

**COUNTY OF DUKES COUNTY**  
**Attn: Martina Thornton**  
PO Box 190  
Edgartown, MA 02539

**INVITATION FOR BIDS (FY2024)**

The County of Dukes County [the County] is accepting sealed bids for the **supply and delivery of approximately 205,500 gallons of #2 Fuel Oil**, to the County and other political subdivisions for the period of **July 1, 2023 through June 30, 2024**.

Bids will be received at the Office of the County Manager, Dukes County Administration Building, 9 Airport Road, P.O. Box 190, Edgartown, MA 02539 on or before **2:00 p.m., Tuesday, June 3, 2023**. Bids received after this time and date will be returned unopened to the vendor. **No exceptions will be allowed.**

Specifications may be obtained from the Office of the County Manager, Dukes County Administration Building, 9 Airport Road, PO Box 190, Edgartown, MA 02539 by appointment.

**Sealed** envelopes containing bids shall be clearly marked, **“Bid - #2 Fuel Oil - FY2024.”**

**Note: One original and two (2) copies of bid shall be submitted. NO faxed bids will be accepted.**

The County reserves the right to accept or reject any or all bids, to waive any informality in a bid, and to award the contract as decided to be in the best interest of the County.

The County fully complies with federal, state, and local laws and directives governing equal opportunity and non-discrimination in all County activities and actively solicits bids from MBE/WBE businesses in accordance with County policy.

Martina Thornton  
County Manager

## 1. PROCUREMENT CALENDAR:

The SCHEDULE for the bid process is as follows:

1. Local Advertisement: **June 15, 2023**
2. Bids Available for Distribution: **June 8, 2023**
3. Deadline for written questions: **July 7, 2023**
4. Deadline for bids to be received: **July 14, 2023 by 2:00 p.m.**
5. Anticipated Award Date: **July 19, 2023**

## 2. CONTACT INFORMATION

Contact:

Martina Thornton, County Manager  
County of Dukes County  
P.O. Box 190  
Edgartown, MA 02539  
PHONE: 508.696.3840  
FAX: 508.696.3841  
E-Mail: [manager@dukescounty.org](mailto:manager@dukescounty.org)  
Website: <http://www.dukescounty.org>

## 3. GENERAL INFORMATION:

Questions regarding this IFB may be submitted in writing or email to Martina Thornton, County Manager at the address listed above no later than **June 16, 2023**. Responses to questions will be sent to all vendors who are recorded as having received the bid no later than three days prior to the bid opening via e-mail or fax.

Bids shall be typewritten or written in ink and signed in blue ink on the enclosed forms. No electronic bids may be submitted. Officials of Corporations shall designate their official title. Partners or Sole Owners shall so state, giving names of all interested parties.

If this bid is distributed electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. The County accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

All information submitted in response to this IFB is subject to Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded.

Estimates of gallons required by each municipal entity are included for the convenience of bidders as the best information available to estimate the number of gallons in this procurement. The County makes no guarantee that any entity will purchase the number of estimated gallons listed on ATTACHMENT D.

Bidders shall not base Proposals on verbal information from any employee of the County or other political subdivision.

The County and/or each other political subdivision reserves the right to reject its section of the bid and unless otherwise specified by the bidder, to accept any item in the bid, or make a total award to one bidder. Rejection by any governmental entity or its section shall not be grounds for withdrawal by any bidder.

The County and/or each other political subdivision reserves the right to reject any and all bids if, in its sole opinion, it is in the best interest of the County and the political subdivisions listed on **Attachment B** to do so, waive any minor informalities in the bid requirements, or request additional clarifying information be provided after the deadline for submitting bids.

All expenses incurred by bidders, whether successful or unsuccessful, in preparing and delivering their bids are the sole responsibility of the bidders.

As soon as the award(s) is made, the Bidder shall be requested to execute a proper contract with the County and with each other political subdivision. (**Attachment E**).

The contract term is for twelve months beginning on **July 1, 2023** and concluding on **June 30, 2024**.

The bid must be submitted in a sealed envelope marked "**Bid - #2 Fuel Oil – FY 2024**" in the lower left-hand corner. All items shall be guaranteed from date of award through **June 30, 2023**. The County is not responsible for any bids that are mislabeled.

**Bidding Format – Operating Expenses and Profit (O.E.P.):**

Vendors must bid on an Operating Expenses and Profit (O.E.P.) basis for the per-gallon price for the duration of the contract. The bid will be stated as an amount above the lowest quoted Boston No. 2 Reseller Tank Car Prices. This is published by Oil Price Information System (OPIS) and the Journal of Commerce-Boston Low "(JOC). Daily Petroleum Prices" are listed as subtitles "Fuel Oil – Tank Car East", for each business day of the week. This will provide the wholesale prices required by this bid. Monday's price will hold until the following Monday.

**Determination of Winning Award:**

The bid will be awarded to the vendor offering the lowest cost above the published price per gallon. In case of a tie, cash discount will determine the award. If a tie continues to exist after the cash discount is considered, as soon as possible, the tied bidders will be invited to a mutually agreeable time and place where, in the presence of impartial witnesses, the names of the tied bidders will be placed in a receptacle, and the name of the winning bidder will be drawn by the Chief Procurement Office of Dukes County.

Bids will be evaluated by the Chief Procurement Officer of Dukes County and by at least two representatives designated by the listed political subdivisions.

**Notice of Award:** The Contract will be awarded as soon as possible after bid opening, but no later than thirty days after the bid opening.

#### 4. OIL SPECIFICATIONS:

All grades of fuel oil, with regard to sulfur content, MUST conform to regulations of the Commonwealth of Massachusetts Department of Public Health, Division of Environmental Health and Bureau of Air Use Management.

Fuel Oil must comply with the following specifications:

- ❑ The most updated Federal Specifications that replaced Spec. VV-F-815C published on July 10, 1972 Federal Supply Service, General Services Administration, or specifications currently in use for GSA procurements.
- ❑ D396-98 Standard Specification for Fuel Oils – Copyright 1999 AMERICAN SOCIETY FOR TESTING AND MATERIALS, West Conshohocken, PA. *All rights reserved.* The American Society for Testing Materials; and fuel oil specification ASTM D-396 amended to comply with regulations of the Massachusetts Department of Environmental Protection; and any other applicable Federal and/or Commonwealth regulations and laws.
- ❑ Colonial 76 pipeline specifications.

If any of the specifications listed conflict, the Chief Procurement Officer of Dukes County will determine the specifications that meet or exceed the needs of Dukes County and the entities listed on **Attachment B**. The decision of the Chief Procurement Officer will be final.

#### 5. DELIVERY REQUIREMENTS:

The Contractor is obligated to supply the full oil requirements of the contract user including the purchase, transport, and delivery of oil to each contract user. The Contractor is responsible for all costs associated with the transport of oil to the contact user's tank.

Deliveries must be in compliance with all applicable local, state, and federal laws and regulations.

Contractors are responsible for paying for any damage they cause at a site.

While performing work under this contract, the Contractor shall be responsible for completing cleanup for any spills or accidental release to the environment (pursuant to M.G.L. Chapter 21 E and other relevant regulations) at no cost to any of the entities listed on **Attachment B**.

The Contractor shall notify all local, state, and federal authorities as required by law in the event of such a release or threat of release. The Contractor will make every effort to contact the customer's emergency contact first if time frames and conditions allow.

The Contractor will immediately notify the user facility contact person, in writing, in the event of a spill, release, or threat of a release to the environment and prior to initiating clean up response actions. If prior notification of the facility contact person is not possible, then the Contractor shall take appropriate response actions, as directed by the Contractor's Licensed Site Professional, and notify the contact person, in writing, as soon as possible thereafter.

The Contractor must provide a written summary of all response action taken in any instance within the timelines established for reporting of spills and/or contamination, as set forth in M.G.L. Chapter 21 E.

The successful Bidder will protect the County and the other entities listed on **Attachment B** from any and all infringements of patents, royalties, or damages arising from this contract's transactions.

If at any time the Contractor is unable to furnish materials or services as ordered individually by the County or other political subdivisions, the Contractor shall be obligated to obtain delivery from another supplier and the Contractor will in turn invoice the County or other political subdivision so affected, at the price specified in such Contract with the County or other political subdivision affected, or, the County or other political subdivision may order such materials or services from such places as are available, and the Contractor shall pay to the affected County or other political subdivision all expenses incurred above such contract price.

For those submitting bids in the "ALL" column, the bid price will be honored if those entities representing at least 85% of the estimated volume agree to participate in the contract. If a bidder intends to withdraw under the above conditions, such withdrawal shall be valid only if written notification is received by the Dukes County Manager prior to final date and time for submission of the bids.

## **6. PAYMENT:**

Invoices shall be in cents per gallon. Twenty (20) day payment schedules are offered for such quantities of materials or services as have been accepted by the County and by each other political subdivision individually. Discounts offered for payment within twenty (20) days shall be so specified on each section for each political subdivision.

State agencies and political subdivisions are specifically exempt from state sales tax and exempt from all federal taxes. The prices quoted shall be exclusive of said taxes.

## **7. ANALYSIS AND DISPOSITION OF OIL NOT MEETING THE SPECIFICATIONS IN SECTION 4 OF THIS IFB:**

The paramount goal of this contract is the supply and delivery of high-quality oil that meets the specifications listed in Section 4 in this IFB. The Contractor is required to assure the County and all entities listed on **Attachment B** that there are quality control mechanisms in place to assure the quality of delivered oil. If a customer has reason to believe that the Contractor has delivered oil of an inferior quality, questionable grade of oil, or oil with contaminants within (including water), the customer will have independent testing performed at the customer's request at a testing lab selected by the customer. The Contractor will agree to abide by the testing results obtained from the independent testing lab and will pay for the cost of testing if it does not meet the standards.

All oil may be regularly and continually analyzed; or only part or parts thereof may be analyzed by the County or any other political subdivision. Each contract will provide that upon such an analysis being made, the Contractor shall receive reasonable notice and shall be entitled to have a representative present when samples for analysis are taken and shall be entitled to take samples like the sample to be analyzed.

The Contractor will be notified of any oil rejected for not having complied with the analysis as required this IFB and is to immediately remove same and any other oil previously in the tank, and immediately replace all with a like quantity of acceptable oil that complies with the specifications. All applicable local, state, and federal regulations must be complied with to meet the requirements of this Section. This process must begin as soon as possible upon the Contractor's receipt of notice that the oil does not meet the specifications listed in this IFB, and in no event later than 24 hours after said receipt. On failure to do so, the County or other political subdivision affected may individually remove it at the expense of said Contractor, and if the Contractor fails to provide proper oil within a reasonable length of time the County or other political subdivision affected may individually cancel the Contract or may, at the expense of the Contractor, purchase a proper oil which will comply with the specifications listed in this IFB, charging said Contractor for any excess in cost thereof. Oil rejected under this paragraph, if partially used, shall be paid for at the contract price.

## **6. QUALIFICATIONS:**

Bidders must have been regularly engaged, for a least one year prior to the date of bid opening, in the business of supplying the product bid upon, in the grade bid upon and in the manner of organization, facilities and assurance of supply to insure prompt and satisfactory service as called for with all delivery in Massachusetts calibrated tank trucks.

Bidders must submit a list of at least three customer references, naming the organization, contract name, address and telephone number.

Bidders must have firm sources of fuel.

Political Subdivisions will not pay more than the awarded bid price. Invoices must be calculated using the awarded bid price.

Upon notice of the award of the contract, the successful bidder shall submit names and telephone numbers, including 24r-hour beeper or answering machine numbers, for those individuals involved in the direct customer service aspects of this contract(s). These contacts will be shared with all entities listed on **Attachment B** for the purpose of communicating routine or emergency information with the Contractor(s).

**Pre-Qualification Statement:** A pre-qualification statement may be required by the County or other political subdivision individually. This statement includes, but is not limited to, experience with government entities, legal or administrative proceedings currently pending, financial condition certified by a Certified Public Accountant, bank and credit references, a listing of equipment to be used during the term of the contract, and municipal references for which the bidder has provided similar services.

## **7. DELIVERIES:**

Deliveries made to the County or other political subdivision shall be in the presence of an authorized agent of that governmental entity.

**Tank Wagon** deliveries are to be by metered trucks and delivery slips shall be stamped by the metering device indicating the amount of fuel oil delivered at each delivery. Deliveries shall be made on days and during hours that are acceptable to contract users.

All deliveries shall be automatic, based on degree-day units unless otherwise stipulated by awarding authorities in Attachment D. Liability for damage resulting from an oil tank running out of fuel because of a Contractor's failure to make automatic deliveries shall be the responsibility of the Contractor.

**Motor Transport** deliveries must be sealed, receipts must accompany deliveries, and said seals shall be broken in the presence of an authorized agent of the government entity. Signed delivery slips are to be forwarded to the purchaser with invoices. Deliveries are to be made with 48 hours from date of notification. Spillage will be the responsibility of the contractor.

Motor Transport deliveries may be split between two sites at no extra charge. The Contractor will not be required to deliver less than 7,000 gallons of #2 Fuel Oil total delivery at motor transport prices.

## **8. BONDING REQUIREMENTS:**

**Bid Bond/Certified Check:** The County requires as part of the bid package a certified check or Bid Bond made payable to the County of Dukes County from a surety company licensed in MA in the amount of \$2,000. Certified checks will be returned within thirty (30) days of the implementation of the contract. However, if a bidder fails to execute such contract within ten (10) days of the date of sending, the certified check will be declared forfeited as liquidated damages.

**Assurance:** As soon as the award is made, the successful Bidder(s) may be required to furnish a Performance Bond from a surety licensed to do business in MA, or Irrevocable Letter of Credit in the favor of the County of Dukes County and/or each political subdivision, individually, in an amount no less than \$.20 per gallon anticipated annual delivery. Said assurance shall cover the full term of any contract. Bidders must submit the name and address of the bonding company that will provide the performance bonds or the company that will supply the irrevocable letter of credit with their bid.

**Conditions of Award:** The County and each other political subdivision of this bid specification is listed by section. Each such section is accompanied by a listing of delivery sites, size of tanks at each site, and approximate gallons used by that purchaser. A bidder may submit a bid on any or all sections as specified on the fuel oil bid sheet.

**Cancellation:** The County and/or any other political subdivision can terminate its contract/price agreement with a contractor(s) who fails to perform under the terms of the contract/price agreement issued by a political subdivision. Notice of termination shall be in writing and notification shall be sent by registered or certified mail. Termination of contract/price agreement shall become effective upon contractor(s) receipt of notification.

## **9. INSURANCE COVERAGE:**

All policies are to be issued with insurance companies "A" rated by AM Best or similar.

**Workmen's Compensation:** The Contractor shall, before commencing the work, provide proof of Massachusetts Statutory Workers Compensation benefits, under Chapter 152 of the General Laws (Ter. Ed.) to all persons employed under the contract, and he shall continue such insurance in force and effect during the term thereof in the amounts so required.

**Comprehensive General Liability Insurance:** The Contractor shall carry Public Liability Insurance with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate so as to save subdivisions harmless from any and all claims for damages arising out of Bodily Injury OR PROPERTY DAMAGE caused by accident resulting from the use of employment, equipment, or labor used in the performance of the contract or from any neglect, default, or omission or want of proper care, or misconduct on the part of the Contractor or for anyone in his employ during the execution of the work.

**Pollution Liability Policy:** The Contractor shall carry a Pollution Liability policy with minimum limits of \$1,000,000. The Contractor shall carry a \$1,000,000 Combined Single Limit of liability on a Commercial Automobile policy including Non-owned/Hired Automobile coverage.

**Commercial Auto Policy:** The Contractor shall carry no less than \$1,000,000 combined single limit coverage per accident.

Prior to starting work on this contract, the contractor shall deposit with the Dukes County Chief Procurement Officer, Certificates from the insurers clearly stating that the insurance policies required in the above paragraphs have been issued to the Contractor and further indicating that the County of Dukes County and the Political Subdivisions listed on ATTACHMENT D are listed as additional insured. The Certificate must be on a form satisfactory to the Dukes County Manager. All policies are to be issued with insurance companies "A" rated by AM Best or similar.

No cancellation of any insurance whether by the insurer or by the insured shall be effective unless written notice is given to the Dukes County Manager at least fifteen (15) days prior to the intended effective date thereof, which date has been expressed in the notice. Prior to the effective date of any such cancellation, the contractor shall take out new insurance to cover the policies so cancelled. The insurance binders stating all additional insurance will be delivered to and accepted by the Dukes County Manager.

## **12. REPORTING REQUIREMENTS:**

Contractor is required to submit annual delivery reports in an electronic format for each location that they have been awarded. Reports must be submitted in an excel format and e-mailed to the County Manager of County of Dukes County prior to the due dates. The report will be due no later than a month before the close of the contract and will include all delivery information from the beginning of the contract to date. Vendors who do not comply with this requirement will be considered to be in default and jeopardize contract cancellation.

The reports will include the following information:

- Location Name
- Delivery Street Address
- City/Town
- Delivery Date
- Product Type (#2)
- Gallons Delivered



### 13. REQUIRED BID DOCUMENTS:

All bid submissions must include the following documents. Failure to include these documents could result in disqualification of your bid:

- Certificate of Non-Collusion & Tax Compliance – **Attachment A** – Please use this sheet as the front page of your bid.
- Fuel Oil Bid Sheet – **Attachment B**
- W-9 – **Attachment C**
- Name and address of bonding company that will provide the performance bond or the company that will provide the irrevocable letter of credit. (if required)
- Bid Bond as specified above
- 3 References

**Attachment A**

**CERTIFICATE**

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under the law.

In accordance with MGL Chapter 30B, Section 10, I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

Signature of Individual Signing Bid or Corporate Officer:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Social Security Number or Federal Identification Number

\_\_\_\_\_

Date \_\_\_\_\_

Any person or corporation who fails to execute this document may be considered a non-responsive bidder and may be rejected pursuant to MGL Chapter 30B

**Attachment B**

**No. 2 FUEL OIL BID SHEET FY2024**  
**COUNTY OF DUKES COUNTY and other PUBLIC AGENCIES**

**#2 TANK WAGON DELIVERIES**

Date \_\_\_\_\_

	<b><u>O.E.P. Price Bid</u></b>	<b><u>20 Day Payment Discount</u></b>
1. Dukes County	_____	_____
2. D.C. Regional Housing Authority	_____	_____
3. D.C. C. Retirement System	_____	_____
4. Island Elderly Housing	_____	_____
5. M.V. Commission	_____	_____
6. M.V. Land Bank	_____	_____
7. M.V. Superintendent of Schools	_____	_____
8. T. of Tisbury	_____	_____
9. T. of Chilmark	_____	_____
10. T. of Edgartown	_____	_____
11. T. of Oak Bluffs	_____	_____
12. T. of West Tisbury	_____	_____
13. Wampanoag Tribe	_____	_____
14. WH,MV,N Steamship Authority	_____	_____

Authorized Agent \_\_\_\_\_

Telephone No. \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Percentage of total gallons in order to offer this price \_\_\_\_\_%

**Attachment D**

**#2 Fuel Usage for FY2024 in Gallons**

**Total = 187,500 gallons (estimated)**

<b><u>LOCATIONS FOR DELIVERY</u></b>	<b><u>TANK CAPACITY</u></b>	<b><u>Annual USAGE</u></b>
<b><u>1. County of Dukes County</u> - approx. 11,017 gallons</b>		
1. Dukes County Courthouse 81 Main Street Edgartown, MA	2-275	4262
2. Martha's Vineyard Airport Terminal	1-2,000	5525
3. Vineyard Health Care Access Program		165
<b><u>2. Dukes County Regional Housing Authority</u> - approx. 5,212 gallons</b>		
1. Dukes County Regional Housing Authority Sepiessa Point, 12 Clam Pt. Rd., West Tisbury, MA	550	1205
2. Greenough House 262 Main Street Vineyard Haven, MA	550	2213
3. 118 Franklin Street Vineyard Haven, MA	275	958
5. Lagoon Pond Apartments Vineyard Haven, MA	275	836
<b><u>3. Dukes County Contributory Retirement System</u> – approx. 125 gallons</b>		
Dukes County Retirement Office 9 Airport Road Edgartown, MA	275	125
<b><u>4. Island Elderly Housing</u> - approx. 10,952 gallons</b>		
1. Hillside Village Edgartown Road Vineyard Haven	275	700
2. Woodside Village Off Edgartown Road Oak Bluffs	2-330	8323
3. The Love House		

159 Main Street, Vineyard Haven, MA	275	1929
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**5. Martha's Vineyard Commission** - approx. **407 gallons**

MV Commission Office New York Avenue, Oak Bluffs, MA	275	407
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**6. Martha's Vineyard Land Bank** - approx. **492 gallons**

167 Main St. Edgartown, MA	275	492
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**7. Martha's Vineyard Superintendent of Schools** - approx. **133,885 gallons**

1. West Tisbury Elementary School Old County Road West Tisbury, MA	6,000	11904
2. Chilmark Elementary School State Road Chilmark, MA	660	5669
4. MV Regional High School Edgartown Road Oak Bluffs, MA	2-10,000 1-small	24454
5. MV Regional High School Edgartown Road Oak Bluffs, MA	2 <sup>nd</sup> Tank	28984
6. MV Regional High School-Horticulture Edgartown Road Oak Bluffs, MA	275	1960
7. Edgartown Elementary School West Tisbury – Edgartown Rd. Edgartown, MA	8,000	29736
8. Oak Bluffs Elementary School 50 Tradewinds Rd. Oak Bluffs, MA	10,000	31148

**8. Town of Chilmark** - approx. **5,379 gallons**

1. Police Station, 15 State Rd. (Old School)	2-275	1058
2. Library, 522 South Rd.	275	1885
3. Town Hall, 401 Middle Rd.	250	974
4. Fire Station, 221 North Rd.	250	130
5. Community Center, 520 South Rd.	250	1332

**9. Town of Edgartown** - approx. **7,577 gallons**

1. Council on Aging, Daggett St.	250	1233
2. Fire Dept., Pease's Point Way	330	1692
3. Police Dept., Pease's Point Way		669
4. Town Hall, Main St.	550	2409
5. Shellfish Dept., 300 Meetinghouse Way	275	1575

**10. Town of Oak Bluffs** - approx. **4,866 gallons**

1. Highway Department, County Rd.	275	445
2. Senior Center, 21 Wamsutta Ave	275	746
3. Police Station (Everett Rogers Municipal Bldg)	275	2528
4. Wastewater Dept., Pennsylvania Ave	275	1148

**11. Town of West Tisbury** - approx. **1,734 gallons**

Public Safety Building 452 State Road	275	1734
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**12. Wampanoag Tribe of Gay Head (Aquinnah)** - approx. **999 gallons**

1. Wampanoag Tribe of Gay Head (Aquinnah) Administration Building	275	999
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**13. Town of Tisbury** - approx. **564 gallons**

1. Water Works Building	275	564
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**14. WH, MV, ACK, SSA-** approx. **2,480 gallons**