

TOWN OF HAMILTON -- BID SPECIFICATIONS:
FUEL OIL/DIESEL BID

You are invited to submit sealed bids for the purchase of fuel oil and diesel for the Town of Hamilton.

The following conditions are to be observed:

PRICING:

1. The bidder shall insert the price for each item being bid upon in the area provided on the bid forms. The price inserted must be net and must include all delivery, freight charges, transport charges, and insurance costs where applicable. **DO NOT INCLUDE GROSS RECEIPT TAX.** No charges will be allowed for federal, state, or municipal sales and excise taxes, for which the Town of Hamilton is exempt. Exemption certificates, if required, will be furnished on form provided by the bidder.

Fluctuating prices are to hold firm for 30 days from the date of the bid award, (August 10, 2023). All subsequent price adjustments shall be made on the date of delivery and shall be based on published posting date prices in the New York Journal of Commerce (New York Harbor Barge Reseller Rack for Syracuse). If price increases are found to be not reflective of the current market conditions and are deemed unreasonable, excessive, and detrimental and/or injurious to the town, and if the contractor is unable or unwilling to substantiate the increase and/or cannot come to a mutual agreement with the town, the town will reserve the right to, upon 10 days written notice, terminate any contract. **Fixed net pricing shall be firm for the contract period of twelve months, beginning September 1, 2023 and ending August 31, 2024.** The Town of Hamilton reserves the right to increase and/or decrease the quantities specified within this bid.

VARIABLE PRICING:

2. Due to the fluctuating prices of fuels, bidders are asked to provide an escalator price on the attached bid sheets. The escalator price for fuel will reflect the amount over the fuel market price as posted in the New York Journal of Commerce (New York Harbor Barge Reseller Rack for Syracuse), on August 1, 2023. The escalator price for each fuel shall remain constant throughout the contract period, while the posted fuel market price will fluctuate. Price increases must be substantiated and proven by the bidder by submitting a copy of the New York Journal of Commerce (New York Harbor Barge Reseller Rack for Syracuse), for the date in question, if requested by the Town.

The fluctuating market price is calculated by finding the Syracuse pricing for the fuel in question and averaging the two figures. The escalator rate is the amount charged by the bidder for overhead, delivery, profit, etc., and is added to the current market price at the time of the purchase.

Bidders not providing an escalator price will be presumed to be offering a fixed price which shall be firm for the entire contract period.

The Town of Hamilton reserves the right to increase or decrease the quantities specified on this bid and to reject, for cause, any bid in whole or in part if in its judgment the best interests of the Town will be served.

DELIVERY:

- 3. Delivery for #2 fuel oil will be in trucks used exclusively for the transporting of #2 fuel oil. **All deliveries must be metered. Deliveries must be accompanied by a delivery ticket showing type, grade and number of gallons delivered.** Bidder agrees to maintain a sufficient supply of fuel to satisfy the requirements of the Town of Hamilton and so that emergency deliveries can be made within a 24-hour period. The Town will indicate at the time of the 1st call for a fuel delivery whether service will be on an “automatic replenishment basis” or “call-as-required basis”. If automatic replenishment is selected by a district, a minimum tank level must be agreed to. If the fuel level falls below the minimum, the town shall have the right to purchase sufficient fuel on the open market to fill such tank and will charge any increase in price paid over the current contract price to the account of the awarded contractor.

DETERMINATION OR EQUIVALENCY:

- 4. In all specifications, the words “or equal” are understood after each item. The Hamilton Town Board reserves the right to determine whether or not an alternate item is equivalent.

AWARD:

- 5. The Town of Hamilton will, based on the final comparison of all bids, award the bid to the lowest, responsive, responsible bidder as will best promote the public interest. The Town of Hamilton reserves the right to reject any and all bids in whole or in part.

BUY AGAINST CLAUSE:

- 6. The Town of Hamilton may immediately purchase products in the open market if the awarded bidder fails to deliver within the time specified, or fails to make replacements of items deemed unacceptable by the Town. Town of Hamilton reserves the right to authorize immediate purchase from other sources against late deliveries and rejections on any contract when necessary. On all such purchases the successful bidder(s) agrees to reimburse the Town of Hamilton promptly for excess cost occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from the contract quantity and future invoices.

INSURANCE:

- 7. All bidders shall maintain such insurance as will protect him from all claims under the workmen’s compensation act. The awarded contractor guarantees to furnish adequate protection insurance for damage to buildings, grounds and/or equipment occurring on account of or in connection with the furnishing and delivery of fuel under this contract, and will hold harmless the Town of Hamilton. This liability includes but is not limited to oil spills occurring during delivery. The following insurance shall be maintained by the awarded contractor for the duration of the bid award contract period.

		<u>General Liability</u>	
	Property	Min:	\$500,000.00
	Personal	Min:	\$1,000,000.00
OR	Blanket Coverage:		\$1,000,000.00

TERMS AND CONDITIONS:

8. The bidder will guarantee to meet all standards set forth in the specification sheet. Bidders will guarantee the fulfillment of this contract for a period of twelve months from September 1, 2023 through August 31, 2024.
9. The bidder agrees to save, defend, keep harmless and indemnify the district, and all its agents from any and all claims, however caused, resulting from or in any way connected with the awarded bidder's performance of the contract or arising out of each and any product defect or failure.
10. Quantities are estimates only. The Town of Hamilton agrees to purchase all fuel types pertaining to this bid from the awarded contractor.
11. Fuels are subject to random samplings at the discretion of the Town of Hamilton. All such samplings shall be submitted to an impartial qualitative and quantitative commercial laboratory for analysis. Should such analysis fail to conform to the petroleum industry standards, the Town of Hamilton reserves the right to terminate this contract.
12. Fuels shall conform to the Clean Air Act of October 1993.
13. The Posting Date in the New York Journal of Commerce (New York Harbor barge reseller rack for Syracuse) must be used for the fluctuating price for fuel.
14. #2 fuel oil shall be usable in high and/or low-pressure atomizing burners and in vaporizing burners
15. All conditions set forth in the General Conditions are in effect unless specifically modified. It is the responsibility of the bidder to adhere to all the conditions and specifications set forth herein. Failure to do so may result in the vendor's bid being declared an unresponsive bid. Failure to adhere to the aforementioned conditions, after the award has been made, may result in the vendor being found in default of this contract.
16. **The Town of Hamilton reserves the right to reject any and all bids.**
17. The Town of Hamilton reserves the right to increase or decrease the quantities specified in this bid and to reject, for cause, any bid in whole, or in part, if the best interests of the Town will not be served as judged by the Town Board.

BIDDERS AGREEMENT:

By submitting a bid, the vendor agrees to all conditions and stipulations contained herein and on the enclosed General Conditions.

**ESTIMATED QUANTITIES FOR THE CONTRACT PERIOD 09/01/23 - 08/31/24
FOR THE TOWN OF HAMILTON:**

PRICE BID PER GALLON

		FIXED SUMMER PRICE	FIXED WINTER PRICE
DIESEL FUEL	15,000 GALLONS	_____	_____
#2 FUEL OIL	1,500 GALLONS	_____	_____

Signed: _____ **Date:** ____ / ____ / ____

Printed Name: _____

Phone: (____) _____ - _____

Company: _____

Address: _____

This form must be signed and returned, *along with a signed Non-Collusion Statement*, by **MAIL** to the Hamilton Town Clerk, 38 Milford Street, Hamilton, NY 13346. **All envelopes must be postmarked by Monday, August 7th, 2023.**

EXCEPTIONS:

Any exceptions to the bid conditions must be listed below. Exceptions listed anywhere else in the bid shall make those exceptions null and void

Statement of Non-Collusion in Bids or Proposals
[General Municipal Law §103-d]

By submission of this bid, each Bidder/Proposer and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder/Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Bidder/Proposer and will not knowingly be disclosed by the Bidder/Proposer prior to opening directly or indirectly to any other Bidder/Proposer or to any competitor; and
3. No attempt has been made or will be made by the Bidder/Proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

No bid/proposal will be considered for award nor shall any award be made where paragraphs 1, 2, and 3 above have not been complied with; provided however, that if in any case the bidder/proposer cannot make the foregoing certification, the bidder/proposer shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefor. Where paragraphs 1, 2 and 3 above have not been complied with, the bid/proposal shall not be considered for award nor shall any award be made unless the County determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder/Proposer: a) has published price lists, rates, or tariffs covering items being procured, b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or c) has sold the same items to other customers at the same prices being bid/proposed does not constitute, without more, a disclosure hereunder.

I, _____ hereby affirm under penalty of perjury under the Laws of the State of New York that I am authorized to provide this certification and that the above is true and correct.

Name of Entity

Signature of Authorized Representative

Date