

NOTICE TO BIDDERS:

Notice is hereby given that sealed bids will be received by the Town Clerk of the Town of Pawling at the Town Hall, 160 Charles Colman Boulevard, Pawling, New York until 10:00 AM, Wednesday, July 24, 2019 for the delivery of Number 2 Heating Fuel Oil and Service of oil fired heating equipment at the town owned buildings in the Town of Pawling, New York. Bids will be opened and publicly read on Wednesday, July 24, 2019 at 10:15 AM and will be awarded at the meeting of the Town Board on Wednesday, August 14, 2019 at the Holmes Whaley Lake Civic Association, 239 Route 292, Holmes, New York.

Bid prices will be effective from October 1, 2019 through September 30, 2020.

Bids must be submitted on a bid form/proposed agreement which may be obtained in the Town Clerk's Office.

The Town Board reserves the right to reject any or all bids, to waive any informalities in any such bids, to contract with other than the lowest bidder as provided by law and in a manner deemed to be in the best interests of the Town, to procure by State/County and other Towns contract bid if prices warrant, or to write new proposals.

All bids must be accompanied by a non-collusive bidding certificate pursuant to Section 103-d of the General Municipal law. The non-collusive bidding certificate may be obtained in the Town Clerk's Office. Bids must be submitted in sealed envelopes and shall bear the name and address of the bidder plus the words "FUEL OIL BID".

Dated: July 10, 2019

By Order of the Town Board  
Town of Pawling, New York

Catherine Giordano  
Town Clerk  
Town of Pawling

## **AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the TOWN OF PAWLING, a New York Municipal Corporation, located at 160 Charles Colman Blvd., Pawling, New York 12564 (hereinafter referred to as "Town") and \_\_\_\_\_ located at \_\_\_\_\_

(Hereinafter referred to as "Contractor")

### **DELIVERY OF OIL**

Contractor agrees to deliver Number 2 Heating Fuel Oil to all locations listed on the attached Addendum 1 on an automatic basis and in a timely manner so as to avoid run outs. In the event of a run out, the contractor will deliver an appropriate amount of Number 2 heating oil and, restart the affected equipment at no cost to the Town, within two (2) hours of notification.

-AND-

### **SERVICE OF EQUIPMENT**

Contractor will provide routine maintenance and emergency service to all Town owned oil fired heating equipment listed on the attached Addendum 1.

Parts required for necessary repairs to town owned oil fired heating equipment can be billed to the Town of Pawling pursuant to the following schedule:

Parts ranging from \$.01 up to, and including \$100.00, can include a maximum markup of twenty-five percent (25%)

Parts ranging in price from \$100.01 and up may include a maximum mark up of twelve and one half percent (12.5%)

All supply house receipts for necessary parts must be submitted with voucher(s) for payment.

**INSURANCE and HOLD HARMLESS AGREEMENT**

Upon acceptance of the contract by the Town, the Contractor will provide the Town Clerk with Certificates of Insurance meeting the minimum requirements spelled out in the attached Addendum 2 and shall further execute the Indemnification/Hold Harmless Agreement found on page two of Addendum 2.

**PREVAILING WAGE**

Pursuant to New York State Labor Laws, contractor shall pay his employees the “prevailing rate of wage” as defined in New York State Labor Law, Section 220, Schedule of Wage Rates. The Town of Pawling will require proof of payment of the employee’s workers reflecting the prevailing rate of wages, through certified payroll. Certified payroll documentation must be provided to the Town of Pawling Supervisor upon request.

**ASSIGNMENT**

The Contractor will not assign this contract to any other entity without the written permission of the Town.

**OTHER PROVISIONS**

The Town reserves the right to add or remove oil delivery locations without affecting the agreed to price for fuel oil or burner service.

**SCHEDULE OF PRICES**

The Contractor agrees to the following prices for the heating season October 1, 2019 through September 30, 2020.

Option One

#2 Heating Fuel, JOC Newburgh Terminal + \$ \_\_\_\_\_ per gallon

Burner Service \$ \_\_\_\_\_ per hour

Option Two

#2 Heating Fuel, JOC Newburgh Terminal, + \$ \_\_\_\_\_ per gallon including labor for servicing and repair of all Town owned oil fired heating equipment listed in Addendum 1.

\$ \_\_\_\_\_ per gallon

(The Town shall have the ability to select either Option One or Option Two at the time of acceptance of the bid.)

**ACKNOWLEDGEMENT**

To acknowledge the foregoing, the duly authorized representatives of both parties have signed below.

TOWN OF PAWLING

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
James Schmitt  
Supervisor

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ADDENDUM 1

Building Name	Address	Square Feet	Tank Size
Highway Garage	126 River Road	9940	1000
Holmes Civic Building	Route 292	5328	330
Lathrop	2 Lakeside Drive	13020	660
Murrow Park Pavilion	Old Route 55	2600	330
Recreation Building	154 Charles Colman Blvd.	4960	1000
Town Hall	160 Charles Colman Blvd.	10588	550
Yellow (Mgr's) House	33 Green Mt. Lake Dr.	1761	275
Totals:		48197	4145

### **PROJECTED CONSUMPTION**

\*For bidding purposes, a total of 20,000 gallons should be used; however this number is only an estimate.

**GENERAL MUNICIPAL LAW:**

**Section 103(d) "NON-COLLUSIVE BIDDING CERTIFICATION"**

"(a) By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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Name of Bidder

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By:

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Address

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Accepted

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Date



**Town Of Pawling**  
*The Pride of the Harlem Valley*

Town Hall  
 160 Charles Colman Blvd.  
 Pawling, New York 12564  
 845-855-5040 Fax 845-855-0179

**Insurance Requirements for Independent Contractors/ Sub-Contractors Updated 10/8/14**

Review the following Insurance Requirements and forward to your insurance representative/carrier for issuance of required certificates. *Note:* The Town Board reserves the right to require alternative liability limits when applicable. The Independent Contractor shall maintain at a minimum the following insurance, giving evidence of same to the Town of Pawling in the **form of Certificates of Insurance, copies of the General Liability Declaration Page, and a copy of the Additional Insured Endorsement, providing 30 days notice of cancellation, non-renewal, or material change.** New York State licensed carrier is preferred; and non-licensed carriers will be accepted at the Town of Pawling's discretion. The insurance carrier must have an A.M. Best Rating of at least A-IX. All sub-contractors must adhere to the same insurance requirements.

- I. Workers' Compensation and NYS Disability Coverage  
 Extensions  
 Statutory, using WCB forms C-105.2 and DB-120.1, or CE-200  
 Voluntary Compensation; All States Coverage  
 Employers' Liability – Unlimited
  
- II. Commercial General Liability Coverage and Limits  
 Occurrence – 1988 ISO or equivalent  

General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Per Occurrence Limit	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

  
 Additional Insured  
 Town of Pawling, all elected and appointed officials, employees, and volunteers using ISO Form CG2010(B) or equivalent, including Products & Completed Operations Form CG2037  
  
 Extension – Mandatory  
 Contractual Liability  
 Extension – Supplemental, Preferred  
 Endorsement showing that this policy is considered primary and non-contributory.  
 Waiver of Subrogation in favor of the additional insured.  
  
 Special  
 Hold Harmless as per the following page.

- |   |  |
|---|--|
| <p>III. <u>Automobile Liability</u><br/> Limit<br/> Additional Insured</p>            | <p>\$1,000,000 Combined Single Limit<br/> Town of Pawling, all elected and appointed<br/> officials, employees and volunteers.</p>                         |
| <p>IV. <u>Umbrella Liability</u><br/> Coverage<br/> Limit<br/> Additional Insured</p> | <p>Umbrella Form, or Excess Following Form<br/> \$2,000,000<br/> Town of Pawling, all elected and appointed<br/> officials, employees, and volunteers.</p> |

**WAIVER AND INDEMNIFICATION AGREEMENT**

IT IS AGREED by the undersigned that he/she/they will not, under any circumstances, nor for any reason whatsoever, bring any claims, suits, actions, causes of action or proceedings against the TOWN OF PAWLING, New York, its elected and appointed officials, trustees, officers, directors, employees, personnel, agents, representatives, and volunteers, for any actual or alleged harm or injury or omissions, either economic, physical, or mental to any person or persons, including death or personal injury or for damage or destruction of property, that is sustained by the undersigned (or by any member of the public, or anyone related to or working for the undersigned) while he/she/they are engaged in or participating in any and all activities or undertaking concerning the TOWN OF PAWLING, either on behalf of the TOWN OF PAWLING, or otherwise, including, but not limited to, personal matters, entertainment, educational matters, or participating in building, construction and renovation activities, supplying products, goods or merchandise or for services sold and/or work supplied, furnished, or performed by the undersigned or its agents or representatives.

In addition, the undersigned agrees to indemnify, defend and hold harmless the TOWN OF PAWLING, New York, its elected and appointed officials, trustees, officers, directors, employees, personnel, agents, representatives, and volunteers, from and against any and all actual or alleged harm or injury or omissions, either economic, physical, or mental, either foreseeable or unforeseeable, to any person or persons, including death or personal injury or for damages or destruction of property, while he/she/they are engaged or participating in any of the above-mentioned activities, and furthermore, the undersigned agrees to indemnify,



defend, and hold harmless the TOWN OF PAWLING, new York, its elected and appointed officials, trustees, officers, directors, employees, personnel, agents, representatives, and volunteers from and against any and all claims, suits, judgments, causes of action, actions, proceedings, liabilities, damages, demands, liens, encumbrances, losses, expenses, and costs (including, but not limited to, reasonable attorneys' fees) incurred by the undersigned, foreseeable or unforeseeable, while he/she/they are engaged in any or all of the above referenced activities.

In the event any provision of this Agreement is held to be unenforceable, or voidable by a court, the enforceability of the remaining provisions shall not be affected and, in lieu of such unenforceable or voidable provision, there shall be added automatically whatever provisions as similar in terms as may be enforceable under applicable laws as may be necessary.

This Indemnity and Hold Harmless Agreement is intended to be as broad and all encompassing as is permitted by the laws of the State of New York State and to include strict liability, or any other liability, without fault, under and pursuant to the statute, rule, regulation, order, or otherwise.

DATED: \_\_\_\_\_.

Witness: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Business/Organization

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
PrintName/Title

\_\_\_\_\_  
Address

- Town of Pawling Use Only -

Date received \_\_\_\_\_  
Certificate on file? \_\_\_\_\_  
Comments \_\_\_\_\_

Approved/date \_\_\_\_\_  
Approved/date \_\_\_\_\_