

**TOWN OF TEMPLETON
TOWN ADMINISTRATOR & SELECT BOARD OFFICE
160 Patriots Road ~ P.O. Box 620
EAST TEMPLETON, MASSACHUSETTS 01438
TEL: (978) 894-2755**

**Town of Templeton, Massachusetts
Invitation for Bids
#2 Heating Oil**

The Town of Templeton, Massachusetts is seeking bids for #2 Heating Oil for its' Town Buildings for the period of September 15, 2022, through June 15, 2023

BID SUBMISSION PROCESS:

Final bids must be received by **2:00 pm on August 31, 2022**, and shall be submitted as follows:

Bids to include the attached forms and the total cost of supply and delivery which will be made payable to the contractor;

Sealed Bids with "Invitation for Bids-#2 Heating Oil" clearly marked on the envelope (including pages 4-8 of this form) ONLY on the forms obtained from the Town's website shall be submitted via mail or other parcel service or shall be hand delivered to Town Administrator & Select Board Office, Rm. 6, Town Hall, P.O. Box 620, 160 Patriots Road, East Templeton, MA, 01438. DO NOT EMAIL SEALED BIDS.

A detailed package with information on the services to be provided, the conditions thereof, and proposal forms, is available at www.templetonma.gov (click on Paid, Volunteer and Contract Openings, then click on Current Bidding/Contracts) or said Select Board offices during normal business hours Monday – Thursday 7:30am-4:30pm. Each proposal should be in a sealed envelope marked, **Invitation for Bids-#2 Heating Oil. If mailed, the submission should be in a similarly marked *separate sealed envelope* to protect against the actual bid being opened in error. **Any questions with respect to this invitation must be received, in writing by mail (above address), by email (alamontagne@templetonma.gov), by Adam Lamontagne, Town Administrator, no later than 4:00 p.m. on August 22, 2022.** It is the proposer's responsibility to view and account for any addendums relating to this request. These will be posted on the Town web site no later than 4:00 p.m., on Monday, **August 24, 2022**. Bids will be time stamped as they are received. The Town's time stamp shall be controlling. Bids received by the Town after the Submission Deadline will be deemed non-responsive and will be refused. Telecopied or electronically mailed (e-mailed) bids will be deemed non-responsive and rejected regardless of the date received. Bidders are cautioned to hand deliver their bids. Any bid delivered late in person, will be refused; if delivered late by mail, it will be returned to its respective sender. **DO NOT** leave bids in the drop box outside of Town Hall-any bids left there, **will be automatically rejected**. The Town reserves the right to accept or reject any or all bids if deemed in the Town's best interest to do so. MBE/WBE firms encouraged to apply. EEO.**

Timely bids will be opened at 2:00 PM on Wednesday, August 31, 2022, in the Town Administrator & Select Board Office at 160 Patriots Road, East Templeton, MA, 01438, and at that time only the names of bidders and total amount of each bid will be read.

The Town will not accept any information or materials submitted after the Submission Deadline unless such information or materials are provided in response to the Town's written request for such information or materials. Bids shall be unconditional. Prior to the Submission Deadline, bidders may correct, modify, or withdraw a bid by written notice to the Town's contact person. Prior to opening the bids, any person(s) needing to make changes, correct, modify, or withdraw their bid, which has already been submitted, must submit a request in writing in order to receive their bid. No bidder may withdraw his bid for a period of 180 days after the date set for the opening thereof. After the opening of bids, a bidder may not correct or modify its bid in any manner unless in response to a written request by the Town in its sole discretion. These submission requirements will be strictly enforced. The Town reserves the right to reject any and all bids, to waive any informalities, to advertise for new bids, and to award one or more contracts, wholly or in part, as may be deemed to be in the best interest of the Town. The selection of the supplier shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin. The successful bidder shall be required to enter into a contract with the Town. **The Templeton Select Board is the awarding authority.**

Each bid shall be clearly marked with "Invitation for Bids-#2 Heating Oil" on the envelope and shall be submitted containing the following:

1. Name of Proposing Applicant
2. Name of Contact Person
3. Address, Telephone Number, and Email Address of Contact Person
4. Signed Certification of Good Faith & Non-Collusion (form attached) – fully executed
5. Signed Certificate of Tax Compliance (form attached) – fully executed
6. Signed Certificate of Authority (form attached) – fully executed (for corporate proposers)
7. Signed Town of Templeton Tax Compliance (form attached) – fully executed

GENERAL CONDITIONS AND RESERVATIONS

A. The Town makes no express or implied representations or warranties, orally or in writing, as to the accuracy and/or completeness of any of the information contained in, or provided as part of, this IFB, including, without limitation, information in the IFB, in appendices, exhibits, attachments, technical information, and/or supplements, in hard copy, facsimile, electronic or online, or available upon request or from other sources. The information is provided for convenience only, and cannot be relied upon, without outside, independent investigation and verification by the proposer. This information is subject to differing interpretation, analysis, and conclusions and to errors, omissions, and changes in costs, conditions, economics, engineering, laws, rules, and regulations that may occur on or after the date the information was created or assembled.

B. This IFB is made subject to errors and omissions.

C. The Town reserves the right to amend, suspend or withdraw this IFB by posting notice on the Town's website at any time for any reason whatsoever, in the Town's sole discretion. It is the responsibility of the bidder to check the Town's website for addendums.

D. The Town reserves the right, in The Town's sole discretion, to change the schedule or selection process by posting notice of any such changes on the Town's website at any time for any reason whatsoever in The Town's sole discretion.

E. The Town reserves the right to reject, in The Town's sole discretion, any bid not submitted in conformance with the requirements of the IFB and any amendments hereto, or to reject, in The Town's sole discretion, any and all bids, for any reason whatsoever. The Town reserves the right to waive any technicalities, to advertise for new bids, and to make awards as may be deemed to be in the best interest of the Town. The Town further reserves the right, in The Town's sole discretion, to waive, or to decline to waive, irregularities in any bid if and when The Town determines that it is in The Town's interest to do so.

F. The Town reserves the right, in The Town's sole discretion, to discontinue its selection process, to solicit other bids, to issue a new IFB or conduct any authorized alternative procurement method for any reason whatsoever at any time.

G. The successful proposer shall comply with all applicable federal, state, and local laws and regulations related to real estate transactions.

BID SPECIFICATIONS

#2 Heating Oil

We the undersigned, herewith submit our bid for furnishing the following indicated products in accordance with the Town of Templeton's Request for Bids.

Instructions to Proposers: The item you are bidding on must be filled in on the bid sheet. Only items completed in ink or typewritten will be considered. An authorized official must sign the bid sheet. Oil shall be Number 2 grade Heating Oil and shall be delivered during winter (starting November 1st till May 1st). All deliveries will be metered with ticket and tickets shall be delivered via email to Bob Szocik. The Town has eleven locations (with thirteen total tanks) that will need delivery and will use approximately 20,500 gallons throughout the heating season. Each location will be on auto-delivery with the winning bidder, and it shall be the responsibility of your company to keep each location fueled so that they are never empty throughout the heating season. All quantities stated are approximate and should not be interpreted by the proposers as the actual quantities the Town will purchase or be committed to purchase.

| <u>Bid # 1-variable rate</u> | <u>#2 Heating Oil</u> | | |
|------------------------------|-----------------------|------------|------------------------------------|
| Bid Price/Gallon | Bid Price/Gallon | Markup | Total Bid Price/Gallon |
| | Freight | per Gallon | delivered (plus tax)-variable rate |
| \$ _____ | \$ _____ | \$ _____ | \$ _____ |

Bid # 2-locked-in rate

Locked guaranteed price (firm), which will remain firm throughout the contract period, September 15, 2022 - June 15, 2023

Total Bid Price Delivered (plus tax), locked-in rate \$ _____ gallon

State Terms: _____

Date: _____

Company: _____

By: _____

(Signature)

Title: _____

Address: _____

Telephone Number: _____

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of

(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name)

(Officer)

of this corporation, be and he/she hereby is authorized to submit bids and bids, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation. ^(Officer)

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is duly elected _____ of
(Name) (Office)

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

(Clerk)

CORPORATE SEAL:

CERTIFICATE OF NON-COLLUSION & GOOD FAITH

The undersigned certifies under penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean natural person, business, Town, corporation, union, committee, club, or other organization, entity, or group of individuals.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provision of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder.

Printed name, Title _____

Name of Business _____

Signature _____

Date _____

PLEASE FILL OUT ONE OF THESE FORMS ACCORDING TO YOUR STATUS

CERTIFICATE OF TAX COMPLIANCE

(Corporate)

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for _____
printed name name of consultant/business

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal ID # _____

Signature _____

Name _____

Title _____

Date _____

OR

CERTIFICATE OF TAX COMPLIANCE

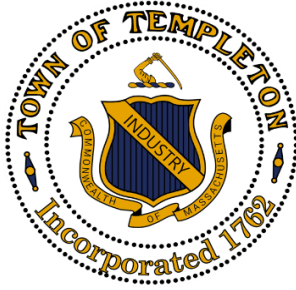
(Individual)

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____ do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

(Signature of person signing bid or bid)

(Date)



TOWN OF TEMPLETON

CERTIFICATE OF TAX COMPLIANCE

I, _____, do hereby certify that I am the authorized signatory for
Name (Printed)

_____ and that said business is paid current
Business Name Printed

on all Local taxes, fees, assessments, betterments, and other municipal charges, for personal and/or business property, up to and including the date this document is signed; and further that neither I, individually, nor the business listed owes the Town of Templeton any fees to date.

Signature _____

Name _____

Title _____

Date _____