

TOWN OF WAREHAM



INVITATION FOR BIDS

SUPPLY & DELIVERY OF PROPANE (Liquefied Petroleum) GASES

IFB's DUE:

June 11, 2024, 10:00 a.m.

Late Proposals Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

Municipal Maintenance
95 Charge Pond Road
Wareham, MA 02571
Attn: David Menard, Director
dmenard@wareham.ma.us

TOWN OF WAREHAM

Legal Notice to Bidders

INVITATION TO BID

SEALED BIDS for the purchase and delivery of propane commencing July 1, 2024 through June 30, 2025, with renewal options for two additional one year periods, shall be received at the Wareham Municipal Maintenance Office, 95 Charge Pond Rd, Wareham, MA 02571, until 10:00 a.m. on Tuesday, June 11, 2024 and at that time and place be publicly opened and read. Phone calls, telegrams, postmarks, etc. shall not be considered. Bids not submitted on original bid forms shall be deemed non-responsive. Bid submissions must be made in a sealed envelope clearly marked "Supply and Delivery of Propane" The Town of Wareham assumes no liability for bids mistakenly opened due to improperly envelopes and will return same to bidder without notice.

The Town of Wareham reserves the right to reject any and all bids, in whole or in part, and to make awards in a manner deemed in the best interest of the Town as provided by M.G.L.

The Town of Wareham is an Equal Opportunity Employer. Bids from Woman/Minority Business Enterprises are strongly encouraged.

SUBMISSION REQUIREMENTS

- A. The bid must be submitted on the original bid form (one duplicate copy is requested).
 - 1.) The bid may be withdrawn or amended without prejudice between the time of submission and the time of opening.
 - 2.) All bid amounts will be considered firm and may not be withdrawn for a period of no less than thirty (30) days from the date of opening, unless stated otherwise.
- B. Bid submissions shall be made in a sealed envelope clearly marked "**Supply & Delivery of Propane-June 11, 2024 at 10:00 a.m.**". In the event that Town Hall is closed due to any reason, including but not limited to inclement weather, this bid will be opened at the same time and place on the next week day that Town Hall is in operation. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to bidder without notice.
- C. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, it is suggested that all bids submitted comply with the following guidelines:
 - 1.) All copies should be printed double sided.
 - 2.) All submittals and copies should be printed on recycled paper with a minimum of 20% post-consumer content.
 - 3.) All proposals and copies should minimize or eliminate the use of non-recyclable, or re-usable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
 - 4.) Vendors should submit materials in a format, which allows for easy removal and recycling of paper materials.
 - 5.) Vendors are encouraged to use other products, which contain reduced content in their bid documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc.
 - 6.) Unnecessary samples, attachments or documents not specifically requested, should not be submitted. Bidders should avoid superfluous use of paper, such as separate title sheets or chapter dividers.
- D. Where the word "signed" appears, it refers to the hand written signature of the individual authorized to execute the contract. Bids "signed" by any way other than described here will be considered non-responsive.
- E. Use of the corporate seal is required only when applicable and available.
- F. Certificates of insurance must be submitted by the apparent low bidder within ten (10) business days of the request from the Town (Also see Section VII, "Insurance").
- I. Signed (and sealed when applicable) certification that the bidder has not colluded with any other party in the preparation and submission of his/her bid.
- J. Bidder's certification regarding payment of prevailing wages (attached).
- K. Signed (and sealed when applicable) certificate of indemnification to save harmless the Town of Wareham for all damages to life and property due to his/her negligence or that of his/her subcontractors, etc. during the term of this contract (use form attached).
- L. Signed (and sealed when applicable) certification that the bidder has paid all State taxes due (use form attached).
- M. Signed and sealed certification of vote (for use by Corporations). Bidders may submit their own certificate of corporate vote.

I. CONTRACT DOCUMENT

The contract documents will consist of all bid forms as attached hereto. In addition, the following documents will be included:

1. All submissions required by Sect. I 'Submissions'
2. Any IFB addendum
3. Notification of Award
4. Any other documents by mutual agreement of the Town and successful bidder

II. TERM OF CONTRACT

A. TIME IS OF THE ESSENCE.

B. It is anticipated that this bid will be awarded within 15 days after the bid opening.

C. One contract will be awarded.

D. The successful bidder agrees to execute a contract with the Town of Wareham and provide insurance documents and any bonds required within ten (10) days after notification of award, unless stated otherwise. Failure or refusal to comply with this requirement may result in withdrawal of the bid award. In the event of bid award withdrawal, the Town reserves the right to issue a new Invitation to Bid or award to the second low responsive and responsible bidder.

E. This contract shall be in effect for one (1) year commencing July 1, 2024 through June 30, 2025 with renewal options for two (2) additional twelve-month periods. The option to renew will be at the sole discretion of the awarding authority, the Town Administrator. The renewal is not subject to agreement or acceptance by the Contractor.

III. EVALUATION CRITERIA

The successful bid will be the bid providing the "best price" (see "Price Evaluation" below) chosen from all bids considered to be responsive and responsible. The Town retains the right to waive minor informalities.

A. A **RESPONSIVE** bid meets all of the following criteria:

1. Answers all questions as required by this bid documents. Includes all forms and certifications required by Section. I "Submission Requirements"
2. Includes proper bid deposit.

B. A **RESPONSIBLE** bidder meets all of the following criteria:

1. Has sold, delivered, and applied the specified items for no less than three (3) years
2. Provides, at the request of the Purchasing Administrator, no less than three (3) favorable references of previous work of similar scope and size.
3. Demonstrates the ability to work within the term of the contract as described in Section III above.

4. It is the intention of this Public Agency not to award a contract for this work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and the Public Agency reserves the right to reject this or any other proposal or to award the contract as is deemed to be in the best interest of said Public Agency.

5. Must possess quality work ethics

IV. PRICE EVALUATION

Quoted prices are guaranteed to be fixed for the term of this contract.

- A. Discounts based on time of payment shall not be considered.
- B. No additional cost shall be added for delivery.
- C. 'Best Price' will be based on the lowest total price for the period 7/1/2024-6/30/25 offered by a responsive and responsible bidder.

V. INSURANCE

A. Commercial General Liability Insurance - Contractor is to maintain Casualty Insurance as follows:

Commercial General Liability Insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town, providing a limit of liability of not less than \$1,000,000 per occurrence and general aggregate. Such insurance is to include the following extension of coverage.

- 1.) Contractual Liability - \$1,000,000 per occurrence
- 2.) Premises Operation Liability - \$1,000,000 per occurrence
- 3.) Independent Contractors Liability - \$1,000,000 per occurrence
- 4.) Explosion, Collapse and Underground Property Damage - \$1,000,000 per occurrence
- 5.) Personal Liability - \$1,000,000 per occurrence
- 6.) Products Liability - \$1,000,000 per occurrence

B. Automobile Liability Insurance with an Insurance Company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town providing a limit of liability not less than those specified below. Such insurance is to include claims arising out of vehicles owned by contractor, hired by contractor, or owned by others acting on behalf of or under the direction of the contractor.

- 1.) Bodily Injury Liability of not less than \$500,000 per accident, bodily injury and property damage combined

C. Workmen's Compensation Insurance - The contractor shall furnish the Town with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workmen's Compensation Insurance Policies.

- 1.) Coverage A – Massachusetts
- 2.) Coverage B - \$500,000 per insuring agreement

D. Prior to the commencement of the work, contractor will cause to be delivered to the Procurement Office, Town of Wareham Certificates of Insurance evidencing the foregoing. The Certificates of Insurance are to provide that the Town of Wareham in care of its Procurement Officer shall be given at least 30 days' advance notice of cancellation, intent not to renew, or material change in coverage.

E. Bidder hereby agrees to save and hold the Town of Wareham, its agents, servants, and employees, Harmless from any and all claims arising out of the activities of contractor, its agents, servants, employees, and invitee or subcontractors.

F. The Town of Wareham is to be included as an additional insured under contractor's policies of general liability insurance for claims arising out of the activities of the contractor, or anyone acting in conjunction with the contractor.

VI. AFFIRMATIVE ACTION

It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the contractor to engage

in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

VIII. SUBSTITUTION

- A. All specifications provided are considered to be minimum quality and/or quantity acceptable.
- B. In the event that a proprietary specification is used, the intent is to clearly and best describe a minimum acceptable standard of quality and in no way reduce the competitiveness of the bid. Where proprietary specifications are used, alternate items of 'equal to or better than' standard may be substituted unless stated otherwise.
- C. When a substitution is made, the burden of proof shall be on the bidder to demonstrate that the substitute is in fact equal to or better than the standard used. The bidder shall submit such proof as part of the bid document. Bids not containing said documentation may be considered non-responsive at the sole discretion of the Town.

IX. ASSIGNMENT OF CONTRACT

The contractor shall not be permitted to either assign or underlet the contract, nor assign either legally or equitable any monies hereunder, or its claim thereto without the previous written consent of the Town of Wareham. Such consent shall not be unreasonable withheld.

X. PERMITS, FEES AND NOTICES

The Contractor shall obtain and pay for all permits, licenses, certificates, inspections and other legal fees required, both permanent and temporary.

XI. SPECIFICATIONS

Delivery Specifications:

1. All deliveries shall conform in every respect with all applicable laws of the Federal Government and/or the Commonwealth of Massachusetts and/or the Town.
2. The contractor shall clean the premises of product after all deliveries and leave the grounds and buildings in good condition.
3. The contractor must upon notice of the Town or Authorized Municipal Officer make prompt, and without charge, replacements of any Product furnished which fails to conform to specifications.
4. In case of municipal property is damaged in the process of delivery of product, the damage shall be the responsibility of the contractor and must be repaired or replaced to the satisfaction of the Town.
5. Delivery slips shall be provided to the Town at time of delivery indicating the amount of product delivered at each delivery. Deliveries shall be made between the hours of 7am and 3:30pm Monday – Friday. Drivers upon entering and exiting municipal property shall exercise extreme caution.
6. Included in this bid, below, is an estimated usage of product requested on an annual basis. These quantities are being set forth for the comparison of bids only and the actual amount of materials may not correspond therewith. The Town reserves the right to adjust the quantities in accordance with the actual amount of fuel required during the contract year.
7. All tanks are above ground
8. All tanks are owned by the town
9. Automatic delivery of propane for all tanks

Tanks:

All tanks owned by the Town, and are to remain in place.

Tank Position	Size (gal)	Location	Address	Owner	Refill Type	Anticipated Usage (gal/yr)
Above Ground	1,000	Municipal Maintenance	95 Charge Pond Rd	Town of Wareham	Automatic	10,000
Above Ground	1,000	Municipal Maintenance	95 Charge Pond Rd	Town of Wareham	Automatic	
Above Ground	500	Municipal Maintenance	95 Charge Pond Rd	Town of Wareham	Automatic	
Above Ground	500	Natural Resources	99 Charge Pond Rd	Town of Wareham	Automatic	1,000

Pricing:

The quoted price shall be in cents/ gallon **over** the Selkirk, NY terminal posting for the Monday prior to the date of delivery. Price shall be inclusive of all charges such as but not limited to, those listed below:

- All trucking and delivery fees, including fuel surcharges
- All off loading charges
- All DOT, hazardous material permitting fees, etc.

The quoted price shall remain in effect from July 1, 2024 to June 30, 2027.

The contractor shall send the Town the posted BPN NY Selkirk pricing from the week of delivery with each invoice.

XII. CONTRACT PRICES

The bidder above-mentioned declares and certifies:

1. That said bidder has carefully examined the instructions to bidders, schedules, and specifications prepared under the direction of the Municipal Maintenance Department, and will, if successful in the bid, furnish and deliver at the prices bid and within the time stated, all the materials, services or labor for which this bid is made.

2. No plead of mistake in an accepted bid shall be available to the undersigned bidder.

3. All bidders are required to answer the following survey questions. Bids not answering the following questions may be deemed non-responsive.

- | | Yes | No |
|--|-----|-----|
| a. Is the bidder a Minority Business Enterprise (MBE)? | [] | [] |
| b. Is the bidder a Women Business Enterprise (WBE)? | [] | [] |
| c. Does the bidder possess a business certificate in the Town of Wareham? | [] | [] |
| d. Has the bidder provided services or goods to the Town of Wareham at any time during the past 24 months? | [] | [] |

e. Has the bidder ever forfeited a bid or performance bond relating to a bid with the Town of Wareham? [] []

f. Is this bid for contracted services? [] []

1. If yes, will any portion be sub-contracted? [] []

2. Approximately how many people in total will work on this contract? _____

Price Proposal

Price for the supply and delivery of propane for the Town of Wareham as specified in the IFB:

Delivered Propane Cost: \$_____ per gallon above BPN NY Selkirk

Addenda(s) _____ are acknowledged: _____
(signature)

Authorized Signature

Name and Title (print or type)

Date

Telephone Number

Email address

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

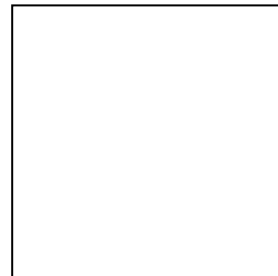
Authorized Signature

Date

Social Security Number or Federal
Identification Number

Legal Name of Business Entity (Please Print or Type)

Address: _____



**STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE
FOR USE IN
LEASES, USE AGREEMENTS, PROCUREMENT CONTRACTS ETC.**

_____, its officers and members all,
Legal Name of Bidder's Business Entity

through the signing of this document by an authorized party or agent, indemnify, hold harmless and defend the Town of Wareham and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigations and judgment of every name and description brought against the Town as a result of loss, damage or injury to person or property by reason of any act by _____, its agents, servants or employees.

Legal Name of bidder's Business Entity

Authorized Signature

Name and Title (Print or Type)

Date



CERTIFICATION TO PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L. c. 62C, §49A, I hereby certify that _____
Legal Name of Bidder's Business Entity

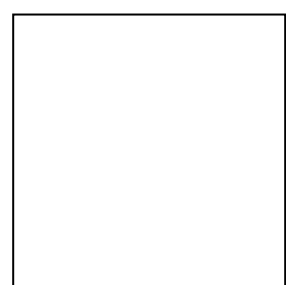
has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

Signed under the penalties of perjury.

Authorized Signature

Name and Title (Print or Type)

Date



Corporate Seal

CERTIFICATE OF VOTE
(Corporations Only)

At a duly authorized meeting of the Board of Directors of the _____
(Name of Corporation)

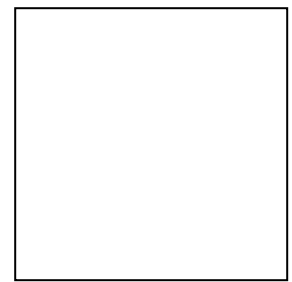
held on _____ it was voted, that _____
(Date) (Name)

_____ of this company, be and hereby is
(Officer)

authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I hereby certify that I am the clerk of the above named corporation and that _____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

Clerk

Date



Corporate Seal