

Sandwich Marina

Harbormaster
P. O. Box 1393
Sandwich, MA 02563
Office (508) 833-0808



Town of Sandwich
*The Oldest Town On
Cape Cod*

TOWN OF SANDWICH MARINA INVITATION TO BID ~ FUEL

The Sandwich Marina hereby solicits unqualified bids for the delivery of Unbranded Gasoline (super unleaded) 93 octane fuel or better, and Unbranded Off Road Dyed Ultra Low Sulfur Diesel, for the period of March 1, 2020 through February 28, 2021. The Town of Sandwich reserves the right to extend the contract at the mark-up price submitted in the bid for up to two (2) additional one (1) year terms if performance and service are satisfactory according to the Town's needs at the sole discretion of the Town of Sandwich. The fuel will be stored in an above ground 12,000-gallon storage tank, with a capacity of 6,000 gallons gasoline, and 6,000 gallons diesel. Products must be pumped, metered, and brought in by delivery truck only. The Marina will not accept split bids; one contract for both gas and diesel will be awarded pursuant to this procurement (no gravity drops).

Bid packets for Unbranded Fuel may be obtained Monday thru Friday 7:00 a.m. to 3:00 p.m. beginning Monday February 3, 2020 at the office of the Sandwich Marina, 12 Freezer Road, P.O. Box 1393, Sandwich, Massachusetts 02563.

Sealed bids clearly marked "*Marina- Unbranded Fuel Bid*" will be received in the Office of the Sandwich Marina until 10:00am Friday February 21, 2020, at which time and place they will be publicly opened and read aloud. After bid opening, all bids shall remain in effect for thirty (30) days.

The contract shall be awarded to the lowest responsible and responsive bidder.

The Town Manager reserves the right to waive any informalities and to reject any and all bids not deemed to be in the best interest of the Town of Sandwich, Massachusetts.

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TOWN OF SANDWICH MARINA GASOLINE AND DIESEL FUEL BID SPECIFICATIONS

The Town of Sandwich is hereby soliciting unqualified bids for the delivery of Unbranded Gasoline and Diesel fuel for the period of March 1, 2020 through February 28, 2021. The Town of Sandwich reserves the right to extend the contract at the mark-up price submitted in the bid for up to two (2) additional one (1) year terms if performance and service are satisfactory according to the Town's needs at the sole discretion of The Town of Sandwich. Bids are being requested for 93 Octane or better gasoline (Super Unleaded), and Off Road Dyed Ultra Low Sulfur Diesel.

All applicable state and federal environmental protection agencies' fuel standards must be complied with for all types of gasoline and diesel fuel specified.

Contract Duration

One (1) year with possible extensions up to two (2) additional one (1) year terms at the mark-up price included in the bid, at the sole discretion of the Town of Sandwich.

Delivery Locations and Tank Capacity

Sandwich East Boat Basin Marina
12 Freezer Road
Sandwich, Massachusetts 02563

The following is the capacity and type of Gasoline and Diesel storage currently being used at the Marina:

12,000 gallon above ground (Convault) tank/split wall

6,000 gallon Gas (93 octane or better)

6,000 gallon Diesel (Off Road Dyed Ultra Low Sulfur Diesel)

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Bid Documents

Bid documents may be obtained Monday- Friday beginning Monday February 3, 2020 between 7:00 a.m. to 3:00 p.m. in the office of the Sandwich Marina, 12 Freezer Road, Sandwich, Massachusetts 02563.

Bid documents include:

- 1) "Invitation to Bid";
- 2) "Bid Specifications";
- 3) "Marina Bid Sheets";
- 4) Agreement

If a prospective bidder believes that any of these bid documents are missing, or otherwise in error, please contact the Sandwich Marina office at (508) 833-0808 for clarification.

Bid Procedure

Interested bidders shall submit sealed bids clearly marked "*Marina – Unbranded Fuel Bid*" by 10:00 a.m. on Friday February 21, 2020 to the office of the Sandwich Marina, 12 Freezer Road, P.O. Box 1393 Sandwich, Massachusetts 02563, at which time and place they will be publicly opened and read aloud. Bids for the delivery of all gasoline and diesel fuel at the Sandwich Marina will be submitted on the "*Marina Bid Sheet*". The bid sheet will be included in the sealed "*Marina – Unbranded Fuel Bid*" response and shall be received by the above deadline. The price quoted will be calculated as follows:

For Unbranded Gasoline 93 octane or better (super unleaded) and Unbranded Off Road Ultra Low Sulfur Diesel, the price quoted will be the price charged per gallon above the daily OPIS (formerly the Journal of Commerce) Boston Low price. In the interest of insuring fair and accurate bidding, and for comparison of bid prices only, the mark-up price submitted will be based on the OPIS Boston Low price set for Monday, February 3, 2020. The actual price invoiced to the Town for deliveries shall be based on the OPIS Boston Low price on the day of delivery plus the per gallon mark-up price stated in the Bid Form.

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Billing Verification

All invoices for fuel delivered shall be submitted in the form approved by the Town, including all required documentation. The approved invoice format shall include a statement of the mark up price per gallon based on the OPIS (formerly the Journal of Commerce) for the day the product is delivered to the Sandwich Marina, the number of gallons delivered, any applicable tax, and the total invoice amount. Any invoice submitted in any other format, without all required information, or without the necessary documentation shall be returned to the contractor for revision without payment.

Annual Consumption Estimate

Based on current usage it is estimated that the marina annually uses 75,000 gallons of 93 octane or better gasoline, and 129,000 gallons of off road dyed ultra low sulfur diesel. These quantities are estimated and the actual figures may increase or decrease depending upon demand. The Town of Sandwich does not guarantee any minimum or maximum number of gallons for either type of fuel.

Delivery Service

The successful bidder will provide the Marina twenty-four hour (24-Hour) delivery service, seven days per week, to include holidays, with a response time of twelve (12) hours or less upon notification of the need for delivery of additional fuel by telephone, text, email, or facsimile. If the successful bidder fails to meet the response time requirements three (3) or more times in any one season (May 15 through October 15) the Town reserves the right to terminate the contract and to procure an alternate source of supply without further liability to the successful bidder.

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Assumption of Loss and Liability

The successful bidder will bear all loss resulting from any cause or accident associated with the delivery of gasoline and diesel fuel and will indemnify, defend and hold the Town, its officers, agents, and employees harmless for any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees arising from any act or omission, negligence or willful misconduct of the bidder, its agents or employees in any way connected with performance under this bid award.

The successful bidder will furnish the Town with certificates of insurance from a responsible company qualified to do business in Massachusetts showing the following:

- Comprehensive General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit including Pollution Liability, Products and Completed Operations. The Town should be named as an "Additional Insured."
- Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident, including Pollution Liability and all other coverage's that are applicable to Fuel Dealers. The Town should be named as an "Additional Insured."
- Workers' Compensation Insurance as required by law.
- Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Town should be named as an "Additional Insured."

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Testing of Gasoline and Diesel

The Town reserves the right to periodically test, at its own expense, the product delivered to each location. If the gasoline or diesel fuel fails to meet the specified standards, the successful bidder will remove the gasoline or diesel remaining in the tank at its own expense and fill the tank at no charge to the Town.

Point of Sale Terminals

The bid price should not reflect the supplying of Point of Sale terminals. The Town shall provide independently for a means of customer payment by credit card transactions.

Bid Award

The Town Manager reserves the right to waive any informality and to reject any and all bids not deemed to be in the best interest of the Town of Sandwich. The contract will be awarded to the responsive and responsible bidder with a proven record of dependable delivery service offering the lowest price as specified in the IFB. The Town will award a single contract with the same company supplying both diesel and gasoline as specified in these specifications. Both products must be supplied by the same company.

It is the intention of the Town to award the contract within thirty (30) days of the bid opening, and to execute a contract with the successful bidder for both types of product in substantially the form attached to this Invitation for Bids within Seven (7) days of the bid award unless mutually agreed upon otherwise.

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TOWN OF SANDWICH– MARINA BID SHEET UNBRANDED GASOLINE AND DIESEL FUEL

- A. The undersigned proposes to provide for the delivery of unbranded gasoline and diesel for the Town of Sandwich, East Boat Basin Marina. The undersigned certifies that he or she has inspected the various delivery sites and has thoroughly reviewed the bid documents
- B. The price quoted will be the amount charged per gallon above the published OPIS (formerly the Journal of Commerce) per gallon price on the day of delivery.
- C. The undersigned agrees to provide *93 octane or better gasoline* (super unleaded) and *off road dyed ultra-low sulfur diesel* to the Sandwich Marina as specified in the Bid Specifications for the markup rate of \$_____ above the published OPIS (formerly the Journal of Commerce) per gallon price on the day of delivery.
- D. The undersigned agrees to execute a contract for the delivery of gasoline and diesel at the Sandwich Marina no later than March 1, 2020 and to commence delivery as required by the Marina no later than March 2, 2020 unless mutually agreed upon otherwise.
- E. The Town Manager reserves the right to waive any informality, and reject any and all bids not deemed to be in the best interests of the Town of Sandwich.

Signed: _____

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Name: (Please Print) _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Date: _____

I _____ (signature of authorized representative); have read and agree to abide by the bid specifications contained in this document including the "**Delivery Service**" specification as noted on page 4.

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Certificate of Non-Collusion

The undersigned certifies under the penalties of perjury that this bid or proposal 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 any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing bid

Name of business

Certificate of Tax Compliance

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I _____, authorized signatory for _____ (Name of Contractor), 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.

Signature of Authorized Representative

Title

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CERTIFICATE OF AUTHORITY (for Corporate Bidders)

At a duly authorized meeting of the Board of Directors of
_____ (Name of Corporation)
held on _____ (Date) it was VOTED that:

(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit 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 bid, contract, deed or obligation in this corporation's name on its behalf by such
_____(Name) under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST:

TITLE: _____

PLACE OF BUSINESS:

DATE OF THIS
CERTIFICATE: _____

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I hereby certify that I am the clerk of the _____
(Name of Corporation), that _____ is the duly elected
_____ of said corporation, 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:

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TOWN OF SANDWICH, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2020 by and between the TOWN of Sandwich, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 130 Main Street, Sandwich, Massachusetts, hereinafter referred to as the “TOWN”, and _____, [a _____ corporation] having a usual place of business at _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN invited the submission of bids for the furnishing to the TOWN of ~~No. 2 Fuel Oil~~, Ultra Low Sulphur Diesel, and Gasoline; and

WHEREAS, the CONTRACTOR submitted a Bid to perform the work required; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders, Bid Specifications and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, those provisions most favorable to the Town shall govern.
2. THE WORK. The Contractor shall perform all work and furnish all services necessary to provide the TOWN with one or more of the following:
 - a. Ultra Low Sulphur Diesel
 - b. Gasoline (Octane 93 or better).The CONTRACTOR is required to make deliveries to the TOWN on an as-needed basis ~~in compliance the Delivery Services~~ as set forth in the Contract Documents.
3. TERM OF CONTRACT. This Agreement shall be in effect from March 1, 2020 and shall expire on February 28, 2021, unless terminated earlier pursuant to the terms

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hereof. The Town may determine, in its sole discretion, to continue the Contract for two (2) additional one (1) year terms.

4. **COMPENSATION.** The TOWN shall pay, as full compensation for one or more of the following:
 - a. Ultra Low Sulphur Diesel
 - b. Gasoline (Octane 93 or better)The price(s) for such supply shall be as provided in the bid documents attached hereto and incorporated by reference herein.
5. **PAYMENT OF COMPENSATION.** The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. **LIABILITY OF THE TOWN.** The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. **INDEPENDENT CONTRACTOR.** The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. **INDEMNIFICATION.** The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. **INSURANCE.**
 - A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set out in the Assumption of Loss and Liability included in the Contract Documents.
 - B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this

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Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the

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CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. TESTING. The Town reserves the right to periodically test, at its own expense, the product delivered to each location. If the gasoline or diesel fuel fails to meet the specified standards, the successful bidder will remove the gasoline or diesel remaining in the tank at its own expense and fill the tank at no charge to the Town.
13. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

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18. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this
Contract.

TOWN OF SANDWICH, MA

By its: _____

Town Accountant

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)

(Name and Title)