



CITY OF TORRINGTON

**PURCHASING DEPARTMENT
140 Main Street, Room 206
Torrington, CT 06790**

**Pennie Zucco, Purchasing Agent
Phone: (860)-489-2225
Fax (860)-489-2547
Email: pennie_zucco@torringtonct.org**

February 16, 2021

Mayor Elinor Carbone
Members of the City Council

RE: BID #FUL-333-021621 #2 Fuel Oil

The City of Torrington received two (2) bids for the purchase of 17,700 (+/- 5%) gallons of #2 Heating Fuel for the FY 2021-2022.

East River Energy
Guilford, CT

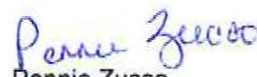
$\$2.3011 + .0051 \text{ taxes} = \$2.3062 \text{ per gallon}$
 $\$40,819.74 \text{ estimated annual cost}$

Dime Oil Company
Waterbury, CT

$\$2.2124 + .0051 \text{ taxes} = \$2.2175 \text{ per gallon}$
 $\$39,249.75 \text{ estimated annual cost}$

The city requested updated pricing for this commodity. Since fuel prices change daily and cannot be held firm due to the volatile energy market, I am requesting authorization to waive the technicalities and to enter into a contract with Dime Oil Company, LLC if tomorrow morning's price is no greater than 10% over the bid price.

Thank you for your consideration on this matter.


Pennie Zucco
Purchasing Agent



City of Torrington

Bid Name No #2 Fuel Oil

Bid Number F 44-333-021621

Date of Opening February 16, 2021

Time of Opening 11:10 am immediately following Diesel Bid

VENDOR	BID BOND	NON-COLLUSION	BID AMOUNT	ADDENDUM
East River Energy 401 Soundview Rd. Gulfport, CT 06437	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 3062 w/ Tax	
Dinu Oil Co P.O. Box 11195 Waterbury, CT 06703	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 2175 w/ Tax	



CITY OF TORRINGTON
SEALED BID REQUEST

BID # FUL-333-021621 - No. 2 FUEL OIL

Date of bid opening: **February 16, 2021** Time: Approx. **11:10 AM**, immediately following diesel bid opening

Location: **City Hall, 140 Main Street, Room 206, Torrington, CT**

Bid Bond or Certified Check required with bid: **5%**

Performance Bond required if awarded bid: **100%**

MUST SUBMIT AN ORIGINAL AND ONE (1) COPY

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination

Dated in Torrington: 2/5/2021

Purchasing Agent _____
Pennie Zucco

Item	Description	Unit price per gallon	NORA, Lust, Spill	Total Price WITH taxes
Approx. gallons, 17,700 (+/- 5%)	#2 FUEL OIL PER ATTACHED SPECIFICATIONS	\$ <u>2.2124</u>	\$ <u>.0051</u>	\$ <u>39,249.75</u> Unit price with tax \$ <u>2.2175</u>

The City Purchasing Agent is authorized to offer city-based bidders that exceed the lowest bid by up to six percent the opportunity to match the lowest bid. A city-based bidder within the six percent differential who agrees to accept the amount of the lowest bid will be awarded the bid unless more than one city-based bidder submits a bid not more than six percent higher than the low bid. When multiple city-based bidders agree to accept the award of the bid at the amount of the low bid then the city-based bidders will be invited to submit a new bid, not to exceed the low bid. The bid shall be awarded to the lowest responsive, responsible bidder.

Bidder: Dime Oil Co LLC

Address: 93 Industry Ln, Waterbury, CT 06704

(Signed By) [Signature] Title: Manager

Name (please print) Tracy Cyr Date: February 15, 2021

Phone: (203)754-5334 Fax: (203)754-0790 E-Mail: tracy@dimeoil.com

Federal Tax Identification Number: (FEIN) 45-4111778

Comments: _____

Bid # FUL-333-021621 No. 2 FUEL OIL BID SPECIFICATIONS AND INSTRUCTIONS

Approximately 17,700**(+/-5%) gallons of Number 2 Fuel Oil to be furnished to various City of Torrington buildings for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

1. Sulfur content of oils must comply with Federal and State of Connecticut Environmental regulations. Contractor will comply with the provisions of the Conn. Fair Employment Practice laws.
2. A delivered firm fixed price per gallon must be quoted delivered to various city buildings. The City is exempt from all state and federal sales taxes. The above quantities are estimated; The city may use more or less fuel.
3. Details as to the storage capacity of fuel tanks for all city buildings are as follows. While every effort has been made to include all locations, the City reserves the right to add/delete locations. All deliveries will be made with metered invoices and signed by an employee of the City of Torrington. #2 Fuel Oil that is delivered without a signed delivery receipt is the responsibility of the supplier and will not be paid by the City.
4. While the bid is written for a total quantity of #2 Fuel Oil and the anticipated allocations for each building are included with the specifications, the City reserves the right to redistribute the allocations as needed during the term of the bid until total supply of #2 fuel oil is consumed.
5. The bidder must have the facilities and equipment to deliver #2 Fuel Oil in the quantities required by the City of Torrington. The tanks are to be monitored weekly to prevent out of fuel situations. In the event an out of fuel situation occurs, delivery is required within 4 hours of notification. Any expenses incurred by the city as a result of low or out of fuel situations will be deducted from vendor's fuel invoice. Delivery of fuel shall be metered at the delivery point. Delivery trucks for fuel must be equipped with meters to accurately measure the quantity of fuel. The meters must be sealed in accordance with regulations established and enforced by the Connecticut Department of Consumer Protection, Division of Weights and measure. The City reserves the right to cancel and/or refuse deliveries from any vehicle with a non-operational meter. All meters shall have been certified and shall maintain certification during the term of the contract. All meters must be equipped with a ticket printer, which will provide an accurate accounting of the amount of fuel delivered on a printed receipt. Delivery tickets shall be locked in the printer from the start of delivery until the delivery is completed and recorded. All delivery slips must be signed by an employee of the City of Torrington; Delivery Slips submitted without a City employee signature are not sufficient proof of delivery and will not be paid by the City of Torrington.

All bidders must have at least one #2 Fuel Oil Terminal located within the State of Connecticut in which they are authorized to obtain product. Bidders are to submit the name, contact name and phone number of the terminal within the State of Connecticut with whom they have a current agreement, which covers the contract period. All bidders shall be established dealers and distributors that have been in the operation of selling #2 Fuel Oil for a minimum of two years. The successful vendor will be liable for any damages or injuries caused by vendor, its agents, employees and contractors in the performance of the contract with respect to the City buildings, grounds, and equipment, including product spills occurring during delivery. The vendor shall comply and honor all applicable local, state and federal laws applicable to the sale, delivery and transport of the product described in this bid.

6. Bidders must submit delivered firm fixed price bids.
7. All locations are to be on "automatic" fill. The selected supplier must not allow oil tanks to run so low that furnaces shut down. In the event a furnace shuts down due to low or no oil, the supplier will pay a restart fee of \$250.00 plus all expenses incurred by the City of Torrington to obtain heat in said location.
8. Certificates of Insurance will be provided by the successful bidder to include the City of Torrington as the additional insured, minimum limits of liability as per attached "Instructions to Bidders." Truck, automobile and operations including products and completed operations and workmen's compensation - statutory limits apply. Copies of Insurance certificates **must** be supplied to the Purchasing Agent within 10 days of award of bid.
- 9 Failure to abide by the above specifications and the attached "instructions to bidders" is sufficient

justification for cancellation of the contract.

10. Prices quoted shall include any applicable taxes or fees in the bid price.
11. The attached list of locations and tanks size is a part of this specification.
12. **Declared Emergency:** In the event that the City of Torrington is preparing for an "emergency" as designated by local, State or federal officials, the City will notify the vendor by telephone and request that all fuel tanks are "topped off". Upon receipt of phone call, the vendor will be required to "top off" tanks within 24 hours.
13. There shall be no additional charges incurred by the City in the event that emergency deliveries are required.
14. **Tank Access:** The City will make every effort to ensure that access to all tanks are kept clear and free from obstacles.
15. **Tank Overfill:** The successful vendor shall be responsible for any overfill of tanks and for any and all damages and costs incurred as well as complete clean-up of the area and proper removal of all clean-up products.

There will be no fuel surcharge or additional charges of any kind added to the pricing set forth above.

In the event of the closure of City Hall, the bid will be opened on the following business day that City Hall is opened at approximately 11:10 AM.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

*******PLEASE NOTE: TANK SIZE CHANGE*******

**AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE'S WBE'S AND SBE'S ARE ENCOURAGED TO APPLY**

**CITY OF TORRINGTON
LOCATIONS AND SIZE OF #2 FUEL TANKS
QUANTITIES PER LOCATION**

Listed below are the locations and sizes of #2 Fuel Oil tanks within the City of Torrington that belong on automatic fill. While every attempt has been made for this list to be all-inclusive, the City reserves the right to add other locations, tank sizes, and quantities used. Vendors will be expected to accept such changes without adjustments to the contract price. Before filling any additional tank, verify City ownership of said tanks with the Purchasing Agent. Only the Purchasing Agent can authorize delivery of fuel to a location NOT on the attached list. Total estimated annual consumption of #2 Fuel for City buildings during FY 21/22 is approximately **17,700**(+/-5%)** gallons.

CITY BUILDINGS

TORRINGFORD VOLUNTEER FIRE DEPARTMENT - 1755 East Main Street (1,600 gallons)
550-gallon tank located to the right of the building. Contact name: Gary Delmonte, 860-485-3834.

DRAKEVILLE VOLUNTEER FIRE DEPARTMENT - Corner Marshall Lake Rd. & Norfolk Rd. (1,500 gallons)
550-gallon tank on west side of building (Norfolk Road) Contact name: Chief Michael Maccalous, 860-482-2635.

WATER POLLUTION CONTROL PLANT AND PUMPING STATION - Bogue Road
Bldg. #1 – (1) – 2,000 Gallon Tank #2 Fuel Oil (5,500 gallons)
Bldg. #2 – (2) – 275 Gallon Tanks #2 Fuel Oil (2,000 gallons)
Bldg. #9 – (1) – 275 Gallon Tank #2 Fuel Oil (1,000 gallons)
Bldg. 13 – (1) – 1,000 Gallon Tank #2 Fuel Oil (1,000 gallons)
WPCA has a total of (3) three 275 gallon tanks.

Open 7:00AM to 2:30PM weekdays/Holidays & 7:00AM to 10:00 AM Saturdays/Sundays.
Gate Entry Code required (24 Hr. Access) Assigned by WPCA). Contact name: Ed Tousey, 860-485-9166.

RECREATION HALL/TEEN CENTER – 71 East Albert Street. (2,300 gallons): 330-gallon tank. Contact Brett Simmons, 860-489-2385 /860-489-2274.

VETERAN'S OFFICE - (2,800 gallons) Fuessenich Park Field House: Coe Place-behind Armory building: 275 gallon tank. Contact Michael Thomas, 860-489-2531 or Brett Simmons, 860-489-2385/860-489-2274.

*******PLEASE NOTE: TANK SIZE CHANGE*******

No fax or e-mail bids will be accepted.



PO Box 11125, Waterbury, CT 06703 ♦ p: 203-754-5334 ♦ f: 203-754-0790 ♦ tracy@dimcoil.com

City of Torrington
140 Main St, Rm 206
Torrington, CT

Heating oil, Diesel & Gasoline Bid

Fixed price contracts reflect market conditions at time of bid. These prices are based on the New York Mercantile Exchange or NYMEX. Prices on the NYMEX are extremely volatile. Time period between this bid and acceptance of bid prices may alter the fixed price of this contract. Price will remain firm for allocated contract gallons once a letter of acceptance and a signed contract is received.

All prices exclude applicable taxes as per the bid instructions. Currently, the following taxes are applicable to fuel oil purchases by municipalities. The NORA (National Oilheat Research Alliance) Assessment of \$0.0020 cents per gallon applies to purchases of fuel oil used for heating. The Oil Spill Recovery Fee of \$0.0021 for heating oil and diesel fuel and is \$0.0019 for Gasoline. The LUST tax (Leaking Underground Storage Tank) at \$0.0010 cents per gallon applies to #2 Heating Oil, Diesel Fuel and Gasoline. The CT Gross Receipts tax for gasoline is increasing July 1, 2013 to an effective rate of 8.814% of the total sale with a per gallon cap at \$3.00. (ie: if gas is \$2.50 per gallon the CT GRT tax is \$.2204 per gallon, if gas is \$3.00 per gallon the CT GRT tax is \$.2644 per gallon, if gas is \$3.10 per gallon the tax is still \$.2644 per gallon). Any tax, or governmental charge or increase thereof now due or hereafter imposed and assessed to Dime Oil thereof due to purchasing, selling, or delivering the product such as, but not limited to Sales Tax, Use Tax, Excise Tax, Gross Receipts Tax, and Superfund Tax, may at Dime Oil Companies option, be added to the purchase price. The municipality shall provide federal and state tax identification numbers and shall complete exemption certificates before the commencement of this contract.

Agencies will be required to provide any and all pertinent information regarding tank sizes, dimensions, locations, operational procedures specific to a delivery location, and individual consumptions. This information is necessary in scheduling automatic delivery as well as routine will call deliveries.

Dime Oil reserves the right to refuse delivery to any tank and/or location, which, in its sole discretion, is deemed unsafe by an employee of Dime Oil. Deliveries will only resume once the problem is resolved and the tank is again deemed safe for delivery.

Delivery: Diesel fuel and gasoline purchases will be delivered in approximately equal amounts prorated over the contract period. Fixed price on Heating Oil will remain in effect at the established price per gallon ratable per month by degree day for the individual delivery location for all product up to the contract amount during the period. Buyer will be granted +0% variance in allocation coverage for the delivery period specified and a -2% for gallons not consumed. Buyer agrees to pay Seller the price established above for the indicated delivery location for all products up to the contract or allocation amount.

- a. If gallons actually purchased exceed 100% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:
 - i. All overage will be billed at a differential price of .0989 per gallon plus the New Haven average quotation as published daily in the OPIS publication for the date of delivery.
 - ii. Extend the fixed price contract at the same terms and conditions.
 - iii. Renegotiate a fixed price based on the current market conditions.
- b. If gallons actually purchased are less than 98% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:
 - i. Extend the fixed price contract at the same terms and conditions till the actual gallons used are at least 98% of the respective quantities allocated above.
 - ii. Terminate the contract.
 - iii. The customer will purchase the quantity not used at the price per gallon quoted in the bid. Seller shall have no obligation to deliver the actual volume not consumed by purchaser within the contract period.
 - iv. If the customer fails to consume the un-lifted volume, customer will pay Dime Oil Company reasonable liquidated damages for such deficient liftings. This fee shall not be construed as a penalty, but a deficiency fee equal to the difference between the aggregate purchase price for the un-lifted volume and the lowest

SAMPLE FORM
Bid
FUL-333-021621

NON-COLLUSION AFFIDAVIT

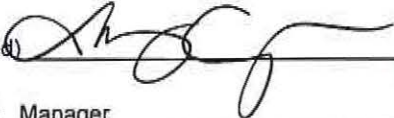
STATE OF Connecticut COUNTY OF New Haven

I, Tracy Cyr, being first duly sworn, deposes and says

that: I am Tracy Cyr of Dime Oil Co LLC, the bidder that has submitted the attached request for proposal for Fuel Oil;

2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Printed) Tracy Cyr

(Signed) 

(Title) Manager

Subscribed and sworn to before this 15th day of February, 2021.

Elizabeth M. Skojec

Notary Public Printed

Elizabeth M. Skojec
Notary Public Signature

My commission expires 8/31/2025

