

REQUEST FOR QUOTATIONS - TOWN OF LUNENBURG

SUBMITTER'S COMPANY NAME: _____

DATE: _____

Terms:

1. This is a request for a binding quotation only – it is not a Purchase Order or Tender. The Town of Lunenburg (the “Town”) may use any quotation it receives for informational purposes only, or it may choose to accept the quotation in which case a binding contract will be formed with the Submitter by issuance of a Purchase Order. The Town reserves the right to solicit quotations from other sources at any time including before or after the submission deadline. The Town has no obligation to consider or accept any quotation. The Town reserves the right at any time to accept, ignore or reject any quotation, or use the information contained in any quotation for any purpose whatsoever. The Town reserves the right to negotiate after the submission deadline with any proponent to finalize arrangements in the best interests of the Town.
2. The requested quotations must be received before the *Submission Deadline of **2:00:00 p.m. AST, local time on February 25, 2025***, or the Town may in its sole and absolute discretion choose not to consider it.
3. Quotations must be submitted on this form only unless otherwise permitted by the Town.
4. Quotation submitters are deemed to have agreed to the additional terms and conditions described in Schedule “A” attached.
5. Any suggestions with respect to appropriate equivalents, alternatives or substitutes are welcome. If offering an equivalent, alternative or substitute please ensure the manufacturer’s name, contacts and complete technical information is supplied.
6. A current WCB clearance letter must be provided with this quotation
7. The Town is eligible for all **Provincial standing order pricing**.
8. Quotations may not be withdrawn for sixty (60) days following the Submission Deadline.
9. If the Town accepts this quotation, delivery shall be freight on board (F.O.B.) destination.
10. Please provide the pricing to supply the Town of Lunenburg with gas, diesel, and furnace oil as per Schedule “A” and Schedule “B” from **April 01, 2025 to March 31, 2027 (2 years)**.
11. Please complete Schedule “C” and include any additional information required.
12. Please check the Town website www.townoflunenburg.ca to determine if any addendums have been issued prior to the Submission Deadline.

13. If further technical information is required, please contact Curtis Bell, Procurement Coordinator by email at purchasing@townoflunenburg.ca, deadline to inquire for additional information is February 18, 2025, at 2:00:00 p.m. AST.
14. Please return your completed quote by **2:00:00 p.m. AST, February 25, 2025**, the submission deadline, or the Town may in its sole and absolute discretion choose not to consider it. Deliver completed quote to Curtis Bell, Procurement Coordinator by email to purchasing@townoflunenburg.ca.
15. **Please ensure quotations are clearly marked “TOL2025002 Lunenburg Fuel Oil Diesel Request for Quotation” when submitted.**
16. This Request for Quotations neither expresses nor implies any obligation on the part of the Town to enter into a contract with any quotation submitter. The Town reserves the right to reject any and all quotations, and to not necessarily accept the lowest quotation or any quotation whatsoever. The Town may accept any quotation or any portion thereof that the Town in its sole and absolute discretion deems to be in the Town’s best interests. The Town also reserves the right in its sole and absolute discretion to waive or enforce any formality, informality, or technicality in any quotation submission. This includes the right to accept a quotation that is not strictly or at all compliant with the instructions in this Request for Quotations. The Town reserves the right to negotiate after the Submission Deadline with any quotation submitter to finalize arrangements in the best interests of the Town. The Town shall not be bound by trade or custom in dealing with and/or evaluating the quotations that it receives. Quotation submitters will be deemed to have familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation.

By submission of a quotation in response to this Request for Quotations, each quotation submitter shall be deemed to accept and agree to the following conditions:

1. Submitter shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of quotation.
2. Each quotation submitter WAIVE any claim against the Town for any compensation of any kind whatsoever as a result its submission of a quotation including without limitation any claim for costs of quotation preparation or for loss of anticipated profits, whether based in contract including fundamental breach, tort, equity, breach of any duty, including, but not limited to breach of the duty of fairness, breach of any obligation not to accept non-compliant quotations or any other cause of action whatsoever.

SCHEDULE "A"

TERMS AND CONDITIONS

1. The successful quotation submitter shall be responsible to reimburse the Town for all cost associated with any damages to the heating system to any Town building that may be caused by a shortage of fuel, which shortage has been determined to be the fault of the quotation submitter. The Town reserves the right to make the arrangements for any repairs necessary.
2. The successful quotation submitter shall submit a proposed delivery schedule for each location for the Town's review and approval. Once the delivery schedule is established, the successful quotation submitter agrees to pay the Town \$300 per incident due to the non-delivery of fuel as per the delivery schedule. The Town shall be entitled to deduct this amount from any invoice due to the quotation submitter. The Town reserves the right to review and revise the delivery schedule as required to provide the necessary service to any specific building(s).
3. The successful quotation submitter must agree to assume costs resulting from fuel spills caused by the quotation submitter. Any such spills must be immediately reported to the Town and to the Nova Scotia Department of Environment and Climate Change. The successful quotation submitter will be responsible for and bear the cost of all clean-up services, site remediation and associated damages incurred by the Town or others in the event of a fuel spill or other related damages relating to the supply of goods and services described herein.
4. The successful quotation submitter must agree that delivery slips will be: (1) left with Town personnel at sites of deliveries, or (2) delivered to the Town Office, as directed by the Town.
5. The successful quotation submitter must remain at fueling stations while tanks are being filled.
6. The successful quotation submitter will be given a minimum of seven (7) days advance notice before commencement of contract.
7. Burner maintenance information is being requested and **may** be awarded at the same time.
8. The successful quotation submitter must be prepared to pump and dispose of contaminated fuel within two hours of notification. The successful quotation submitter must be prepared to pay for all cost associated with removing the contaminated fuel from the tank (including sludge removal) and any repairs to heating equipment related thereto.
9. In submitting quotations in response to this request for quotation, the quotation submitter accepts the terms and conditions contained herein.
10. It is the understanding of this request for quotation that all participants will be under the **automatic-fill system**.
11. The successful quotation submitter will be responsible to provide proof of good standing with the Workers' Compensation Board and proof of current Construction Safety Nova Scotia Association Certificate of Recognition (COR) Certification.

12. The successful quotation submitter acknowledges that any resulting contract or any part thereof may not be assigned or sublet to third parties without prior written consent of the Town.
13. The successful quotation submitter will provide the latest Rack price, or method that the Town can access, that corresponds to the delivery date of the product to the Town.
14. Net unit prices quoted must be exclusive of all taxes as per below:

Furnace Oil – Harmonized Sales Tax (extra)

Gasoline – Federal Excise Tax (extra 10¢ per litre), Provincial Road Tax (extra 15.5¢ per litre), and Harmonized Sales Tax (extra) **All rates are subject to changes as approved by governing bodies.**

Diesel Fuel – Federal Excise Tax (extra 4¢ per litre) and Harmonized Sales Tax (extra) **subject to changes as approved by federal government.**

15. The Town shall have the sole right in its unfettered and absolute discretion to renew any contract entered into as a result of this procurement process for one additional two-year term. In order for the Town to exercise its right to renew, it must provide written notice no less than 30 days prior to the expiration of the term of the contract then in effect.
16. The successful quotation submitter shall indemnify and hold the Town and all its officers, agents and employees harmless against all risks, liabilities and damages which in any way arise from the successful quotation submitter performance of this contract.
17. All insurance policies and certificates must include an endorsement providing ten (10) days prior written notice to the Town of cancellation or reduction of coverage. The successful quotation submitter shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force.

Prior to commencement of the work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the successful quotation submitter shall file with the Town with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the work. The certificate shall include the project name and general description.

All applicable deductibles under the above required insurance policies are at the sole expense of the successful quotation submitter. All policies shall apply as primary and not as excess of any insurance available to the Town.

It is expected by the Town that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under Sections 17-19 have been met.

18. The successful quotation submitter will be responsible to furnish proof of liability insurance. The successful quotation submitter will be responsible for obtaining and maintaining at their own expense, until the completion of the contract:

- 18.1 Commercial General Liability insurance subject to limits of not less than Five Million (\$5,000,000.00) inclusive per occurrence for all operations of the successful quotation submitter including protecting Town premises on or near which operations are to be performed. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include but not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, contractual liability, non-owned automobile and contain a cross liability, severability of insured clause. The Town is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured. The Commercial General Liability insurance policy in question must NOT contain a pollution liability exclusion, especially with respect to petroleum spills.
- 18.2 Standard SPF No. 1 Automobile Policy subject to a limit not less than Five Million (\$5,000,000.00) per accident for all licensed Motor Vehicles owned or leased by the Successful quotation submitter. Coverage must also apply in the event the operations of the insured resulted in a pollution condition including remediation costs. Coverage shall not include any endorsement that removes coverage for attached machinery.
19. The successful quotation submitter shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Nova Scotia, for not less than Five Million (\$5,000,000.00) Coverage shall include bodily injury, property damage, clean-up and remediation costs.

SCHEDULE "B"

Location	Description	Tank Size (Litres)	Litres Used Apr 1/23-Mar 31/24
FURNACE OIL			
119 Cumberland Street	Town Office	1,800	12629
119 Cumberland Street	Courthouse	1,000	4695
25 Medway Street	Fire Hall	2,250	15215
107 Cumberland Street	Electric Light Dept.	900	3280
109 Cumberland Street	Old Fire Hall	2,250	5451
18 Dufferin Street	Old Police Station/Women's Centre	900	2489
15 Green Street	Community Centre	2,250	13362
97 Kaulback Street	Lunenburg Academy	9,000	48172
177 Cumberland Street	Armouries	2,250	10642
DYED PREMIUM DIESEL			
177 Cumberland Street	Armouries	4,500	23486
25 Medway Street	Fire Hall	1,130	6795
524 Northwest rd.	Water Treatment Plant	2463	2964 <small>**Must be topped up when down to 600L remaining**</small>
REGULAR GAS			
18 Dufferin Street	Old Train Station/Back Harbour Trail Entrance	4,500	18645

SCHEDULE "C"

1. Quoted Prices - April 1, 2025 - March 31st 2027

The prices requested will be based on your guaranteed mark up over the rack price.

Please provide the posted rack prices for the period February 18, 2025 to February 24, 2025 for each product.

Please note the rack price that you are using e.g.: location and company _____

		Feb 18	Feb 19	Feb 20	Feb 21	Feb 24
Furnace Oil	Rack Price					
	Your price over rack					
Gasoline	Rack Price					
	Your price over rack					
Diesel Fuel	Rack Price					
	Your price over rack					

Under Schedule "A" Terms and Conditions, Clause 2, the Town is requesting compensation of \$300. for fuel run out. Please indicate here any other guarantee that your company can make to ensure a regular supply of fuel.

2. In case of emergency fuel requirements what is your truck location and response time for the following: This could include fueling fire trucks at fire scenes. Please note if there is an additional charge for this.

	Location of Truck(s)	Number of Trucks	Response Time	Additional Charge
Furnace Oil				
Gas				
Diesel				

Furnace and Boiler Repair Services

3. The Town has a number of forced hot air furnaces and boilers. Please provide your pricing and emergency call out time as follows:
- minimum charge service call (Mon-Fri, daytime) _____
(Weekend and after hours) _____
 - after hours response time _____
 - hourly charge out rate for furnace repairs _____
 - hourly charge out rate for boiler repairs _____
 - set rate for furnace cleaning _____
 - set rate for boiler cleaning _____
 - will you offer a discount on parts? _____ If so what percentage? _____
4. Please indicate if a furnace oil discount will be offered to staff and Councilors of the Town.
Note: This will not be considered as part of the Tender award process.

Company Name:
Address:
Email address:
Phone Number:
Authorized Signature:
Print Name: