

TOWN OF GREENWICH  
PURCHASING DEPARTMENT  
101 Field Point Road  
Greenwich, CT 06830  
203 622-7881

NO.: 7171

ISSUE DATE: 8/03/15

DEADLINE DATE: 8/14/15

DEADLINE TIME: 11:00 AM

REQUEST FOR BID  
 REQUEST FOR PROPOSAL

ITEM/CATEGORY NUMBER 2 HEATING OIL

LOCATION GREENWICH, CT

PREQUALIFICATION  
 STANDARDS/SPECIFICATIONS (ATTACHED)  
 INSURANCE REQUIRED (SEE ATTACHED)

PLEASE NOTE:

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/ proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.

  
James Giarraputo Latham, CPPB, Senior Buyer

An Affirmative Action/Equal Opportunity Employer, M/F/H

## Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Director of Purchasing and Supply. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Director of Purchasing and Supply shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

## TOWN OF GREENWICH

### REQUEST FOR BID #7171 DEADLINE: 8/14/15 AT 11:00 AM

#### NUMBER 2 HEATING OIL

#### **Background**

The Purchasing Department of the Town of Greenwich is soliciting bids for the supply and delivery of an **estimated 26,325 gallons** of Number 2 Heating Oil for Greenwich Town Government and the Greenwich Board of Education (the Town).

The vendor shall supply and deliver to the Town on an as needed basis, Number 2 Heating Oil that meets the specifications of A.S.T.M., Local, State, and Federal requirements.

#### **TERMS AND CONDITIONS**

In addition to the Town's standard terms and conditions that are listed on the reverse side of the cover page of this RFB, the following shall also apply for this solicitation:

#### **Issuing Authority**

Mr. James Giarraputo Latham, CPPB, Senior Buyer has been designated to be responsible for the conduct of this procurement. Any questions or requests for clarification related to this procurement must be submitted in writing to Mr. Latham to the address below.

The deadline for questions is August 10, 2015 at 11:00 AM.

Mr. James G. Latham, CPPB Senior Buyer  
Town of Greenwich Purchasing Department  
101 Field Point Road  
Greenwich, CT 06830  
Fax: (203) 622-7776 / Email: [jlatham@greenwichct.org](mailto:jlatham@greenwichct.org)

#### **Issuance of Addenda**

The Town of Greenwich reserves the right to amend this solicitation by addenda. Addenda will be posted to the Town's website ([www.greenwichct.org/bids](http://www.greenwichct.org/bids)) up to 48 hours in advance of the bid/proposal's due date and time. **It is the bidder's responsibility to check the Town's website for addenda.** If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, reply sheets, and times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. **No notification of addenda issuance will be made other than on the Town's website.**

## **Exceptions**

Bidders are not permitted to qualify their bid prices with any terms, conditions, or specifications that differ from the Town's terms, conditions or specifications.

If a bidder desires the use of different or additional terms, conditions or specifications from those specified in this RFB, the bidder shall present them to the Town in writing in the form of questions prior to the deadline for questions. Bidders with exceptions, who do not seek the Town's clarification on terms, conditions or specifications prior to the deadline for questions, and instead qualify their bid prices, will be disqualified.

## **Bidders Reply**

The bidder shall respond to this RFB by completing all of the Reply Sheets and submitting them (the bid) to the Purchasing Department before the bidding deadline. Bidders are responsible for the actual delivery of the reply sheets to the Purchasing Department before the bidding deadline. Bids received after the deadline cannot be accepted.

**Bidders are not permitted to submit their bids via fax or email.** However, if the Town elects to not issue an award based on the original bids received, the Town reserves the right to seek refreshed pricing from the bidders who submitted bids, for a period of ninety (90) days after the original bidding deadline. The refreshed pricing must be submitted by the bidders prior to the deadline(s) established by Town and **refreshed pricing may be submitted via fax (203-622-7776)**. The Town reserves the right to seek refreshed pricing multiple times and reserves the right to issue this commodity award based on the refreshed pricing.

## **Withdrawal of Bids Prior to Deadline**

A bidder wishing to withdraw a bid prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The Town will verify that the signature on the letter matches the signature on the reply sheets.

The Town will also verify the request to withdraw the bid by calling the bidder at the telephone number supplied on the reply sheets.

After the Town is satisfied that a request to withdraw a bid before the established deadline is valid, the bid will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or may modify the bid and resubmit before the deadline.

## **Withdrawal of Bids after the Deadline**

If bid security is required and a bidder does not honor his bid for the specified time, the bid check shall become the property of the Town; or, if a bid bond was furnished, the bid bond shall become payable to the Town.

After the bid deadline has passed, the submitted bids become the property of the Town and are valid offers to be honored by the bidder for sixty (60) days or longer, as specified in the Request for Bid.

Bidders who do not honor their bids for the sixty (60) day (or as specified) period, shall be declared irresponsible bidders. It is understood that due to the volatile nature of this commodity, pricing cannot be held for sixty (60) days.

### **Payment Terms**

The Town make payments for product received Net 30 Days from the date of invoice.

### **Taxes**

The Town will provide the awarded vendor with valid tax exemption certificates if requested.

For #2 Heating Oil the Town is not responsible for any Federal or State taxes. Therefore, the bidder's bid prices shall contain no taxes.

### **Force Majeure**

Force majeure except as specifically provided to the contrary in the bid document or herein, inability or failure of the vendor to deliver or of Town to receive the fuel or of either party to perform will not be the basis of claims for damages sustained by either party or for breach when due to causes or contingencies reasonably beyond the control of either party hereto, including but not limited to Acts of God or governmental authority. The party suffering the event of force majeure shall give notice of such event of force majeure in reasonably full particulars to the other party, as soon as reasonably possible. Any such event of force majeure shall, so far as possible, be remedied with all reasonable dispatch.

### **Warrantecs**

The Town warrantecs the delivery site based on an environmental and safety assessment.

The Town acknowledges and accepts that the vendor does not provide warranties for fuel stored by the Town in their fuel storage container or the containers' condition (internally or externally), container leakage and soil contamination, miscalculation of fuel ordering, fuel spillage except those attributed to driver negligence, facility safety and health.

### **Term of Commodity Award**

The Town's current Number 2 Heating Oil commodity award has been exhausted and no fuel remains. If this RFB leads to an award, the awarded vendor shall supply heating oil on an as needed basis to the Town beginning on 9/1/15 (or sooner if needed).

The new commodity award shall have an initial term of one year from **9/1/15 through 8/30/16**. In addition, the Town may exercise an option period of any length up to one (1) year.

***The option period will provide the Town with additional time to consume unused projected quantities of fuel.*** If there is no surplus fuel, the option period may be used to provide the awarded vendor with the opportunity to refresh fixed pricing and provide fuel to the Town for an additional period of time up to one (1) year.

## **Product Testing**

The Town acknowledges and accepts that if the Town requests that a fuel sample be taken the following will apply: the sample must be taken off of the delivery truck only and the Town will pay for the testing fee. Should the test results fail to meet the industry standards for the product sampled then the vendor will pay the industry standard analysis testing fee.

The quality of heating oil offered must conform to the requirements set forth in the specifications. The vendor may be asked to submit a test sample of the product. In addition, samples of delivered fuel will be tested by the Town to check conformity with the specifications.

If, in the opinion of the Town a delivery of heating oil deviates from the specifications, is the wrong type of heating oil, or is otherwise defective in quality to such a degree that proper use and combustion efficiency are interfered with, the shipment may be rejected.

It is the vendor's responsibility to immediately remove the entire contents of the vessel or vessels within two (2) hours notice by the Town and to replace the product. This is to be done at the vendor's expense without interruption of municipal operations.

If the vendor fails to respond and remove the contents of the tank in the above-stipulated time, the Town will have the right to have the heating oil removed and replaced with the correct type from another source. In such a case, the vendor will forfeit the right to sample and test the product as described below. All expenses incurred by the Town in removing, decontaminating, repairing the storage vessel and/or equipment will automatically become the full responsibility of the vendor. The vendor will also be responsible for any product costs that exceed the normal cost of product purchased under the terms of the award.

In case the Town questions the quality or type of any shipment, the vendor has the right to sample, in the presence of the Town's representative, the delivery concerned within two hours of notification by the Town and to test it. If the findings of the vendor's laboratory do not agree with those of the Town, a portion of the sample in question is to be submitted to a third laboratory, agreeable to both parties and the test findings of this laboratory will be accepted as representing the true quality of such shipment, and the cost of such independent test as well as the removal and replacement of product is to be paid by the party adjudged to be incorrect in his initial testing.

NO MIXING of an incorrect heating oil supply with other grades of heating oil or solvent in an attempt to create a satisfactory supply will be permitted.

NOTE: Heating oil supplies must meet current standards for pollution control as set forth in federal, state or local statutes. In any case where the above specifications may be in variance, the current statute shall rule.

## PROJECTED CONSUMPTION

### Best Estimate

In this RFB the Town has presented its best estimate of the approximate number of gallons that will be used during the term of the award. The Town intends to utilize the estimated fuel quantity specified in this RFB during the term of the award. It is not the Town's intention to utilize the purchased product quantity beyond the initial term, though it reserves the right to do so if necessary.

The listing on **page(s) 6-7** summarizes the Town's estimated annual fuel consumption. The Town may purchase more or less fuel than the amount that has been estimated.

The Town reserves the right to add or delete tank locations within Greenwich and the vendor shall service them during the term(s) of the commodity award for this product.

### Surplus of Fuel

*The commodity award for this product will provide the Town with an option period of any length up to one (1) year. This option period will provide the Town with additional time to consume unused projected quantities of fuel (i.e., surplus fuel). The same price structure used during the initial term will be used during the option period. Therefore, if fixed pricing was utilized, the same fixed prices as the initial term will be charged and paid during the option period. If variable pricing was used, the same variable rate calculation as the original term will be used. Bidders must calculate this stipulation into their bid pricing.*

### Shortage of Fuel

*The Town shall be permitted a consumption swing of 5% and therefore shall not be penalized in any way or charged additional fees if the Town's actual consumption is up to 5% more than the estimated consumption specified in this RFB.*

*In addition, if the Town consumes all of the contracted estimated quantity of fuel, plus the 5% swing quantity, and still requires additional fuel during the initial term (i.e., shortage of fuel), the Town will provide the vendor with a new estimated quantity of needed fuel, and the vendor will provide the Town with refreshed fixed pricing and refreshed variable pricing. Bidders must calculate this stipulation into their bid pricing.*

**TANK LOCATION, TANK SIZE AND PROJECTED USAGE FOR 9/1/15 to 8/31/16**  
**#2 HEATING OIL**  
**BOARD OF EDUCATION (BOE)**

**CONTACT: JOHN FRANGIONE 203-625-7451 / [john\\_frangione@greenwich.k12.ct.us](mailto:john_frangione@greenwich.k12.ct.us)**

<b>BOE Locations</b>	<b>Address</b>	<b>Tank Type AST/UST</b>	<b>Tank Size Gallons</b>	<b>Projected Usage Gallons</b>
1.Parkway School	141 Lower Cross Road	UST	4,000	15,000
2.Cos Cob School	300 Boston Post Road	UST	10,000	0
3.Glenville School	33 Riversville Road	UST	4,000	0
4.New Lebanon School	25 Mead Avenue	UST	5,000	0
5.Old Greenwich School	285 Sound Beach Ave.	UST	5,000	0
6.Julian Curtiss School	180 East Elm Street	UST	5,000	0
7.North Street School	381 North Street	UST	5,000	0
8.Central Middle	9 Indian Rock Road	UST	8,000	0
9.Eastern Middle	51 Hendrie Avenue	UST	5,000	0
10.Western Middle	1 Western Jr. Highway	UST	8,000	0
11.Havemeyer	290 Greenwich Ave.	UST	5,000	0
12.Greenwich High	10 Hillside Road	UST	15,000	0
<b>TOTAL PROJECTED ANNUAL USAGE</b>				<b>15,000</b>
<b>*The only time the vendor will need to deliver to locations #2 through #12 is if there is an emergency and the BOE cannot run on gas.</b>				

**TANK LOCATION, TANK SIZE & PROJECTED ANNUAL USAGE 9/1/15 to 8/31/16**  
**#2 HEATING OIL**  
**TOWN OF GREENWICH (TOG)**

<b>TOG Location Name</b>	<b>Address</b>	<b>Tank Type AST/UST</b>	<b>Tank Size Gallons</b>	<b>Projected Annual Consumption Gallons</b>	<b>Town Contact</b>
Round Hill Fire Station	Old Mill Road	AST	500	4000	A. Monelli
Pinetum Greenhouse	130 Bible Street	AST	2,000	4500	A. Monelli
Byram Park Work Shed	Ritch Avene	AST	275	900	A. Monelli
Bruce Park Work Shed	Indian Field Road	AST	300	175	A. Monelli
North Street Fire Station	669 North Street	AST	500	1750	A. Monelli
Griff Harris Golf Club	King Street	AST	500	This tank is not included in this RFB. The concessionaire fills this tank.	L. Berlingo
<b>TOTAL PROJECTED ANNUAL USAGE FOR TOG</b>				<b>11,325</b>	

## #2 HEATING OIL SPECIFICATIONS

The vendor will deliver #2 heating oil on an as needed basis to all of the Town's tanks. The Town reserves the right to modify, add and delete tanks during the term(s) of the award.

Test Description		Acceptable Ranges
Gravity, API° @ 60° F		32-34
Sulfur Content		State Requirement
Carbon Residue, 10° F Wt.		0.35%
Flash Point		Minimum 100° F
Water and Sediment		Maximum 0.10%
Ash		Nil
Saybolt Viscosity at 100 F		32.6 – 37.93 secs.
Cloud & Pour Point		10° F maximum
Biological		Negative
Distillation Temp	I.B.P.	
	90%	590 – 630 degrees
	Recovery	98.0%

## **Bidder's Minimum Qualifications**

The bidder must meet all of the terms and conditions specified in this RFB, and must meet the requirements listed below. Prior to award the low bidder may be required to furnish the Town with documentation confirming compliance to all or some of the following requirements:

- Capability and capacity to provide the required quantities of fuel with respect to the vendor's location of the plants or storage points.
- Vendor's relevant experience with emphasis on current or previous customer accounts for like product(s).
- Ability of vendor to service the Town for both routine and emergency delivery needs.
- Ability to comply with product specifications including but not limited to ASTM D6751 specifications, pour point requirements, etc.
- Favorable Federal Highway Administration Safety Status review for vehicles weighing over 18,000 lb GVW as determined by the CT Department of Motor Vehicles.
- Possess all required Federal and State permits and licenses to operate and deliver the fuel(s).
- Provide proper identification of Fleet and or Transport vehicle to be utilized for this service.

## **Delivery Procedures**

The Town will provide adequate facilities for the unloading and delivery equipment.

The Town acknowledges and accepts that a delivery by the vendor into any equipment or container furnished by the Town shall constitute delivery to the Town.

The Town acknowledges and accepts that deliveries in bulk shall be made in accordance with standard shipping point practices (i.e., vehicles are loaded by either certified meters or certified scales).

The Town acknowledges and accepts that automatic deliveries are provided on a "Best Efforts" basis (i.e., that the vendor is not responsible for forces outside the control of the vendor as it pertains to customer fuel usage).

If requested by the awarded vendor, the Town will provide the past 12 month's delivery history for each tank identified as automatic delivery.

Bidders shall familiarize themselves with all delivery sites prior to bidding. The vendor shall deliver, as needed throughout the term of the award, quantities of heating oil sufficient to maintain product within the tanks. Such deliveries are to be made Monday through Friday, except holidays on an automatic basis unless requested otherwise, in writing by the purchaser. The vendor shall *assign two drivers to each route so that each driver may be cover for the other and be familiar with each building's fill location*. Tanks are not to be allowed to drop below 1/4 full. Additional deliveries are to be made as requested. All deliveries must be made by meter. One copy of the meter ticket register signed by a municipal employee is to be left at time of delivery at the municipal office responsible for that location. Should the vendor fail to make deliveries as required, the Town reserves the right to secure sufficient product of equal or better grade and from any available source, to guarantee continued operation, and to back charge the vendor for any difference in cost from the contract price including costs directly attributable to the interruption of supply. Repeated failure to deliver on time and/or after notifications will be cause to consider the vendor in default of contract. In such case the Town, at its discretion may cancel the contract and secure the product for the remaining contract period from any available source best suited to the interests of the Town and to back charge the vendor for any difference in price.

The vendor is to not be obligated if he is unable to furnish products because of strikes, fires, war conditions in this country, or other causes beyond the vendor's control (weather conditions not included). In such cases, the Town is to be notified by telephone immediately followed by written notice within three (3) days.

Drivers are to exercise care to avoid spilling product or creating other damage in making delivery. Any cleaning required or repairs made necessary by such spillage will be performed by the vendor at the vendor's expense. The vendor shall be responsible for all costs of environmental cleanup and payment of any or all fines resulting from spillage at time of delivery.

- 1) All heating oil deliveries are to be made on weekdays between the hours of 8:00 A.M. to 4:00 P.M. for Municipal locations and 7:00 A.M. to 3:00 P.M for the Board of Education or as requested.
- 2) The driver shall see the Town employee at the time of delivery.
- 3) The Town employee and driver shall 'stick' the tank before and after delivery to confirm the quantity delivered.
- 4) Delivery trucks shall not ride up on curbs, sidewalks or lawns.
- 5) Delivery tickets and invoices for heating oil delivered to municipal locations shall be sent to Maureen Tracy, Finance Dept, Town Hall, 101 Field Point Road, Greenwich, CT 06830.
- 6) Delivery tickets and invoices for heating oil for the Board of Education buses shall be sent to Board of Education Accounting/Transportation Office, 290 Greenwich Avenue, Greenwich, CT 06830.

## PRICING

The bidder shall provide both current variable pricing and fixed pricing. Fixed price bids shall remain valid for at least one (1) hour after the deadline. The Town acknowledges the price volatility and the time sensitivity of commodity exchanges and plans to make a determination on a possible fixed price award within one (1) hour after the bid opening.

Fixed Pricing: The bidder shall provide firm fixed pricing for twelve (12) month terms. As an option, the Town may elect to fix pricing at any point in the contract period.

Variable Pricing: The Oil Price Daily (OPD) Average, published by the Oil Price Information Service (OPIS) will be the reference document for the variable pricing. The Town acknowledges that the prices posted in the OPD change daily and it is the responsibility of the Town to verify the OPD posted price.

The Town acknowledges that the Oil Price Daily (OPD) is copyrighted material, and therefore the vendor is not allowed to forward or provide copies of the OPD.

New Haven Harbor Market Average is expressed in terms of cents per gallon.

The posted New Haven Harbor Market prices are exclusive of taxes including the Connecticut gross receipts tax (GRT). All Municipalities are tax-exempt on Number 2 Heating Oil used for heating. The formula is as follows;

$$\text{Net Price} = ( \text{NHHL} + \text{NHHH} ) / 2 + \text{delivery charge} ) \times \text{amt delivered}$$

**TOWN OF GREENWICH**

**REQUEST FOR BID #7171    DEADLINE: 8/14/15 AT 11:00 AM**

**NUMBER 2 HEATING OIL**

**REPLY SHEET (Page 1 of 5)**

**BIDDER'S CONFIRMATION OF NO EXCEPTIONS**

**Bidders shall not qualify their bid prices with any terms, conditions, or specifications that differ from the Town's terms, conditions or specifications.**

If a bidder desires the use of additional or different terms, conditions or specifications from those specified in this RFB, the bidder shall present those different or additional terms, conditions, or specifications to the Town in writing in the form of questions prior to the deadline for questions.

**Bidders with exceptions, who do not seek the Town's clarification on terms, conditions or specifications prior to the deadline for questions, and instead qualify their bid prices, will be disqualified.**

**By signing below on this reply sheet the bidder confirms that only the Town's terms and conditions shall apply to this solicitation and the subsequent commodity award.**

**The bidder shall not include any letters, attachments, enclosures or any other additional, supplemental, unsolicited printed materials with their bid.**

**FAILURE TO COMPLETE, SIGN AND SUBMIT ALL REPLY SHEETS WILL RESULT IN DISQUALIFICATION OF THE BID.**

**Bidder's Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**TOWN OF GREENWICH**

**REQUEST FOR BID #7171 DEADLINE: 8/14/15 AT 11:00 AM**

**NUMBER 2 HEATING OIL**

**REPLY SHEET (Page 2 of 5)**

**Current Firm Fixed Pricing & Current Variable Pricing**

The bidder shall provide complete total pricing below that is inclusive of all costs.

<b>Product</b>	<b>Size of Delivery to a Single Tank</b>	<b>Variable Price Differential Fee</b>	<b>12 Month Period 9.1.15 to 8.31.16 Firm Fixed Price Per Gallon</b>
#2 Heating Oil	Less than 1000 Gals	\$	\$
#2 Heating Oil	1000 Gals to 4999 Gals	\$	\$
#2 Heating Oil	5000 Gals or More	\$	\$

**Bidder's Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**TOWN OF GREENWICH**

**REQUEST FOR BID #7171 DEADLINE: 8/14/15 AT 11:00 AM**

**NUMBER 2 HEATING OIL**

**REPLY SHEET (Page 3 of 5)**

**Formula to Determine a Future Fixed Price**

The Town may select a variable price agreement and then may convert from the variable price agreement to a fixed price agreement at any time during the initial term of the award.

For heating oil, the potential future fixed price will be the sum of the following three elements:

1. The most recent NYMEX Strip Average
2. Plus the current cash differential as charged by the brokers
3. Plus a fixed fee to cover the vendor's overhead, profit and delivery costs. The bidder shall indicate this fixed fee below and upon request, the bidder shall provide information relating to this fixed fee. The information supplied will be used for verification purposes only and will be held in strict confidence. Bidders must provide a dollar value in the table below.

Product	Size of Delivery to a Single Tank	Fixed Fee (Item 3 above)
#2 Heating Oil	1000 Gallons or More	\$

Bidders must provide a dollar value for Item #3 in the table above. Bidders do not need to provide a value for Item #1 and Item #2. Item #1 and Item #2 will be defined and then added to item #3 in the future, if and when the Town elects to convert a variable price into a fixed price.

**Bidder's Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**TOWN OF GREENWICH**

**REQUEST FOR BID #7171 DEADLINE: 8/14/15 AT 11:00 AM**

**NUMBER 2 HEATING OIL**

**REPLY SHEET (Page 4 of 5)**

**Non-collusion Language**

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

**Compliance with Ethics Code**

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

**BIDDER'S COMPANY NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE #** \_\_\_\_\_ **FAX #** \_\_\_\_\_

**CELL PHONE #** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**WEB SITE** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NO.** \_\_\_\_\_

**INCORPORATED IN THE STATE OF** \_\_\_\_\_ **Corporate Seal**  **Yes**  **No**

**TOWN OF GREENWICH**

**REQUEST FOR BID #7171 DEADLINE: 8/14/15 AT 11:00 AM**

**NUMBER 2 HEATING OIL**

**REPLY SHEET (Page 5 of 5)**

The Greenwich Code of Ethics can be found at [www.greenwichct.org](http://www.greenwichct.org). Relevant provisions of the Code of Ethics state as follows:

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.
3. **GIFTS AND FAVORS.** No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
4. **IMPROPER INFLUENCE.** No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

**By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents.**

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**BIDDER'S COMPANY NAME** \_\_\_\_\_