

TOWN OF CHESHIRE, CONNECTICUT

RFQ/ITB 2022-02

**REQUEST FOR QUALIFICATIONS
FOR
THE SUPPLY AND DELIVERY OF METHANOL
(October 2021 – September 2022)**

LEGAL NOTICE

TOWN OF CHESHIRE, CONNECTICUT

**REQUEST FOR QUALIFICATIONS
FOR THE SUPPLY AND DELIVERY OF METHANOL (#2022-02)**

July 21, 2021

The Town of Cheshire (“Cheshire”), the City of Meriden, and the Town of Southington will receive sealed statements of qualifications for the supply and delivery of methanol until August 31, 2021 at 10:00 AM Local Time. At that time submissions will be opened in public and read aloud.

The documents comprising the Request for Qualifications and Invitation to Bid may be obtained on Cheshire’s website, www.cheshirect.org, under “Bids and Requests for Proposals.”

Cheshire reserves the rights to amend or terminate this solicitation, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a submission, and qualify bidders and award the contract(s) to the bidder(s) that, in Cheshire’s judgment, will be in its best interests.

TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR QUALIFICATIONS
FOR THE SUPPLY AND DELIVERY OF METHANOL

Bid Number: **RFQ/ITB 2022-02**

Bid Opening Date: **August 31, 2021**

Bid Opening Time: **10:00 AM local time**

Place: **Cheshire Town Hall, Room 210**

This Request for Qualifications (“RFQ”) will identify qualified vendors to supply and deliver “Methanol” for the Town of Cheshire (the “Town”), the Town of Southington, and the City of Meriden (collectively, the “Municipalities”) to these facilities: Cheshire Water Pollution Control Division, 1325 Cheshire Street, Cheshire, Connecticut; the Southington Water Control Division, 999 Meriden-Waterbury Turnpike, Southington, Connecticut; and the Meriden Water Pollution Control Facility, 226 Evansville Avenue, Meriden, Connecticut. The pre-qualification period is for up to twelve (12) months after the date of the Notice of Qualification.

The supply and delivery of methanol will be done in a series of separate monthly contracts for up to 7,000 gallons each month delivered to Cheshire, up to 7,000 gallons each month delivered to Meriden, and up to 20,000 gallons each month delivered to Southington. **Each monthly contract will be in the form of a purchase order to the qualified vendor offering the lowest delivered price for methanol for that month; each purchase order shall incorporate each and every requirement, condition, term and provision of this Invitation (the “PO”), and each bidder awarded a PO shall be bound thereby.** It is anticipated that each PO will be sufficient to meet each municipal treatment plant’s needs for approximately one (1) month. Vendors who are qualified to bid on the monthly POs will be identified through this RFQ. Monthly bids must be held firm and cannot be withdrawn for ten (10) business days after the submission deadline.

The documents comprising this RFP may be obtained on the Town of Cheshire’s website, www.cheshirect.org, under “Bids and Requests for Proposals.” **Each bidder is responsible for checking the Town’s website; <http://www.cheshirect.org/Business/> “Bids & RFP’s.” to determine if the Town has issued any addenda and, if so, to complete its submission in accordance with the Invitation as modified by the addenda.**

The Town reserves the rights to amend or terminate this Invitation, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a submission, and qualify bidders and award the contract(s) to the bidder(s) that, in the Town’s judgment, will be in the Town’s best interests.

This Invitation includes:

1. Standard Instructions and Terms
2. Specifications
3. Insurance Requirements
4. RFQ Form for prequalification
5. Bidder's Legal Status Disclosure Form
6. Bidder's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
7. Bidder's Non Collusion Affidavit
8. Bidder's Statement of References
9. Addenda, if any

TOWN OF CHESHIRE

**REQUEST FOR QUALIFICATIONS
FOR THE SUPPLY AND DELIVERY OF METHANOL (#2022-02)**

STANDARD INSTRUCTIONS AND TERMS

1. INTRODUCTION

The Town of Cheshire (the “Town” or “Cheshire”) seeks sealed statements of qualifications for the supply and delivery of methanol, as described more fully in the Specifications, for the treatment plants of the Cheshire Water Pollution Control Division, 1325 Cheshire Street, Cheshire, Connecticut, the Meriden Water Pollution Control Facility, 226 Evansville Avenue, Meriden, Connecticut, and the Southington Water Control Division, 999 Meriden-Waterbury Turnpike, Southington, Connecticut for up to twelve (12) months after the date of the Notice of Qualification, as more specifically described in this RFP. This RFP is not a contract offer, and no contract will exist unless and until the Town issues a PO as described in Section 2, below.

Interested parties should submit their documents in accordance with the requirements and directions contained in this RFP. **Bidders are prohibited from contacting any Town employee, officer or official concerning this Invitation, except as set forth in Section 7, below. A bidder’s failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions and Terms and any other documents comprising this Invitation, these Standard Instructions and Terms shall prevail.

2. DESCRIPTION OF ITB AND MONTHLY PO PROCESS

During the RFQ process, the Towns of Cheshire and Southington, and the City of Meriden (collectively, the “Municipalities”) will identify qualified vendors to supply and deliver methanol for their respective treatment plants for up to twelve (12) months after the date of the Notice of Qualification.

The supply and delivery of methanol will be done in a series of separate monthly contracts for up to 7,000 gallons each month delivered to Cheshire, up to 7,000 gallons each month delivered to Meriden, and up to 20,000 gallons each month delivered to Southington. **Each monthly contract will be in the form of a purchase order to the qualified vendor offering the lowest delivered price for methanol for that month; each purchase order shall incorporate each and every requirement, condition, term and provision of this Invitation (the “PO”), and each bidder awarded a PO shall be bound thereby.** It is anticipated that each PO will be sufficient to meet each municipal treatment plant’s needs for approximately one (1) month.

Vendors who are qualified to bid on the monthly POs will be identified through this RFQ.

Pre-qualified vendors will receive, via email, an Invitation to Bid by the 19th of each month starting in **October 2020**, and the first PO will be awarded shortly after the responses are received. Subsequent POs will be awarded every month for up to twelve (12) months after the date of the Notice of Qualification.

3. RIGHT TO AMEND OR TERMINATE THE INVITATION AND PO PROCESS

The Town may, before or after bid opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interests. Any such action shall be effected by a posting on the Town's website, www.cheshirect.org, under "Bids and Requests for Proposals." **Each bidder is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its submission in accordance with the Invitation as modified by the addenda.**

The Town also reserves the right to terminate the monthly PO process described in Section 2, above, if the Town determines such action is in its best interests.

4. OBTAINING THE INVITATION

All documents that are a part of this Invitation may be obtained on the Town's website, www.cheshirect.org, under "Bids and Requests for Proposals."

5. RFP SUBMISSION INSTRUCTIONS AND BID PRICES

Submissions must be received in the Cheshire Town Hall, Department of Public Works and Engineering, Room 213, 84 South Main Street, Cheshire, CT 06410 prior to the date and time the bids are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Potential pre-qualified bidders are solely responsible for ensuring timely delivery. The Town will **NOT** accept late bids. **(Due to current COVID-19 restrictions, bids brought to the Town Hall by a carrier will be accepted at the main entrance. If your bid is hand delivered, please call the Public Works Office at 203-271-6650 when you arrive at the Town Hall and a staff member will meet you to accept your bid documents.)**

One (1) original and one (1) copy of all submissions and required documents must be submitted in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "**RFP DOCUMENTS**," and the **RFP Title, RFP Number and RFP Opening Date**. The Town may decline to accept bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid documents and inform the bidder that the bid documents may be resubmitted in a sealed envelope properly marked as described above.

6. PROCESS FOR MONTHLY PURCHASES

The Town will invite the qualified bidders to provide bids or price quotations on monthly deliveries of the stated quantities of methanol. Those invitations will be sent to the qualified bidders by electronic mail, who must respond by e-mail before the deadline specified.

Monthly bid prices must be submitted on the Bid Form, a sample of which is included in this Invitation. The price quoted shall be the price per gallon as delivered to the Municipalities' tanks. Prices shall include all costs incidental to the loading and delivery into the Municipalities' tanks with all labor, equipment, tools, and accessories thereto to be furnished by the bidder. **The delivered price shall include any fuel surcharge for the delivery.**

All blank spaces for bid prices must be completed in ink or be typewritten on the Bid Form; bid prices must be stated in both words and figures. Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be completed in ink or be typewritten and state the price in both words and figures. Bid prices shall include all labor, materials and equipment necessary to supply and deliver the methanol in accordance with this Invitation. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the bids are scheduled to be opened. Bids are considered valid, and may not be withdrawn, cancelled or modified, for ten (10) business days after the opening date, to give the Town sufficient time to review the bids, investigate the bidders' qualifications, and secure any required municipal approvals.

An authorized person representing the legal entity of the bidder must sign the Bid Form and all other forms included in this Invitation.

7. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted in writing (including by e-mail or fax) and directed **only to:**

Name: Louis Zullo
Department: Town Manager's
Office E-mail: Lzullo@cheshirect.org
Fax: (203)-271-6639

Questions concerning this RFP's Specifications are to be submitted in writing (including by e-mail or fax) and directed **only to:**

Name: Scott Hallier, Superintendent
Department: Water Pollution Control Division
E-mail: SHallier@cheshirect.org
Fax: (203)-271-6659

Bidders are prohibited from contacting any other Town employee, officer or official concerning this Invitation. A bidder's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from bidders **no later than August 12, 2021**. That representative will confirm receipt of questions by e-mail. The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this Invitation and the resulting POs, containing all questions received as provided for above and decisions regarding same.

No later than 12:00 noon local time on August 19, 2021 the Town will post any addenda on the Town's website, www.cheshirect.org under "Bids and Requests for Proposals." **Each bidder is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the Invitation as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this Invitation, and no bidder shall rely on any alleged oral statement.

8. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of the RFP, to ask any bidder to clarify its submission or to provide additional information that the Town in its sole discretion deems desirable.

9. TAX EXEMPTION

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Town of Cheshire: Federal Tax Exempt #06-6001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1).

10. COSTS FOR PREPARING BID

Each bidder's costs incurred in developing its bid are its sole responsibility, and the Town shall have no liability for such costs.

11. OWNERSHIP OF BIDS

All bids submitted become the Town's property and will not be returned to bidders.

12. FREEDOM OF INFORMATION ACT

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its bid or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a bidder's Confidential Information, it will promptly notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The bidder may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

13. REQUIRED DISCLOSURES

Each bidder, in its Bid Form, is required to make certain disclosures useful to the Town in evaluating bidders. A bidder's acceptability based on these disclosures lies solely in the Town's discretion.

14. REQUIRED STATEMENTS RE: EQUIPMENT AND SUPPLY SOURCE

Each initial submission must include a description of the bidder's plant and delivery equipment, listing stationary bulk tank capacity and where located, together with a list of carriers available for servicing the POs, tank capacity of each and where located. Each bidder must also provide the name and address of its methanol supplier. **A qualified vendor shall notify the Municipalities in writing within three (3) business days of a change in its methanol supplier, which notice shall contain the name and address of its new methanol supplier(s).**

15. REFERENCES

Each submitter must complete and submit the Bidder's Statement of References form included in this Invitation.

16. LEGAL STATUS

If a submitter is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status. Each bidder must complete and submit the Bidder's Legal Status Disclosure form included in this Invitation.

17. BID SECURITY NOT APPLICABLE TO THIS INVITATION.

18. PRESUMPTION OF SUBMITTER'S FULL KNOWLEDGE

Each submitter is responsible for having read and understood each document in this Invitation and any addenda issued by the Town. A submitter's failure to have reviewed all information that is part of or applicable to this Invitation, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its bid or the obligations related thereto.

Each submitter is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this Invitation or to the supply and delivery of the methanol described herein.

Before preparing its bid, each submitter shall thoroughly familiarize itself with all conditions of the property where the methanol is to be supplied and delivered. The submission of a bid shall be construed as an assurance of such familiarity with property conditions. No claims for compensation for additional labor, equipment and materials for difficulties encountered will be recognized.

By submitting a bid, each submitter represents that it has thoroughly examined and become familiar with the Municipalities' requirements and the purchase process described in this Invitation, and it is capable of supplying and delivering the methanol to achieve the Town's objectives.

19. INSURANCE

Each qualified bidder shall, at its own expense and cost, obtain and keep in force for up to twelve (12) months after the date of the Notice of Qualification at least the insurance listed in the Insurance Requirements that are a part of this Invitation. The Town reserves the right to request from any qualified bidder a complete, certified copy of each required insurance policy.

To assist the Town in the qualification process, each bidder shall, at its own cost and expense, provide in its **initial submission** in response to this Invitation original, completed Certificate(s) of Insurance reflecting its ability to meet the Insurance Requirements that are a part of this Invitation.

20. EQUAL OPPORTUNITY, AND AFFIRMATIVE ACTION

Each bidder must submit a completed Bidder's Certification Form Concerning Equal Employment Opportunities and Affirmative Action Policy included with this Invitation. Bidders with fewer than ten (10) employees should indicate that fact on the form and return the form with their bids.

21. NON COLLUSION AFFIDAVIT

Each bidder must submit a completed Bidder's Non Collusion Affidavit that is as part of this Invitation.

22. QUALIFICATION AND NOTICE THEREOF; MONTHLY PO CRITERIA

All initial submissions will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this Invitation. Bidders may be present at the opening.

The Town reserves the right to correct, after bidder verification, any mistake in a bid that is a clerical error, such as a price extension, decimal point error or FOB term. If an error exists in an

extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a bid, reject all bids, and waive any informalities or non-material deficiencies in a bid. The Town also reserves the right to award monthly POs to different qualified bidders.

The Town will qualify bidders that, all things considered, the Town determines is in its best interests. The price proposed by the bidders for the first delivery will not be the sole factor in determining which bidders the Town deems to be qualified. Due consideration may also be given to a bidder's experience, references, capabilities, past performance, the viability of the material with respect to the location of plants or storage points from which the material will be delivered, and other criteria relevant to the Town's interests. The Town will not award the bid or any subsequent monthly PO to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will identify the bidders that it deems qualified and issue a Notice of Qualification. **Such notice does not provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw such qualification at any time and for any reason. A bidder has rights, and the Town has obligations, only if and when a PO is issued by the Town in response to a bidder's price quotation.**

If the bidder does not deliver the methanol within three (3) business days of the date of the PO, unless extended by the Town in writing, the Town may call the bid security provided by that bidder, and the Town is free to award the PO to another qualified bidder.

After the initial or first month, the Town will select and enter into a separate monthly PO with the qualified vendor offering the lowest delivered price for methanol for that month and considering factors subsequent to qualification that bear on the Town's best interests (for example only, performance on a prior PO).

23. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a bid, each bidder confirms that it has complied, and for a period up to twelve (12) months after the date of the Notice of Qualification will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under a PO will at all times be authorized for employment in the United States of America. Each bidder confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will work under a PO and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will work under a PO.

Each qualified bidder issued a PO shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses,

including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon that bidder. Such bidder shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the bidder's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the PO.

24. SAMPLING AND TESTING

A Town representative may, for testing purposes, take samples from the storage tanks of qualified bidders. The costs and expenses of such analysis or testing shall be the sole responsibility of the qualified bidder, and the Town shall have no liability for such costs and expenses. If the test results indicate that the methanol does not comply with the Specifications of this Invitation, the Town will not accept methanol from such tank(s). Methanol not meeting the Specifications shall be immediately removed at no cost or expense to the Town.

Whenever the Town suffers damages, losses, penalties, fines and/or other expenses related to the supply of methanol not meeting the Specifications or to the qualified bidder's defective equipment and/or its negligent operation, the Town may, in its sole discretion, hold the qualified bidder liable for such damages, losses, penalties, fines and/or other expenses. The Town also reserves the right to suspend deliveries and/or withdraw that bidder's qualification.

25. DELIVERIES

All Cheshire deliveries shall be made to the Water Pollution Control Facility, 1325 Cheshire Street, Cheshire, CT at such times as requested by Cheshire Town personnel and in such quantities as ordered. All Southington deliveries shall be made to the Water Pollution Control Facility, 999 Meriden-Waterbury Turnpike, Plantsville, CT at such times as requested by Southington Town personnel and in such quantities as ordered. All Meriden deliveries shall be made to the Meriden Water Pollution Control Facility, 226 Evansville Avenue, Meriden, CT at such times as requested by Meriden City personnel and in such quantities as ordered. Each delivery shall be metered at the delivery point.

Each delivery shall be accompanied by a delivery ticket. The ticket shall show the total number of gallons delivered. All such delivery tickets shall be completed to the Municipalities' satisfaction. Delivery may be required during extremely bad weather conditions, and the bidder is required to make deliveries under any condition, providing truckers can maintain their trucks on the road.

Unless specifically extended in writing by one of the Municipalities at the time of order, all orders shall be completed and delivered in their entirety within three (3) business days of the date of a PO.

Volumes delivered must, as a minimum, equal the volume ordered. Volumes delivered may exceed the volume ordered only if there is sufficient storage volume available in the

Municipalities' facilities and only if a Municipality approves of such delivery at the time it is made. A Municipality shall not be obligated to accept any volume above the amount it has ordered.

Delivery is to be made only on such days and at such hours as is acceptable to the ordering Municipality.

26. RISK OF LOSS

Each bidder issued a PO shall bear all risk of loss, injury or destruction of the goods and materials ordered that occurs prior to acceptance of a delivery. Such loss, injury or destruction will not release the bidder from any obligation under the PO. Delivery shall be F.O.B.

27. PAYMENT

Separate invoices shall be furnished to the Superintendent of each municipal Wastewater Treatment Plant for verification of the amount of methanol supplied and approval of the invoiced amount. Invoices shall summarize all deliveries and charges for the preceding month, including quantity delivered unit price, and net cost. Payment shall be made within 30-45 days after invoice approval.

28. PO TERMS

The following provisions are mandatory terms of the Town's PO with each qualified bidder to which it issues a PO. If a bidder is unwilling or unable to meet any of these PO Terms, the bidder **must** disclose that inability or unwillingness in its Bid Form (see Section 13 of these Standard Instructions and Terms, above). **A bidder's failure to make any such disclosure shall be deemed to be its acceptance of each and every requirement, term, provision and condition of this Invitation, including but not only this Section 28:**

a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The bidder agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the bidder's malfeasance, misconduct, negligence or failure to meet its obligations under the Invitation or a PO. A bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the bidder's insurance.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the bidder, or anyone directly or indirectly employed or contracted with by the bidder, or anyone for whose acts or omissions the bidder is or may be liable, the bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages,

compensation or benefits payable by the bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the bidder's obligations under this section, which obligations shall survive the termination or expiration of the Invitation or a PO.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the bidder.

b. ADVERTISING

The bidder shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the bidder may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the bidder to do so is not a statement about the quality of the bidder's work or the Town's endorsement of the bidder.

c. W-9 FORM

The bidder must provide the Town with a completed W-9 form within five (5) business days of Notice of Qualification.

d. TOWN INSPECTION OF WORK

The Town may inspect the bidder's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The bidder has the sole and exclusive responsibility for performing in accordance with the Invitation and a PO.

e. REJECTED WORK OR MATERIALS

The bidder, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

f. MAINTENANCE AND AVAILABILITY OF RECORDS

The bidder shall maintain all records related to the subject matter of this Invitation for a period of five (5) years after final payment under a PO or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

g. SUBCONTRACTING

The bidder shall not subcontract, transfer or assign all or any portion of its obligations under the Notice of Qualification or in a PO.

h. COMPLIANCE WITH LAWS

The bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the supply and delivery of the methanol described in the Invitation and PO.

i. LICENSES AND PERMITS

The bidder certifies that, for up to twelve (12) months after the date of the Notice of Qualification, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The bidder shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

j. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the bidder ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the bidder's qualification effective immediately and not to solicit from its monthly price quotations.

k. AMENDMENTS

The PO process may not be altered or amended except by the written agreement of both parties.

l. ENTIRE AGREEMENT

It is expressly understood and agreed that the PO, as that process is described in the Invitation, contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the PO or the documents it references.

m. CONNECTICUT LAW AND COURTS

The PO shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the PO to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

n. NON-EMPLOYMENT RELATIONSHIP

The Town and the bidder are independent parties. Nothing contained in the PO shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the PO. The bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The bidder shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS AND TERMS

TOWN OF CHESHIRE

**REQUEST FOR QUALIFICATIONS AND INVITATION TO
BID FOR THE SUPPLY AND DELIVERY OF METHANOL (# 2022-02)**

SPECIFICATIONS

As described in more detail above, the purpose of this Invitation is to obtain prices, on a monthly basis for up to twelve (12) months (October 2021 to September 2022) after the date of the Notice of Qualification, from qualified bidders to supply and deliver up to 7,000 gallons of methanol each month to Cheshire Water Pollution Control Division, up to 7,000 gallons of methanol each month to the City of Meriden Water Pollution Control Facility, and up to 20,000 gallons of methanol each month for the Town of Southington Water Pollution Control Division.

Each qualified bidder issued a PO must ensure that there is a continuous supply of methanol available to meet the Municipalities’ needs during that month. All deliveries must be made in a timely manner in order to protect against a shutdown of operations due to lack of product.

Each qualified bidder issued a PO must ensure that its vehicles and drivers comply with all D.O.T. and OSHA regulations concerning the transporting and off-loading of the methanol, including requirements for personal protection equipment during off-loading.

The methanol to be supplied and delivered must meet the latest version of ASTM D 1152, “Standard Specification for Methanol (Methyl Alcohol),” and each of the following additional specifications:

ITEMS	LIMIT	METHOD
Purity, wt%, min	99.85	IMPCA 001
Specific Gravity, 20C/20C	0.791-0.793	ASTM D891
Distillation Range C at 760 mm Hg	1.0 incl. 64.6+/-0.1)	ASTM D1078
Color, Pt-Co, max.	5	ASTM D1209
Odor	Characteristic non-residual	ASTMD 1296
Carbonizable impurities Color, Pt-Co, max.	30	ASTM E 346
Appearance	Clear, no sediment	Visual
Nonvolatile content, Mg/kg, max.	10	ASTM D 1353
Potassium Permanganate, Minutes, min.	60	ASTM D 1363
Acetone + Aldehydes, Wt%, max.	0.003	ASTM E 346
Acetone, wt%, max.	0.002	ASTM E346 modified
Ethanol, wt%, max.	0.001	ASTM E 346
Chloride, Cl’, wt%, max.	0.00005	IMPCA 002
Sulfur, wt%, max.	0.00005	ASTM D 3961
Total iron, wt%, max.	0.00001	ASTM D 394
Hydrocarbons	Pass test	ASTM D 1722
Acidity, wt%, max.	0.003	ASTM D 1613

ITEMS	LIMIT	METHOD
Water miscibility	No turbidity	

The qualified bidder issued a PO shall account for loss of methanol due to agitation en route and during loading and unloading and evaporation.

For ASTM standards, please visit the ASTM website, www.astm.org, or contact ASTM customer service at service@astm.org.

A certificate of analysis shall be supplied with each delivery.

Material Safety Data Sheets shall be submitted with each delivery.

END OF SPECIFICATIONS

TOWN OF CHESHIRE, CONNECTICUT

**REQUEST FOR QUALIFICATIONS AND INVITATION TO
BID FOR THE SUPPLY AND DELIVERY OF METHANOL (# 2022-02)**

INSURANCE REQUIREMENTS

Each bidder determined to be qualified to bid on the monthly purchase orders shall, for twelve (12) months from notice of such determination, maintain in force at all times the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

* The Town of Cheshire shall be named as "Additional Insured." Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years beyond the twelve (12)-month period. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the twelve (12)-month period for two (2) years thereafter.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$100,000
	EL Disease Each Employee	\$100,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town, and replacement/renewal certificates must be provided at least 60 days prior to the expiration of each policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town thirty (30) calendar days prior to cancellation.

END OF INSURANCE REQUIREMENTS

TOWN OF CHESHIRE, CONNECTICUT

REQUEST FOR QUALIFICATIONS
FOR THE SUPPLY AND DELIVERY OF METHANOL (# 2022-02)

RFQ FORM

BIDDER'S FULL LEGAL NAME: _____

PRICE BID

Pursuant to and in full compliance with the Invitation, the undersigned bidder, having thoroughly familiarized itself with the property where the methanol is to be supplied and delivered, and having thoroughly examined each and every document comprising the Invitation, including any addenda, hereby offers and agrees as follows:

If designated as low bidder, to supply and deliver FOB the methanol described in the Specifications, upon the terms and conditions of the Invitation, to the locations set forth in the Invitation and for the price per gallon specified in the monthly bid results.

ACKNOWLEDGEMENT

In submitting this Bid Form, the undersigned bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the supply and delivery called for in the Invitation. No additional payment of any kind will be made for such supply and delivery under the price(s) as bid.

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications to the Invitation

_____ This bid does not take exception to or seek to clarify and/or modify any requirement, term, condition or provision of the Invitation. **The bidder agrees to each and every requirement, term, condition and provision of the Invitation, including the PO Terms set forth in Section 28 of the Standard Instructions and Terms.**

OR

_____ This bid takes exception(s) to or seeks to modify or clarify certain of the requirements, terms, conditions or provisions of the Invitation. **Attached is a sheet fully describing each such exception, clarification or modification.**

2. State Debarment List

Is the bidder on the State of Connecticut's Debarment List?

_____Yes

_____No

3. Occupational Safety and Health Law Violations

Has the bidder or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid?

_____Yes If "yes," attach a sheet fully describing each such matter.

_____No

4. Arbitration/Litigation

Has either the bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____Yes If "yes," attach a sheet fully describing each such matter.

_____No

Criminal Proceedings

Has the bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____Yes If "yes," attach a sheet fully describing each such matter.

_____No

Ethics and Offenses in Public Projects or Contracts

Has either the bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes If "yes," attach a sheet fully describing each such matter.

_____ No

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE INVITATION, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

(TITLE)

(SIGNATURE)

(DATE)

(TELEPHONE)

(E-MAIL)

END OF BID FORM

**TOWN OF CHESHIRE
INVITATION TO BID
FOR THE SUPPLY AND DELIVERY OF METHANOL (#2022-02)**

BID FORM

BIDDER'S FULL LEGAL NAME:

PRICE BID (for supply and delivery in the month of October 2020)

Pursuant to and in full compliance with the above-described Invitation, the undersigned bidder, having thoroughly familiarized itself with the property where the methanol is to be supplied and delivered, and having thoroughly examined each and every document comprising the Invitation, hereby offers and agrees as follows:

To supply and deliver FOB the methanol described in the Invitation's Specifications, upon the terms and conditions of the Invitation, to the locations set forth in the Invitation, for the following total price per gallon:

_____/100 Dollars

(write out in words)

(\$ _____).

ACKNOWLEDGEMENTS

In submitting this Bid Form, the undersigned bidder acknowledges that the price includes all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, fuel surcharges, security, permits and licenses, and all other costs to cover the supply and delivery described in the Invitation. No additional payment of any kind will be made for such supply and delivery under the price as bid.

The undersigned bidder also acknowledges and agrees that, if its bid is selected, its monthly contract with the Town will be in the form of a purchase order issued by the Town. That purchase order shall incorporate each and every requirement, condition, term and provision of the Invitation, and the bidder agrees to be bound thereby and thereto.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE INVITATION AND AGREES TO BE BOUND THEREBY AND THERETO.

BY _____
(PRINT NAME)

(TITLE)

(SIGNATURE)

(DATE)

(TELEPHONE)

(E-MAIL)

TOWN OF CHESHIRE, CONNECTICUT

**REQUEST FOR QUALIFICATIONS
FOR THE SUPPLY AND DELIVERY OF METHANOL (# 2022-02)**

BIDDER'S CERTIFICATION FORM

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

I/we, the bidder, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one): _____ have an Affirmative Action Program, or
_____ employ 10 people or fewer.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized
Representative

Title of Bidder's Authorized Representative

Date

END OF BIDDER'S CERTIFICATION FORM

TOWN OF CHESHIRE, CONNECTICUT

**REQUEST FOR QUALIFICATIONS
FOR THE SUPPLY AND DELIVERY OF METHANOL (# 2022-02)**

BIDDER'S NON COLLUSION AFFIDAVIT

The undersigned bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof

The undersigned bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Cheshire to consider its bid and make an award in accordance therewith.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

END OF BIDDER'S NON COLLUSION AFFIDAVIT

TOWN OF CHESHIRE, CONNECTICUT

**REQUEST FOR QUALIFICATIONS
FOR THE SUPPLY AND DELIVERY OF METHANOL (# 2022-02)**

STATEMENT OF REFERENCES

Provide at least three (3) business references:

NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION _____

NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION _____

NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES

TOWN OF CHESHIRE, CONNECTICUT

**REQUEST FOR QUALIFICATIONS
FOR THE SUPPLY AND DELIVERY OF METHANOL (# 2022-02)**

BIDDER'S LEGAL STATUS DISCLOSURE FORM

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a permanent place of business of the bidder.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the bidder have a "permanent place of business" in Connecticut, as defined above? _____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Bidder's Full Legal Name

(print)
Name and Title of Bidder's Authorized Representative

(signature)
Bidder's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM