

**Town of Londonderry, Vermont**

100 Old School Street  
South Londonderry, VT 05155  
802-824-3356  
[www.londonderryvt.org](http://www.londonderryvt.org)

**INVITATION TO BID**

**RFP NO. 2021-10**

**DATE: June 30, 2021**

**PROJECT TITLE:** #2 Heating Fuel

**PROPOSAL DUE DATES:** Bid proposals are due by **June 8, 2021**, no later than 2:00 PM. See section 5 for specific directions on bid submittal.

**ESTIMATED TIME PERIOD FOR CONTRACT:** The proposed time period for this service is July 1, 2021 and June 30, 2022.

**BIDDER ELIGIBILITY:**

This procurement is open to those bidders who satisfy the minimum qualifications stated herein and are available for work in the State of Vermont.

**CONTENTS OF THE INVITATION TO BID (ITB):**

1. Introduction
2. Scope of Work
3. Pricing
4. Submission of Proposals
5. General Provisions
6. Evaluation and Contract Award
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**1. INTRODUCTION**

- A. Proposals are requested for providing No. 2 Heating Oil for the Town to be delivered on an automatic basis to the following three (3) municipal facilities.

<u>Location</u>	<u>Tank Capacity</u>	<u>Est. Usage</u>
Town Office - 100 Old School Street	275 gallons	1,300 gallons
Town Garage - 70 Old School Street	275 gallons	1,300 gallons
Town Hall - 139 Middletown Road	275 gallons	400 gallons
Total		3,000 gallons

- B. The quantity listed for each location is an estimate only and is based on fiscal year (July-June) usage, and may increase or decrease to meet heating demands.
- C. The Town reserves the right to purchase only the quantities necessary, whether more or less than the estimated amount needed with no impact to the bid price. The bid price

shall be held for any additional gallons beyond the estimated usage for the duration of the contract.

## 2. SCOPE OF WORK

- A. The Town is requesting bids with two options of which a respondent may select either option or both, each of which will cover the following period: July 1, 2021 to June 30, 2022.
- 1) Option #1 (Cost Plus) is to quote the cost of delivery per gallon over and above the wholesale price per gallon of the stated terminal being used. Invoicing for #2 fuel oil will be the Rack Price at the named terminal on the day of delivery plus the bid price provided.
  - 2) Option #2 (Fixed Cost) shall consist of quoting a guaranteed fixed price per gallon.
- B. The brand and quality of the product being offered shall conform to industry standards. All fuel oil shall be free from grit, acid, fibrous material or other substances which might clog or injure the heater, pump, strainers, valves, burners or engines now installed or located at the places where deliveries are to be made.
- C. Deliveries shall be made to the individual tank locations noted above and it shall be the responsibility of the successful Bidder to verify each fill location and to maintain sufficient quantities at each location to assure proper operation. Failure to do so may result in the assessment of damages.
- D. The successful bidder shall at all times be responsible, where applicable, for maintaining sufficient fuel supply in all tanks that are on automatic fill and will be held liable for damages or loss resulting from insufficient fuel supply. Specifically, on any occasion that such a tank runs out of fuel the supplier will incur the cost for any damage to the tank. If the tank runs out of fuel and the Town calls the supplier and requests a fill, the supplier will be required to fill the tank within three (3) hours. Failure to fill the tank within such time shall be considered a default and if the Town is forced to secure supply from a third party supplier, the primary supplier in default shall be responsible to reimburse the Town for the difference between the delivered contract price and the price incurred on the open market. Proposals must also provide for emergency deliveries should facility use patterns change in response to a local emergency.

## 3. PRICING

- A. Proposals will clearly state and explain all costs associated with the services to be provided as defined in Section 2, Scope of Work.
- B. The bid price shall not include Federal or State taxes or tolls. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms upon submission of the invoice and process same on behalf of the Town. No "Hazardous Material Fees," tank rental fees, or any other added charges, surcharges or fees beyond the bid price will be allowed.

- C. The Town will not make advance, incremental or partial payments. All work/deliveries must be satisfactorily completed before being invoiced. Payment terms are Net 30 days. Delivery slips shall be included with any invoicing and shall include which building received the fuel, how much fuel, time and date of delivery, and the driver.
- D. There is no expressed or implied obligation on the part of the Town to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

#### 4. SUBMISSION OF PROPOSALS

- A. Bids should be submitted electronically to the following email address: [townadmin@londonderryvt.org](mailto:townadmin@londonderryvt.org). Bids will also be accepted by mail or in-person.
- B. Respondents are to use the enclosed Bid Proposal Form (page 7) to submit their proposal. The completed form and any attachments should be scanned to PDF format and sent as a single attachment to the email address above, or delivered via mail or in-person. Failure to use the enclosed form shall be deemed as non-responsive and shall invalidate any submittal. Additional materials which clarify and/or supplement the response form may be attached to the Bid Proposal Form.
- C. All proposals must be submitted to the Town of Londonderry in care of the RFP Coordinator with reference to “#2 Heating Fuel Bid” in the email subject line, or on the envelope if submitted by mailed or in-person. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.
- D. There will be no public opening of the bids received by the Town, but they will be reviewed by Town staff, and ultimately the Londonderry Selectboard on **July 12, 2021**.

#### 5. GENERAL PROVISIONS

##### A. RFP Coordinator

The following RFP Coordinator will serve as the single point of contact for this solicitation:

Shane O’Keefe, Town Administrator  
Town of Londonderry  
100 Old School Street, South Londonderry, VT 05155  
Phone: 802-824-3356, ext. 5                      Email: [townadmin@londonderryvt.org](mailto:townadmin@londonderryvt.org)

Except as noted below, all communication between the bidder and the Town upon release of this ITB shall be with the RFP Coordinator. Any other communication will be considered unofficial and non-binding on the Town. Bidders are to rely on written statements issued by the RFP Coordinator.

Should potential bidders wish to view the delivery sites with a Town representative prior to bidding, please contact Road Foreman Josh Dryden at 802-824-3471 or roadforeman@londonderryvt.org before July 2, 2021.

**B. Commitment of Funds**

The Town of Londonderry Selectboard is the only entity that may legally commit the Town to the expenditures of funds for a contract resulting from this ITB. No costs chargeable to the proposed contract may be incurred before receipt of a fully and properly executed contract.

**C. Right to Accept or Reject Proposals**

The Town reserves the right to accept or reject any proposal, at its sole discretion, and to award a contract based solely on their determination of the best proposal considering all circumstances and conditions applicable to this project/purchase. This ITB does not obligate the Town to contract for purchases or services specified herein.

**D. Right to Retain and/or Utilize Information Contained in Submitted Proposals**

The Town reserves the right to retain all of the proposals and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this ITB unless clearly stated to the contrary and specifically noted in the proposal submitted and confirmed in the contract between the Town and the selected vendor.

**E. Right to Extend Contracts**

The Town reserves the right to extend a contract for ongoing services without reissuing an ITB.

**F. Insurance Requirements**

- 1) The Contractor will furnish the Town with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- 2) The Contractor shall, at its own expense, obtain and keep in force insurance coverage during the full term of the contract. Upon the Town's acceptance of the Contractor's proposal, a Certificate of Insurance shall be provided to the Town by the Contractor or the Contractor's insurance company before any work is performed. The Contractor's policies shall name the "Town of Londonderry, Vermont" as an additional insured.
- 3) By submitting a bid, Bidder warrants and promises that it will comply with all State of Vermont and federal requirements for the transportation, storage and handling of the fuel to be provided under this bid. The awarded Contractor shall indemnify the Town and its representatives against any claim, loss, damage, or liability arising from any such law or regulation related to any activity of Contractor or its agents or employees. The awarded Contractor shall be responsible for all damage to property,

or injury to persons, arising out of any act or failure to act on the part of its agents or employees. They shall indemnify and hold harmless the Town from any and all demands, suits, or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.

- 4) Liability Insurance -- Contractor shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per each occurrence and General Aggregate coverage of at least \$2,000,000.
- 5) Automobile Liability Insurance -- Contractor shall maintain automobile liability coverage with a Combined Single Limit of at least \$1,000,000.
- 6) Workers' Compensation -- The Contractor will, at all times during its service to the Town, comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The Town will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

## 6. EVALUATION AND CONTRACT AWARD

### A. Evaluation Procedure

- 1) Proposals will be evaluated in accordance with the requirements stated in this request and the *Town of Londonderry Purchasing Policy*.
- 2) The RFP Coordinator may contact the bidder for clarification of any portion of the bidder's proposal.

### B. Evaluation and Selection Criteria

The Town will consider the following criteria when evaluating and selecting proposals:

- 1) Price
- 2) Clarity and completeness of the submitted proposal
- 3) Bidder's ability to perform within the specified time limits
- 4) Bidder's experience and reputation, including past performance for the Town of Londonderry
- 5) Quality of the materials and services specified in the bid
- 6) Bidder's ability to meet other terms and conditions, including insurance and bond requirements, if any.
- 7) Bidder's availability to provide future service, maintenance, and support.
- 8) Bidder's financial stability.
- 9) Any other factors that the Town determines are relevant and appropriate in connection with a given project or service.

**C. Notification to Bidders**

The Town will notify the apparently successful Contractor of the Town's selection as soon as possible following the Selectboard's vote on acceptance of the bid and awarding of a contract.

**D. Start of Work**

Work may commence any time after July 1, 2021, subject to written authorization from the Town.

**Bid Proposal Form is on following page**

**BID PROPOSAL FORM**

**Due: July 8, 2021 at 2:00 PM**

**Complete and electronically submit the following proposal, please write clearly**

**1. BID PROPOSAL:** Check here [ ] if supplementary documentation is attached.

**#2 HEATING FUEL OIL OPTION #1: COST PLUS PRICE ABOVE WHOLESALE (DELIVERED).**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_ PER GALLON

**#2 HEATING FUEL OIL OPTION #2: GUARANTEED FIXED PRICE (DELIVERED).**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_ PER GALLON

OIL TERMINAL SUPPLIER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DISCOUNT TERMS OFFERED: \_\_\_\_\_

**NOTES:** All prices above shall be valid for 30 days and for the duration of the contract period. All prices shall include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this solicitation or contract will not be paid and only hold up payment if they are added to a submitted invoice.

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

Authorized Representative: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

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

**[END OF DOCUMENT]**