



**TOWN OF ORANGE
INVITATION FOR BIDS
FUEL 2021-01**

Purchase and Delivery of Gasoline and Diesel Fuel

This Invitation for Bid (IFB) is for the purpose of establishing a contract with a qualified vendor to provide gasoline and diesel fuel to the Town of Orange.

GENERAL REQUIREMENTS: Bidders are to submit one original of their response to this IFB. The bidders are to use the bid forms provided in this packet to submit their bids. The bids will be publicly opened and read with all bidders welcome to attend. Facsimile (fax) or email bids are not acceptable and will not be considered.

SUBMISSION DATE: Bids will be accepted beginning March 31, 2021 through April 20, 2021 at 11 A.M.
Bids received after the time specified will be returned to the bidder unopened.

SUBMISSION LOCATION: Town of Orange Public Works Department
Attn: Kimberly Strawser, Deputy Town Clerk
235 Warren Street
Orange, VA 22960

CONTACT/QUESTIONS: Questions shall be submitted by April 12, 2021 to:
Kimberly Strawser, Deputy Town Clerk
Email: k.strawser@townoforangeva.org
Phone: 540-672-4791

**TOWN OF ORANGE, VIRGINIA
GASOLINE AND DIESEL FUEL
BID FORM**

Submission Information:

IFB- FUEL 2021-01

Opening of Bids: April 20, 2021

Time: 11:00 A.M., local time

**Location: Public Works Department
235 Warren Street, Orange, VA 22960**

We, the undersigned, agree to sell and deliver fuel to the Town of Orange for a period of 1 (one) year, with up to 4 years of renewal, beginning May 1, 2021 through May 1, 2022. Upon renewal, contract will renew each additional year on May 1st automatically, unless party cancels in writing 30 days prior to renewal. At the average terminal price, plus the below bid markup, plus applicable State and Federal taxes at the time of delivery and to meet the conditions set forth in the specifications and instructions to the bidders.

PRODUCT	RACK PRICE	MARKUP CENTS PER GALLON	TOTAL PRICE
1. Unleaded Gasoline 87 Octane	\$ _____	\$ _____	\$ _____
2. Diesel Premium Low Sulfur	\$ _____	\$ _____	\$ _____

THIS SECTION MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all by the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this contract shall not be cause to alter the original contract or request additional compensation.

COMPANY NAME: _____

AUTHORIAZED SIGNATURE: _____

TYPED/PRINT NAME OF PERSON SIGNING: _____

TITLE OF PERSON SIGNING: _____

ADDRESS OF COMPANY: _____

EMAIL & TELEPHONE NUMBER: _____

**THE TOWN OF ORANGE, VIRGINIA
SPECIFICATIONS AND INSTRUCTIONS
GASOLINE AND DIESEL FUEL - FUEL 2021-01**

GENERAL REQUIREMENTS

1. Intent:
It is the intent of the Town of Orange (“the Town”) to purchase and have delivered gasoline and diesel fuel to Town of Orange facilities. The Town of Orange normally purchases over 40,000 gallons of regular no lead gasoline (87 octane) and 30,000 gallons of diesel annually, delivered to the Public Works facility located at 235 Warren Street, Orange, VA, to the Police Department located at 249 Blue Ridge Drive, Orange, VA, to the Water Treatment Plant located at 12996 Spicers Mill Road, to the Waste Water Treatment Plant located at 13222 Spicers Mill Road and to the six (6) pump stations around the town.

2. Contract Requirement:
This contract will be issued to cover gasoline and diesel requirements for all Town agencies.

3. Contract Price:
This contract shall be a period of 1 year, beginning May 1, 2021 for 1 (one) year, with up to 4 years of renewal. Upon renewal, contract will renew each additional year on May 1st automatically; unless party cancels in writing 30 days prior to renewal. Subject to the Terms and Conditions of the Invitation for Bid included herein.

4. Quantities:
Actual quantities ordered shall depend on need and consumption, so that the quantities described above may be increased or decreased and represent only an estimate of possible quantity requirements.

5. Pricing:
Prices will be based on the rack terminal price on the day of delivery for gasoline and diesel fuel, plus the supplier’s markup, which shall include charges for delivery to site plus applicable State and Federal taxes. The markup will remain firm throughout the contract. In the event the Bidder shall require an increase in the markup, the Town of Orange shall reserve the right to solicit quotations and purchase from competitive vendors for the remainder of the contract. The markup shall be expressed as **CENTS PER GALLON**. The Town desires to receive the lowest price, rack plus markup; thusly the rack price will be taken into consideration.

6. Product Requirements:
 - a) Diesel fuel will be appropriately blended to prevent jelling.
 - b) Bidders will provide detailed specifications of the products with their bids.

- c) The successful bidder will provide all necessary information to the Town of Orange, and conform to all State and Federal requirements relating to bulk storage, delivery, identification, etc., as may be required all applicable regulatory agencies.
- d) The successful bidder shall supply all MSDS sheets for their products.

7. Bidder Qualifications and Evaluation Criteria:

The bidder shall have sufficient equipment and have access to supplies from the manufacturer so as to be able to deliver any item required at any time fuel would be needed. Delivery of the product will be made at a mutually convenient time. The successful bidder may arrange with Public Works to “top” any tank at the convenience of the supplier. Further, the successful bidder shall be available 24 hours per day, 7 days per week for emergency deliveries, such as for snow plowing.

8. Spillage/Improper Unloading

All spillages and improper unloading shall be corrected on an immediate basis and to the satisfaction of the Town. All associated costs including materials, labor and any damages resulting from the spillage shall be borne by the contractor. The contractor shall immediately notify:

Department of Public Works
235 Warren Street
Orange, VA 22960
(540) 672-4791

9. Pumps & Tanks

- All storage tanks will be the property and maintained by the Town of Orange
- The contractor will be responsible for installing pumps, registers, hoses, and gauges along with maintaining them for the life of the contract
- The contractor will be responsible for maintaining a minimum of 50% capacity in tanks, and checking tank levels to insure 50%

STANDARD TERMS AND CONDITIONS – INVITATION FOR BIDS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Town of Orange Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Public Works Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. The Town of Orange does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All the bids submitted in response to this invitation shall become the property of the Town and shall become a matter of public record available for review.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strike over and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the Town of Orange. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The Town of Orange reserves the right at any time and for any reason to cancel this Invitation for Bid, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The Town reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the Town, the Town has sixty (60) days to accept. The Town may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The Town will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the Town to award a contract to the lowest responsible bidder meeting specifications. The Town reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the Town. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e)

product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

11. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal". The Town reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.

12. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.

13. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the Town of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

14. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

15. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the Town, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the Town as a consequence of granting the Contract.

16. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Town reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The Town shall be entitled to recover its attorney's fees and expenses in any successful action by the Town to enforce this contract.

17. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the Town's destination. The Town reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's

warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

18. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Town may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

19. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substance Disclosure to Employees Act.

20. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Town harmless from loss on account thereof.