



CRPC #724· INVITATION TO BID Gasoline

Opportunity Q&A Answers

Line items 1-36 and 1-23 are for the same tank and location/Town but different gallon amounts. Please advise which is correct.

1-36 is for the town of Chaplin, and 1-23 is for the town of Windsor.

Are the tanks for Middletown (Public Works and Police Department) above ground (pump required), or below ground (gravity drop, no pump)?

The City yard tank is above ground. The Police Station tank is below ground.

Can the Middletown Police Department tanks be delivered to via full sized (18 wheeler) transport truck, or is a smaller tank wagon vehicle required?

Tank is below ground, but not accessible by 18-wheeler. A smaller tank wagon vehicle is required.

Are the tanks for Berlin (Fleet Maintenance and Timberlain Golf) above ground (pump required), or below ground (gravity drop, no pump)?

Is the tank for East Hampton above ground (pump required), or below ground (gravity drop, no pump)?

The Town of Wethersfield is listed twice (#1-23 and #1-36) for the same site address and tank size (100 Marsh St with 6000 gallon above ground tank) with different gallon quantities (71,000 & 69,000). Are there multiple tanks each with their own usage, totaling 140,000 gallons at the site? If not, please clarify these line items

69,000 is correct. This is now reflected in line 1-35. 71000 has been removed and the bid table has been updated.

The bid states that the 1% Administrative Fee is exempt for this bid. However, the Terms and Conditions state it is required, and failure to comply may result in the vendor being restricted from participating in future bids. Please verify if this fee is required or exempt.

This fee is exempt from this bid.

Regarding the Indemnification and Insurance Exhibit, under Section I. Indemnification.... Upon review by our legal team, they have requested if the following changes (addition of 'to the extent of the Contractor's negligence or willful misconduct,' in the first sentence) to paragraph A would be acceptable/negotiable?

A. To the fullest extent permitted by law, to the extent of the Contractor's negligence or willful misconduct, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Contractor, or by the public, even if caused by the negligence of the Town, so long as the injury to person, property or financial losses is caused or alleged to have been caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract.

This insurance requirement is solely for the town of West Hartford and should not be altered. Please note, this is only for West Hartford. Insurance guidelines for all other municipalities is outlined in the specifications.