

**Town of Ledyard**

**Request for Proposals — #2017-01: Liquid Propane and New Propane Tank**

The Town of Ledyard, Connecticut is requesting pricing information for Liquid Propane to be used at various Town locations. Proposals are due by September 15, 2016. The full Request for Proposals can be found at <http://www.ledyardct.org/88/Request-for-Proposals-Bids>

Marcia Hancock  
Director of Finance

**Town of Ledyard**  
**Request for Proposals — Liquid Propane and New Propane Tank**  
**#2017-01**

**1. Introduction**

The Town of Ledyard, Connecticut is requesting pricing information and availability of the purchase of Liquid Propane, and a new propane tank, to be used at various Town locations.

**2. General Requirements**

Vendors making proposals must respond in writing to all requirements of this Request for Proposal (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

Proposer's return name and return address, along with the RFP number and name, must be affixed to the outer envelope of the proposal submittal.

Proposals are due in Ledyard Town Hall on Thursday, September 15, 2016, at 2:00 P.M. and will be opened and read aloud at that time. No telephone, e-mail, or facsimile proposals will be accepted. Any proposals arriving after 2:00 P.M. on September 15 will not be accepted.

Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal. The Town of Ledyard reserves the right to select or reject any vendor that it deems to be in the best interest provide the service specified. The Town reserves the right to accept the proposal on one or more items of a proposal, on all items of a proposal or any combination of items. The Town reserves the right to discontinue the selection process at any time prior to awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

Procurement information shall be a governmental record and shall be available to the public. Proprietary information shall be considered a governmental record.

**3. Project Requirements**

At the present time, the Town has five (5) locations that require delivery of liquid propane at various locations and tank sizes. Fuel is to be delivered either "as needed" in accordance with an agreed-upon, pre-arranged schedule, or as requested in response to a telephone request by an authorized Town of Ledyard representative.

The estimated quantity to be acquired for the 2016-2017 heating season is approximately 15,500 gallons. Fuel shall be of standard brand and quality. Quantities delivered to the different locations may differ slightly from those shown on the table.

The successful bidder will be required to insure that all tanks at the different locations with a pre-arranged delivery schedule are always filled with adequate quantities to keep the system and equipment operational at all times. The supplier will be held responsible for any costs incurred for repairs and/or services required due to these fuel tanks being allowed to reach empty status. Routine scheduled delivery will be the responsibility of the fuel supplier. The contract period for Liquid Propane would be October 1, 2016 through June 30, 2017.

Any deviations from the specifications must be so noted and any bid prices must be reflective of these deviations. The FOB Point is always to be the service address in Ledyard, Connecticut

unless otherwise stated by the bidder. An FOB point other than the Town of Ledyard must be so stipulated by the bidder.

Questions should be directed Steve Masalin, Director of Public Works at (860) 464-3238 at [public.works.director@Ledyardct.org](mailto:public.works.director@Ledyardct.org)

#### **4. Transition at Contract Inception**

Within ten (10) days of the awarding of the contract, the selected vendor shall examine all locations and report to the Town of Ledyard the amount of propane in each tank. The selected vendor shall cooperate with the previous vendor for the transition of the propane tanks.

In the alternative, the selected vendor shall, within thirty (30) days for the award of the bid, negotiate with the previous vendor for the transfer of ownership of the propane tanks.

No vendor shall fill tanks not owned by the Town, except upon the written permission of the Town of Ledyard.

#### **5. Transition of Awarded Locations/Propane Tanks At The Termination and/or Expiration Of the Contract**

The selected vendor shall remove any vendor-owned tanks within thirty (30) days of the termination and/or expiration of the contract term at no cost to the Town of Ledyard. Upon picking up the tanks, the vendor relinquishing the location shall weigh the tanks and credit the Town of Ledyard on the last invoice for any unused propane gas left in the tank at the time of pick-up. The price for the credit shall be calculated on the highest price for propane product paid by the Town of Ledyard during the term of the contract.

In the alternative, the selected vendor may transfer ownership of the tanks to the Town or subsequent vendor selected for a successor term within thirty (30) days for the termination and/or expiration of the contract term. The credit procedure shall not apply to propane product in tanks where ownership is transferred to a subsequent vendor or the Town of Ledyard.

Failure of the selected vendor to remove one or more tanks or transfer ownership within thirty (30) days for the termination and/or expiration of the contract terms shall automatically transfer ownership of the tanks to the Town of Ledyard free and clear of any interests of the selected vendor and its creditors.

The selected vendor shall indemnify and hold harmless the Town of Ledyard for damages resulting from the failure to install or remove propane tanks.

## 6. Amounts Needed

| Tank Location                                           | Tank Size (Gallons) | Approx. Usage (Gallons) | Tank Ownership        |
|---------------------------------------------------------|---------------------|-------------------------|-----------------------|
| Police Station<br>739 Colonel Ledyard Highway           | 1,000               | 3,500                   | Town owns—new service |
| Emergency Services Building<br>11 Fairway Drive         | 1,000               | 5,000                   | Vendor-owned—Need New |
| Public Works Garage<br>889R Colonel Ledyard Highway     | 1,000 (2)           | 1,900                   | Town owns             |
| Town Hall and Annex<br>741 Colonel Ledyard Highway      | 1,000 (2)           | 3,700                   | Town owns—new service |
| Animal Control Facility<br>889R Colonel Ledyard Highway | 500                 | 1,400                   | Town owns             |
| <b>TOTAL</b>                                            |                     | <b>15,500</b>           |                       |

## 7. Insurance

The successful vendor will be required to submit a certificate of insurance showing minimum liability limits of \$1,000,000, types of liability coverage, and workers compensation participation. Thirty day notice is required for cancellation of policy and Town of Ledyard shall be listed as additional insured.

## 8. Commitments

Provide a description of the vendor's overall capability, resources, and assurance that it can meet its commitment to successfully complete deliveries.

## 9. Compliance With Laws

The successful bidder warrants and promises that it will comply with all state and federal requirements for the transportation, storage, and handling of fuels provided under this bid.

## 10. Pricing

Liquid Propane - based on an agreement for an estimated number of gallons over a 9-month term.

This should address the purchase of an estimated number of gallons of liquid propane (15,500 gallons) from October 1, 2016 through June 30, 2017, and the purchase of one propane tank. Please state your pricing as follows:

### Option 1: Fixed Pricing

Fixed Price per Gallon \$ \_\_\_\_\_

List Taxes per Gallon \$ \_\_\_\_\_

Total per Gallon \$ \_\_\_\_\_

Option 2: Differential Pricing on Rack Rate

Pricing Differential per Gallon \$ \_\_\_\_\_

Taxes per Gallon \$ \_\_\_\_\_

Add--Alternate

Purchase and installation of  
one (1) 1000-gallon tank \$ \_\_\_\_\_

State what the price effect would be if the total actual number of gallons came in either less than or greater than the quantity guaranteed?

Identify any unusual features of your program that might make this unique or better than others.

Please describe your price protection plan and the cost if the Town were to purchase this option.

**11. REFERENCES**

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

**12. CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE, AND SIGNATURE REQUIRED:**

Contact information:

|                      |  |                        |  |
|----------------------|--|------------------------|--|
| Official Entity Name |  | Warranty/Guarantee     |  |
| Address              |  | FOB Information        |  |
| City, State, Zip     |  | Availability           |  |
| E-mail Address       |  | State of Incorporation |  |
| Telephone Number     |  | Price holds for        |  |
| Fax Number           |  |                        |  |

**Suspension and Debarment Certificate:**

I certify that this vendor has not been suspended or debarred from participating in any federal or State contract or grant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

**13. RFP TERMS AND CONDITIONS**

- a) **BID ACCEPTANCE AND REJECTIONS:** The Town of Ledyard reserves the right to accept any bid, and to reject any or all bids; to award the bid to other than the low bidder if deemed to be in the best interests of the Town; to accept the bid on one or more items of a proposal, on all items of a proposal, or any combination of items of a proposal; and to waive any defects in bids.
- b) **FINAL BID PRICE:** Terms and FOB point are always part of the bid. FOB point is always to be Ledyard, Connecticut unless otherwise indicated by the bidder. It is the bidder's responsibility to so designate an FOB point other than Ledyard. If the bidder has any special payments or delivery clauses which could effect the final delivery price of an item up for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the seller will be solely responsible for any increased prices due to any circumstances.
- c) **LATE PROPOSALS/BIDS:** Any bids received after the specified date and time will not be considered, nor will late bids be opened.
- d) **PAYMENT TERMS:** It is customary for the Town of Ledyard to pay its bills within 20 - 30 working days following delivery of, and receipt for, all items covered by the purchase order. In submitting bids under these specifications, bidders should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.
- e) **BRAND NAMES:** When the item is offered of a brand that is not known for use and/or reputation and financial stability is not well and favorably known to these officials, bids on such unknown brand may be rejected because of this lack of knowledge alone. Prospective bidders with such unknown brand should give information concerning it to the Finance Director so that it may be checked into for bids for the coming year. The bidder will state in the proposal the brand name and any guarantees of the proposed materials. The brand name is to be for the material that meets all specifications.
- f) **SUBCONTRACTORS:** Where a project involves utilizing subcontractors, and the project is completed satisfactorily, the Town of Ledyard reserves the right to request proof of

payment to subcontractors by the general contractor prior to making final payment to the general contractor.

- g) **PROPER DOCUMENTATION:** Any respondent to a bid request should sign off on and return to the Finance Department the original Bid Documentation Package which explains the scope of the bid request. Said signature, in the spaces provided, indicates receipt of, familiarity with, and understanding of, and acceptance of the specifications provided, except as otherwise noted by the respondent.
- h) **INDEMNIFICATION:** The Bidder will indemnify the Town against all suits, claims, judgments, awards, loss, cost, or expense (including without limitation to attorneys' fees) arising in any way out of the Bidder's performance or nonperformance of its obligations under this contract. Bidder will defend all such actions with counsel satisfactory to the Town at its own expense, including attorneys' fees, and will satisfy any judgment rendered against the Town in such action.

#### **14. BID OPENING AND RESULTS**

Proposals will be opened and read aloud in Ledyard Town Hall on Thursday, September 15, 2016, at 2:00 P.M. Proposers are welcomed to attend.

Bid results will be posted on the Town's website within one day after the bids are opened. The Finance Office will not respond to phone inquiries or emails for bid results.