



CAPITOL REGION PURCHASING COUNCIL

INVITATION FOR BID #730

FUEL OIL, DIESEL FUEL, & BIOFUELS

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| <u>Issue Date:</u> | As listed on crcog.bonfirehub.com |
| <u>Deadline for Questions:</u> | As listed on crcog.bonfirehub.com |
| <u>Response Deadline:</u> | As listed on crcog.bonfirehub.com |
| <u>Response Location:</u> | crcog.bonfirehub.com |

CAPITOL REGION PURCHASING COUNCIL
INVITATION FOR BID
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BID SPECIFICATIONS

I. MODIFICATIONS TO GENERAL TERMS AND CONDITIONS

INTENT

The Capitol Region Purchasing Council (CRPC), on behalf of certain Capitol Region towns, boards of education, and agencies, requests bids for the procurement of **heating oil, ultra low sulfur diesel, biodiesel, and bioheating fuel** for the period commencing July 1, 2022 and ending June 30, 2023. Each respective CRPC member will make its own awards and payments according to the terms and conditions set forth in these specifications. A written order from each awarding CRPC member will be required before any deliveries commence.

Note that individual contracts resulting from this Invitation to Bid may cover only a portion of the 2022-2023 fiscal year. Vendors are reminded to pay careful attention to the specific time period that their quotes should cover.

QUANTITIES

The quantities specified herein are annual estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of CRPC members which decide to make an award off of this bid (as participation is voluntary) and the needs of the using departments in each of those CRPC members.

Vendors must understand that during the course of the contract, there may be certain changes in locations, tank sizes and quantities used as well as grade of oil/type of product. Vendors will be expected to accept such changes without adjustments to the contract prices.

Vendors should additionally understand that **total** quantities have been provided in the bid table, organized by type of fuel for each participating CRPC member. Details regarding the site or sites of delivery for the total quantities have been provided separately in Appendix A.

ADMINISTRATIVE FEE EXEMPTION

The 1% administrative fee is exempted for this bid.

PIGGYBACKING

This bid is **not** open to piggybacking.

BID PRICES

OPTION A: Each vendor will render bids by indicating a **DIFFERENTIAL** from the New Haven Rack Average as published daily by the Oil Price Information Service (OPIS). Billing for any shipment shall be computed by adding the differential to the daily closing price for the day the delivery is taken. Such differentials may be either plus (+) or minus (-), and the low bidder will be determined by the most advantageous differential. CRPC members may request a price cap with this option. Prices bid must be held for a period

of **60 days** from the opening date in order to permit individual towns/boards of education to complete any required internal evaluation process.

OPTION B: Fixed Mark-Up

A Fixed Mark-Up may be submitted in which case the price per gallon will remain fixed during the entire term of the contract. Note that in order to accommodate varying CRPC member purchasing procedures that dictate the amount of time required to make a contract award, vendors are required to hold their fixed mark-up prices for a **twenty-one (21) day period** from the opening date as per the escalation/de-escalation clause described below. **The firm pricing established by this provision will remain in effect for the duration of the awarded contract.**

TOTAL FIXED MARK-UP PRICES FOR HEATING OIL ONLY shall be calculated as follows: On the day of the bid opening, CRCOG staff will enter the closing (“settle”) **NYMEX** price for **February 16, 2021** into the table as shown in Exhibit I for Heating Oil and Exhibit II for Diesel. Vendors shall use the weightings indicated in Exhibit I for heating oil and Exhibit II for diesel. Vendors mark-up shall include any and all costs of manufacture and delivery. A copy of the NYMEX strip being used will be part of the final tabulation package to provide indicative pricing. In recognition of the market’s volatile nature, all bidders between the time of the bid opening and formal, written award notification will be allowed to escalate/de-escalate their bid price(s) for heating oil pursuant to inter- and intra-day fluctuations in the NYMEX until an award is made.

The intent behind using this formula is to identify the lowest responsible vendor at the time of the bid opening, as said vendor should remain low despite upward and downward swings in the NYMEX. Vendors **MUST** supply documentation **with their bid** in support of any and all mark ups added to the base price to help communities verify the validity of updated quotes offered after the bid opening to reflect changes in the NYMEX strip. Vendors shall use the OPIS New Haven Rack Average pricing during the course of the contract period to demonstrate the validity of their pricing. **The same weightings and mark ups used for the bid prices submitted must be used to calculate all subsequent escalated/de-escalated prices.**

EXHIBIT I (This is an example only, using the NYMEX settle prices for Wednesday, January 30th, 2020)

| <i>Month</i> | <i>Settle Price</i> | <i>Weighting %</i> | <i>Weighted Price</i> |
|--------------|---------------------|--------------------|-----------------------|
| July | 1.7115 | 0% | 0 |
| August | 1.715 | 0% | 0 |
| September | 1.7195 | 0% | 0 |
| October | 1.7256 | 10% | 0.17256 |
| November | 1.7313 | 15% | 0.259695 |
| December | 1.7359 | 20% | 0.34718 |
| January | 1.7392 | 20% | 0.34784 |
| February | 1.7434 | 20% | 0.34868 |
| March | 1.7434 | 15% | 0.26151 |
| April | 1.7377 | 0% | 0 |
| May | 1.7257 | 0% | 0 |
| June | 1.7207 | 0% | 0 |
| | | | 1.737465 |

TOTAL FIXED MARK-UP PRICES FOR DIESEL FUELS ONLY shall be calculated as follows:

Pricing for diesel fuels will be secured in the same fashion as described above for heating oil, EXCEPT that the following weighting structure (Exhibit II) shall be used.

EXHIBIT II (This is an example only, using the NYMEX settle prices for Wednesday, January 30th, 2020)

| Month | Settle Price | Weighting % | Weighted Price |
|-----------|--------------|-------------|----------------|
| July | 1.7115 | 2% | 0.03423 |
| August | 1.715 | 2% | 0.0343 |
| September | 1.7195 | 10% | 0.17195 |
| October | 1.7256 | 10% | 0.17256 |
| November | 1.7313 | 10% | 0.17313 |
| December | 1.7359 | 10% | 0.17359 |
| January | 1.7392 | 10% | 0.17392 |
| February | 1.7434 | 10% | 0.17434 |
| March | 1.7434 | 10% | 0.17434 |
| April | 1.7377 | 10% | 0.17377 |
| May | 1.7257 | 10% | 0.17257 |
| June | 1.7207 | 6% | 0.103242 |
| | | | 1.7319 |

The intent behind using this methodology is to identify the lowest responsible vendor at the time of the bid opening, as said vendor should remain low despite upward and downward swings in the NYMEX. Vendors will be required to supply documentation to verify the updated strip used to calculate any and all price adjustments (escalations/de-escalations) that are made to establish a final award price.

Award notification will be confirmed by telephone and followed up by fax with the lowest responsible bidder(s) on any day within 21 days of the bid opening. The NYMEX strip to be used as the basis for a final escalation/de-escalation adjustment will be selected and authorized by the awarding entity (CRPC member) and may be based on opening, intra-day or closing postings.

Prices shall include allowances for all material and work delivered complete at the appropriate place in the contracting CRPC member’s facility(ies).

TAXES AND ASSESSMENTS

CRPC members are exempt from the payment of either federal or State taxes and such taxes shall not be included in the bid prices. **It will be the responsibility of the vendor to obtain any certifications needed to avoid the payment of such taxes.**

Moreover, bid prices shall include neither the \$.002 per gallon NORA Assessment, nor the Connecticut Gross Receipts Tax - which is no longer applicable to any diesel products in Connecticut. Any other taxes shall be applied directly to invoices of members who are eligible.

PROHIBITED SURCHARGES

The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges (delivery, storage, etc.) on the participating CRPC members at any point during the contract period.

SPILLAGE AND SPILL PREVENTION

Any spillage at the time of delivery will be the responsibility of the vendor and any costs to repair resultant damages or any penalties assessed against a CRPC member because of pollution resulting from such spillage shall be borne by the vendor.

In terms of preventative measures, it should be noted that some of the participating CRPC members have Spill Prevention, Control and Countermeasure (SPCC) Plans in place pursuant to the U.S. EPA's Oil Pollution Prevention Rule (40 CFR 112). To this end, some of these CRPC members (as well as others without SPCC Plans in place) may require supervised fills at various locations. CRPC members may provide this type of instruction at the time of award.

DELIVERY TICKETS

The CRPC members prefer to be furnished printer-type delivery tickets with each fuel delivery. The CRPC realizes that for larger tanks (8,000 gallon capacity and over) it may not be practical to use trucks that are equipped with printers showing the gallonage delivered. CRPC members may request copies of the loading ticket in cases where printer type delivery tickets are not available. **Partial compartment deliveries, unless made by printer ticket, will not be acceptable.**

DELIVERY ARRANGEMENTS

Arrangements for deliveries will be a matter to be negotiated between each individual CRPC member and the successful vendor. Inability of a vendor to meet required delivery arrangements may be cause for the rejection of the low bid. In certain instances, vendors may be required to make automatic deliveries based on degree days.

In other instances, vendors will be required to make deliveries within an agreed-to time interval (usually 48 hours) following notification by the CRPC member that supplies of oil are needed. The right is reserved to limit the hours within which deliveries can normally be made.

LIABILITY FOR DELIVERY FAILURES

If, as a result of a vendor's failure to deliver on an agreed-to automatic delivery schedule, within the agreed time interval following notification, or in accordance with any part of the specifications included herein (e.g., unacceptable product), and damage to an CRPC member results, the vendor agrees to compensate the CRPC member for such damages. Restitution will be required should: damage result from freezing (due to a lack of heat) or should the CRPC member incur additional costs from purchasing heating oil or diesel from an emergency source. **It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.**

If the contractor fails to make proper delivery within the time specified or if the CRPC member rejects the delivery, the CRPC member may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

EQUIPMENT

The contractor must be able to ensure year-round delivery, maintain a proper inventory for service where required and in some instances provide automatic printing meters on delivery trucks. Loading tickets may be substituted for meter-printed delivery tickets with the consent of the CRPC member.

EMERGENCY REPAIR SERVICE

In some instances vendors will be required to provide 24-hour, 7-day oil burner maintenance service.

PURCHASE ORDERS, DELIVERY RECEIPTS AND INVOICES

No delivery shall be made without a purchase order. A representative of the CRPC member shall normally sign for deliveries. Billing shall be made to each CRPC member separately in accordance with the terms set forth herein and on the purchase order. Billing shall be based on the New Haven Rack Average pricing for the type of fuel contracted for. **Billing shall clearly describe the type of fuel delivered and shall match the type of fuel contracted for.**

BID BONDS

Bidders are **required** to submit with their bid, **a valid, current bid bond in the amount of 10% of the total bid price.** Bonds shall be issued by an insurance company licensed to do business in the State of Connecticut. **Bids not accompanied by a valid bid bond shall be rejected. The bid bond shall be valid for a period of one (1) month from the date of the bid opening.** Vendors can include a copy of the bid bond with their electronically submitted bid, attached as an optional document upload on Bonfire. Original bid bonds should be sent in sealed envelopes indicating the name and date of the bid to:

Kim Bona
Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106

PERFORMANCE BONDS

A performance bond, in the amount of one hundred percent (100%) of each purchase order, **may be required of successful bidders.** Responding vendors are therefore asked to provide a **separate** price for this bond (to be quoted as a price per \$1,000 of contracted business) on their bid response. CRPC members will notify vendors after award if this is required.

LAWS

All deliveries shall comply in every respect with all applicable laws of the federal government and/or the State of Connecticut.

SCOPE OF BIDDING

Vendors may bid on the requirements of any CRPC member, or may bid on the requirements of all CRPC members listed. **Bidders are cautioned that they are responsible for serving all CRPC members for which they offer bids.** Vendors should only offer bids for those CRPC members that they have the capacity to serve based on the estimated CRPC member requirements, as failure to enter into contract with any CRPC member is grounds for forfeiture of bid surety.

FOR ENFIELD AND NEWINGTON ONLY

The low bidder shall furnish a certificate of insurance that includes the coverages and limits set forth below; identifies the town as an additional insured; and provides for at least ten days prior notice to the town of cancellation or non-renewal:

General Liability

Bodily Injury - \$500,000 per occurrence
\$500,000 aggregate

Property Damage - \$100,000 per occurrence
\$100,000 aggregate

Contractual Liability

Bodily Injury - \$500,000 per occurrence
- \$500,000 aggregate

Property Damage - \$100,000 per occurrence
- \$100,000 aggregate

Automobile:

\$500,000 combined single limit bodily injury and property damage per occurrence

Worker's Compensation:

As required by State Statute

FOR THE TOWN OF WEST HARTFORD ONLY

Please see the attachment concerning the town's insurance requirements.

SPECIAL REQUIREMENT

All contractors must supply, at no cost to the CRPC member, **Material Data Safety Sheets** for any chemical, especially toxic or hazardous compounds.

INFORMATION QUESTIONNAIRE

The information questionnaire must be filled out and submitted with the bid.

SITE CONDITIONS

Bidders should familiarize themselves with the locations, types of storage tank and sites in each CRPC member for which they offer bids. They should not offer bids for CRPC members that they cannot or will not serve based on locations, storage tanks or other conditions at the site, as they will under no circumstances be excused from fulfilling their agreement if the job is more complex than anticipated.

EXTENSION OPTION

Contracts may be extended for up to two years beyond the **June 30, 2022** date by mutual agreement of the parties. All extensions shall be completed before the next bid invitation is issued. A schedule of bid invitations and openings is posted on the CRPC website.

CONTRACT DELAY OPTION

Contract start may be delayed due to mild winters and the need for CRPC members to fulfill previous contracts.

WITHDRAWAL OF BIDS

No bid submitted may be withdrawn, in whole or in part, without the written consent of the Capitol Region Purchasing Council and/or any or all affected CRPC members.

REJECTION/CANCELLATION OF BIDS

The Capitol Region Purchasing Council reserves the right to cancel the bidding process prior to the established opening date and time, if such action is deemed to be in its best interest to do so. Moreover, the CRPC reserves the right to reject any or all bids or any part of any or all bids, if it is in its best interest to do so.

II. TECHNICAL SPECIFICATIONS

RIGHT TO TEST

The methods of testing the various grades of oil are clearly stated in ASTM D396 and ASTM D6751. CRPC members shall be permitted to require a sample of the oil at the time of any delivery and may submit such sample to a recognized testing laboratory. If such tests show that the oil does not comply with the specifications below, the vendor agrees to remove the contents of the tank involved and replace these contents with suitable material all at no expense to the CRPC member. Also, if the tests show that the shipment is not in accordance with the specifications, the vendor agrees to pay the costs of the tests, and to compensate the CRPC member for any damages caused by clogging, corrosion, etc. as a result of improper materials use.

FUEL OIL SPECIFICATIONS

The fuel oil described herein shall be suitable for heating schools and public buildings and shall adhere to the STANDARD SPECIFICATIONS FOR FUEL OILS - ASTM D396 and STANDARD SPECIFICATION FOR BIODIESEL FUEL BLEND STOCK – ASTM D6751. This publication can be obtained from the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19193. In addition, the fuel shall be free of any undesirable substances in quantities sufficient to cause damage to or improper operation of the burners.

BIO HEATING OIL BLENDING

It is the sole responsibility of the vendor to ensure the proper blending method and appropriate quantities blended bio product (B5 or B20) conditioned to the appropriate ambient temperature to avoid cold weather starting difficulties of equipment in the winter months. **RECYCLED PRODUCT IS NOT ACCEPTABLE.**

DIESEL SPECIFICATIONS

Diesel fuel must be suitable for the proper operation of internal combustion engines. The various characteristics required must conform to all applicable federal and state regulations. The diesel fuel herein specified shall be hydrocarbon oils, free from acid, grit, salt water and fibrous or other foreign matter, and shall conform to the requirements of ASTM D975 of latest revision.

WINTERIZATION

Certain CRPC members have specified a winter blend of diesel/premium diesel to be delivered either automatically or on an on-call basis. Unless a specific blending formula has been stated, the awarded vendor(s) shall be responsible for ensuring the cold weather, trouble-free operation of equipment/vehicles. The addition of cold-flow additives, in accordance with industry standards, will therefore be required to meet such blending requirements **at no additional cost.**

It should be noted that when available, usage estimates for “winterized” product have been added.

BIODIESEL (B100) SPECIFICATIONS

The BioDiesel herein specified shall conform to the requirements of ASTM D6751 of latest revision. A certification of analysis must be provided with each shipment. Failure to comply may result in refusal of receipt of product.

BIODIESEL BLENDING

It is the sole responsibility of the vendor to ensure the proper blending method and appropriate quantities blended bio product (B5 or B20) conditioned to the appropriate ambient temperature to avoid cold weather starting difficulties of equipment in the winter months. **RECYCLED PRODUCT IS NOT ACCEPTABLE.**

Vendors may be required to provide training regarding use of B5 and B20 to authorized Equipment Repair and Maintenance staff (i.e. filter and additive changes).

III. STANDARD BID AND RFP TERMS AND CONDITIONS

PURCHASING COUNCIL PURPOSE

The Capitol Region Purchasing Council (“CRPC”) is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments (“CRCOG”), which attempts to provide volume-based discounts to its Member Agency base through various cooperative procurement initiatives. To date, some **115** towns, boards of education and agencies across the State (38 of which are located in the Greater Hartford area) are eligible to take advantage of the Council’s services.

BID FORMS/SUBMISSION OF BIDS

The CRPC uses Bonfire for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. The CRPC accepts no responsibility for the receipt and/or notification of solicitations through any other company.

No oral, telegraphic or telephonic submittal will be accepted. IFB’s, RFP’s, RFQ’s and RFI’s shall be submitted in electronic format via **Bonfire**. All Invitations For Bid (IFB), Requests For Proposals (RFP), Requests For Quotes (RFQ), Requests For Information (RFI) submitted electronically via **Bonfire** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI. A formal, in-person bid opening will not be held.

QUESTIONS

Inquiries should be directed through the **Bonfire** messaging application.

No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. **Every request for an interpretation shall be made in writing and posted to the Bonfire online system.** To receive consideration, such questions must be received according to the date posted on the Bonfire online system.

The CRPC staff will arrange as addenda, which shall be made a part of this Invitation for Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bid proposals, the CRPC staff will **post a copy of any addenda in Bonfire.** In special cases, the CRPC staff reserves the right to post clarifying information in the form of an addendum outside of the aforementioned timeline. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the **Bonfire** website.

EXCEPTIONS TO SPECIFICATIONS

Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation for Bid. Unless exceptions to any of the terms and conditions, including pricing, are specified as part of the bid response, it will be expected that all terms and conditions expressed herein are acceptable and shall govern resulting contracts. **Any variance from specifications, including product substitutes (as well as replacements for discontinued items) and pricing units (pounds, 50 lb bags vs. 100 lb bags, etc.) must be clearly noted in the vendor's bid response.**

SUBSTITUTION FOR NAMED BRANDS

Should brand name items appear in this bid, the bidder must make available specifications on any substitutions, and explain how the substitution compares with the named brand's specifications.

BID AWARD

A bid award, in the form of a purchase order issued to a participating vendor, shall be made by each respective Member Agency to the lowest responsible bidder(s). The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Member Agency and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid forms and the bidder's perceived ability to fulfill his/her obligations as prescribed by these specifications. Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection.

CONTRACT EXTENSION

Contracts may be extended by mutual agreement of the parties – for bids with a one year contract period, a one year extension will be permitted if there is mutual agreement; for bids with a two year contract period, a two year contract extension will be permitted if there is mutual agreement. **All extensions shall be completed before the next bid invitation is issued.** A schedule of bid invitations and openings is posted on the CRPC website.

ESTIMATED QUANTITIES

The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of Member Agencies that decide to make an award from this bid (as participation is voluntary) and the needs of the using departments in the various Member Agencies.

INCLUSION OF NON-PARTICIPATING TOWNS AND BOARDS OF EDUCATION

Any Member Agency, current or future, within the CRPC shall be allowed to participate in this bid during the life of the contract, even if it is not listed amongst the bid participants.

WITHDRAWAL OF BIDS

No bid submitted may be withdrawn, in whole or in part, without the written consent of the CRPC.

REJECTION AND/OR CANCELLATION OF BIDS

The CRPC reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

RIGHT TO WAIVE ANY INFORMALITY

The cooperating Member Agencies reserve the right to waive any informality in a bid when such a waiver is in their best interest.

BID PRICES

All prices bid must be on the basis of F.O.B. delivery point, unloaded inside, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal. **Note: CRPC strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. Prices bid shall apply throughout the term of the contract and will be construed as all-inclusive.**

TAXES

Member Agencies are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid, whether a net unit price or a trade discount from catalog list prices, must be exclusive of taxes and will be so construed.

BILLING

Billing shall be made to each bid participant according to the terms set forth on each purchase order.

1% ADMINISTRATIVE FEE

The Capitol Region Council of Governments uses Bonfire to distribute and receive bids and proposals. **Responding vendors agree to pay to the CRCOG an administrative fee of one percent (1%) of the total ordered amount of all contracts for goods and/or services awarded to the vendor.** This fee shall be submitted by the vendor to CRCOG on a quarterly basis along with a report on awards made by Member Agencies and purchase orders issued by CRPC members to vendors. The fee shall be payable for all CRPC bids unless specifically exempted by the CRPC.

The fee and report shall be submitted as a check to made to the order of “Capitol Region Council of Governments” and mailed to:

Capitol Region Council of Governments
Attn: Kim Bona
241 Main Street, 4th
Hartford, CT 06106

REPORTING REQUIREMENTS

All orders placed on CRPC bids shall be reported to the Capitol Region Council of Governments on a monthly or quarterly basis. Vendors are responsible for submitting purchase orders to the CRCOG via email to kbona@crcog.org.

FAILURE TO COMPLY

All awarded vendors must comply with the 1% Administrative Fee and Reporting Requirements outlined in the CRPC General Terms and Conditions. Failure to comply within 60 days of orders and/or awards by CRPC members may result in the vendor being restricted from participating in future bids.

DELIVERY ARRANGEMENTS AND REQUIREMENTS

No delivery shall become due or be acceptable without a written order issued by the Member Agency concerned. Such order will contain the quantity, time of delivery and other important data.

REFERENCES

Upon request, vendors shall supply the names of other customers (preferably municipalities) to interested Member Agencies.

BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that Member Agencies may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the Member Agency, the Member Agency may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

INSURANCE REQUIRED OF SUCCESSFUL BIDDERS

The Successful bidder shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the Member Agency as an additional insured; and provides for at least ten (10) days prior notice to the Member Agency of cancellation or non-renewal. Coverage is to be provided on a primary, non-contributory basis:

- a. General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year; and limits of \$500,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). A Waiver of Subrogation shall be provided. All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.

- b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.

- c. Worker's Compensation Insurance in accordance with Connecticut State Statutes.

The insurance requirements listed above are minimum requirements for successful bidders. Awarding agencies may require higher insurance limits.

FOR THE TOWN OF WEST HARTFORD ONLY

Please see the Attachment concerning the town's insurance requirements.

FUTURE BID INVITATIONS

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

The CRPC, an affiliate of the CRCOG, subscribes to the CRCOG's policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable).

SEVERABILITY

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

ADDITIONAL TERMS AND CONDITIONS

The Vendor assigns to CRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CRCOG harmless and indemnify CRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the bid may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.