in the County of Worcester, Commonwealth of Massachusetts, and the WINCHENDON HOUSING AUTHORITY hereinafter called the "Purchasers."

The Purchasers and the Supplier agree to the terms and conditions contained in this Contract and in the following documents which are hereby incorporated by reference and made a part hereof: the Solicitation including Specifications and Supplier's Proposal, Contract Forms, Insurance Requirements, and all Addenda issued prior to and all Modifications/Amendments issued after execution of this Contract.

The Purchasers shall pay the Supplier for the performance of this contract the sum of \$_____ **per gallon fixed No. 2 heating fuel oil delivered** in accordance with the terms of this Contract.

This Contract shall not be altered in any particular manner without the written consent of all parties to this contract. All alterations to this Contract must be in writing and authorized as such by the Town Manager and the Supplier.

In the event the Supplier is a corporation, a Certificate of Authority that the person executing this contract is duly authorized to sign must accompany this contract.

Final payment on this contract shall release and discharge the Purchasers from any and all claims against the Purchasers on account of any work performed hereunder, or any alteration hereto.

This contract shall be deemed to be a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the Town Charter and Bylaws of the Town.

The Supplier will warranty the delivered No. 2 heating fuel oil to be free of any and all contaminants which will or could possibly damage storage tank, lines or the heating system.

The Supplier will cover all labor, materials, transportation and insurance necessary for the purchase and delivery of fuel oil to the Town of Winchendon and the Winchendon Housing Authority.

The Town of Winchendon is not bound by this contract until approved by the Town Manager.

The Supplier shall maintain insurance coverage with a company qualified to do business in Massachusetts in adequate amounts to protect the Supplier, the Purchasers and its employees, agents, and officials. Coverage must be in place and remain in effect for workers' compensation, comprehensive public and commercial general liability, owner's protective liability, and property damage, including products, completed operations, contractual liability; automobile liability for protection of or result from the Supplier's operations under this agreement. This insurance shall be in limits specified by law. In no case shall the limits be less than \$1,000,000 in bodily injury and property damages on account of any one person and \$1,000,000 on account of any one accident and \$1,000,000 in the aggregate: \$1,000,000 in automobile and truck account of any one accident and \$1,000,000 for

each occurrence for property damage liability. A certificate of insurance naming the Purchasers as certificate holders shall be filed with the Town Manager as Chief Procurement Officer. The description section shall contain the following sentence: "The Town of Winchendon and the Winchendon Housing Authority as additionally insured under this policy." All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice of non-renewal or cancellation of coverage.

The Supplier shall, to the maximum extent permitted by law, indemnify and save harmless the Purchasers, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including reasonable attorneys' fees, that may arise out of or in connection with the work performed or to be performed by the Supplier, its employees, agents, subcontractors or materialmen. The existence of insurance shall in no way limit the scope of indemnification. The Supplier further agrees to reimburse the Purchasers for damage to its property caused by the Supplier, its employees, agents, subcontractors or materialmen, including damages caused by his, its, or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Purchasers' gross negligence or willful misconduct.

IN WITNESS WHEREOF, the Agreement has been executed, in triplicate, on the date first above written for the Purchasers by Justin Sultzbach, Winchendon's Town Manager and David P. Connor, Executive Director of the Housing Authority and for the said Supplier by its owner, or duly authorized officer or agent. This instrument shall take effect as a sealed instrument.

PURCHASERS

SUPPLIER

TOWN OF WINCHENDON

Bill McKinney, Interim Town Manager

Company Name

Approved as to Appropriation:

Authorized Signature

Katie Medina, Town Accountant

Print or Type Name and Title

Approved Appropriation:

Date

\$ _____

Date

WINCHENDON HOUSING AUTHORITY

Date: _____

David P. Connor, Executive Director

IV. AWARDING OF CONTRACT

The Town intends to award this contract to the lowest eligible responsive and responsible Vendor. The Chief Procurement Officer shall consider the following criteria in making that determination:

- Price
- Compliance with requirements of this Invitation for Bids (IFB) and applicable laws
- Ability of Vendor to undertake and complete the work or service for this contract
- Sample Contract attached

The contract will be awarded no later than three (3) business days after bid opening, during which period bids may not be withdrawn.

V. Bid Forms & Attachments

Attachment A

TOWN OF WINCHENDON

<u>LOCATION</u>	<u>TANK SIZE</u>	<u>DELIVERY</u>	<u>ESTIMATE</u>	<u>CONTACT</u>
Wastewater Treatment Plant 637 River Street <i>Invoice to: DPW, 109 Front Street, Dept. 4 Winchendon, MA 01475</i>	2,000	Will Call	4,000	Joe Farrell (978)297-0536 <i>Phone: (978)297-0170</i>
Solid Waste Management 653 River Street <i>Invoice to: DPW, 109 Front Street, Dept. 4 Winchendon, MA 01475</i>	275	Will Call	1,000	Josh Harris (978)297-0395 <i>Phone: (978)297-0170</i>
Fire Station 405 Central Street <i>Invoice to: Fire Dept, 405 Central Street, Winchendon, MA 01475</i>	660	Automatic	4,000	Chief Smith <i>Phone: (978) 297-2323</i>
COA, Old Murdock 52 Murdock Avenue <i>Invoice to: Council on Aging, 52 Murdock Ave, Winchendon, MA 01475</i>	3 - 330 each	Automatic	7,000	Sheila Bettro <i>Phone: (978-297-3155)</i>
Beals Memorial Library 50 Pleasant Street <i>Invoice to: Beals Memorial Library, 50 Pleasant St., Winchendon, MA 01475</i>	2-300	Automatic	3,000	Manuel King (978)297-0300

Total 19,000 estimated gallons for Town of Winchendon

WINCHENDON HOUSING AUTHORITY

Contact Person: **David Connor (978) 297-2280 x302**

Invoice to: **David Connor
Winchendon Housing Authority
108 Ipswich Drive
Winchendon, MA 01475**

Ordering Method Usage	Location	Tanks	Capacity	Estimated Gallons
Auto Delivery	Pearl Drive Family Development Located in Basement of each unit	30 Tanks	240 Each Tank	22,800 gallons (est)
Auto Delivery	Pearl Drive Family Development Located in Community Building	2 Tanks	275 Each Tank	2,000 gallons (est)
Auto Delivery	63/65 Mill Street	2 Tanks	275 Each Tank	2,000 gallons (est)
Auto Delivery	71/77 Maple Street	2 Tanks	275 Each Tank	3,000 gallons (est)
Auto Delivery	190/192 Maple Street	2 Tanks	275 Each Tank	2,000 gallons (est)
Auto Delivery	35/37 Cottage Street	2 Tanks	225 Each Tank	1,400 gallons (est)
Auto Delivery	29/33 Oak Street	2 Tanks	275 Each Tank	2,800 gallons (est)
Auto Delivery	244 Front Street	2 Tanks	275 Each Tank	1,500gallons (est)
Auto Delivery	108 Ipswich Drive	1 Tank	330 Gallon Tank	3,100gallons (Est)
Auto Delivery	Ipswich Drive Maint Garage	1 Tank	330 Gallon Tank	1,400 gallons (Est)
Total Gallons Est.				42,000 gallons

(Metered slips required for each delivery location, signed by an authorized person.)

<u>Description</u>	<u>Total Price Per Gallon</u>
No. 2 Fuel Oil Delivered Price	_____

(The price per gallon, which includes the Vendor's margin/profit and delivery cost, shall remain constant and fixed for the duration of the contract.)

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Authorized Signature: _____

Type Name & Title: _____

Addenda acknowledgement: _____
(if received) Signature/date received

AFFIDAVIT OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal is in all respects bona fide and fair and has been made and submitted in good faith without collusion or fraud with any other person. As used in this affidavit, the word “person” shall mean any natural person, joint venture, business, partnership, corporation, union, committee, club, organization, group of individuals, or other business or legal entity.

Signature: _____

Date: _____

Name [Printed]: _____

Title: _____

Company: _____

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

_____, held on _____, at
(Name of Corporation) (Date)

which all the Directors were present or waived notice, it was voted that _____
_____, of this company be and hereby is
(Officer and Title)

authorized to execute contracts and bonds in the name and on behalf of said company, and affix its
Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of
such _____ under seal of the
(Officer)

company, shall be valid and binding upon this company.

A TRUE COPY,

Attest:
Place of Business:

I hereby certify that I am the _____ of the _____,
(Title) (Name of Corporation)

that _____ is the duly elected _____
(Name of Officer) (Title)

of said corporation, and the above vote has not been amended or rescinded and remains in full force
and effect as of the date of this contract.

Signature: _____

Name/Title: _____

Date: _____

(Corporate Seal)

ATTESTATION CERTIFICATION

I hereby certify, under the penalties of perjury, that I, to my knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

Signature of Individual or Corporate Officer¹

Company Name

Social Security Number or
Federal Identification Number²

¹ Approval of a contract or other agreement will not be granted unless this certification clause is signed by the Applicant.

² Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether or not you have made tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Chapter 62C, section 49A, of the Massachusetts General Laws.

STATEMENT OF QUALIFICATIONS/REFERENCES

The undersigned offers the following information as evidence of his/her qualifications to perform the work or service as bid upon according to all requirements of the stated specifications:

In business under present name:

Name: _____

for _____ years.

Have you ever failed to complete any work awarded? Yes/No

List recent contracts (preferably with municipalities) with names and telephone numbers of contact persons for whom you performed a service of the same nature as requested in this bid:

1. _____

2. _____

3. _____

4. _____

5. _____
