



**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 #GAS-028-021621 Gasoline**

The City of Torrington received two (2) bid proposals for the purchase of 119,000(+/-5%) gallons of Gasoline for the FY 2021/2022.

East River Energy  
Guilford, CT

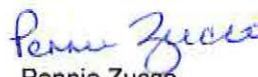
$\$1.8063 + .1621 \text{ fees} = \$1.9684 \text{ per gallon}$   
 $\$234,239.60 \text{ estimated annual cost}$

Dime Oil Company  
Waterbury, CT

$\$1.7808 + .1599 \text{ fees} = \$1.9407 \text{ per gallon}$   
 $\$230,943.30 \text{ estimated annual cost}$

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 Goodline

Bid Number GAS-028-021621

Date of Opening February 16, 2021

Time of Opening 11:15am immediate  
following fuel oil 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"/>	1,9684 w/ Tax	<input checked="" type="checkbox"/>
Dime Oil Company PO, Box 11125 Watuborg, CT 06703	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1,9407 w/ Tax	<input checked="" type="checkbox"/>



**CITY OF TORRINGTON**  
**SEALED BID REQUEST**

**BID # GAS-028-021621 GASOLINE**

Date of bid opening: **February 16, 2021** Time: **11:15 AM**, immediately following Fuel Oil Bid opening

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

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 (Torrington) unless otherwise requested.

Dated in Torrington: 2/5/2021

Purchasing Agent Pennie Zucco

Amount	Item	Unit Price per gallon	GRT	LUST & Spill	Annual Cost <u>with</u> GRT & fees
Approx. 119,000 (+/- 5%) gallons	87 Octane gasoline per specifications attached	<u>\$1.7808</u>	<u>\$ .1570</u> 8.814%	<u>\$ .0029</u>	<u>\$230,938.51</u> Unit price with tax <u>\$1.9407</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



**SPECIFICATIONS FOR 87 OCTANE GASOLINE  
BID # GAS-028-021621 GASOLINE**

- TYPE:** Gasoline shall be 87 Octane, of appropriate seasonal type, volatile hydrocarbon fuel, free from water and suspended matter. Must meet all standards set by the State of Connecticut and Federal Regulations.
- QUANTITY:** Approximately 119,000 (+/- 5%) gallons delivered to the City's Public Works garage as needed. The City may use more or less Gasoline.
- TAXES:** The City is exempt from the payment of taxes imposed by the Federal Government, and/or the State of Connecticut, and such taxes shall not be included in the bid price, except the gross receipts tax, for which the City is liable.
- PRICES:** Price per gallon should be a firm fixed price delivered to 107 Arthur St., Torrington, CT.
- DELIVERY:** The tank is located in front of the building and inside the gate. The gate is locked and tank is monitored. Delivery must occur between 7:30 a.m. and 2:30 p.m. unless prior approval has been obtained from Emil Castro (approval must be obtained for each occurrence). Contacts are Emil Castro (860)489-2349 or Alan Regner (860)489-2361. Either Mr. Castro or Mr. Regner will call vendor to schedule delivery when gasoline is required. No unscheduled deliveries will be accepted. The bidder must have the facilities and equipment to deliver Gasoline in the quantities required by the City of Torrington. The tank is to be monitored weekly to prevent out of gasoline situations. In the event an out of gas situation occurs, delivery is required within 4 hours of notification. Any expenses incurred by the city as a result of low or out of gas situations will be deducted from vendor's gasoline invoice. Delivery of gas shall be metered at the delivery point. Delivery trucks for gasoline must be equipped with meters to accurately measure the quantity of gasoline. 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 deliveries must be prescheduled through the contact person list.
- All bidders must have at least one Gasoline 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 gasoline 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.
- TANK SIZE:** 10,000 gallons
- PERIOD:** The contract period is July 1, 2021 to June 30, 2022. The city reserves the right to

**extend the contract for one year, subject to the approval of the contractor and the Board of Councilmen.**

**TESTING:** The 87 Octane Gasoline shall be tested in accordance with ASTM designation as listed or latest revision in effect at the time of the invitation to bid.

**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 gasoline tank is "topped off". Upon receipt of phone call, the vendor will be required to "top off" tanks within 24 hours.

There shall be no additional charges incurred by the City in the event that emergency deliveries are required.

**Tank Access:** The City will make every effort to ensure that access to tank is kept clear and free from obstacles.

**Tank Overfill:** The successful vendor shall be responsible for any overfill of tank 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.

The vendor shall not charge the City for any fees that may be incur for the storage of unleaded gasoline that was not delivered.

The Vendor shall not charge the City for any unleaded gasoline that is not ordered, should the actual quantities ordered be below the estimated quantity listed.

**No fax or e-mail bids will be accepted.**

*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 11:15 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.

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



**SAMPLE FORM**  
**Bid**  
**# GAS-028-021621**

**NON-COLLUSION AFFIDAVIT**

STATE OF Connecticut COUNTY OF New Haven

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

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

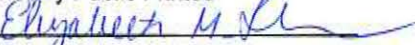
(Signed) 

(Title) Manager

Subscribed and sworn to before this 15<sup>th</sup> day of February, 20 21.

Elizabeth M. Skojec

Notary Public Printed



Notary Public Signature

My commission expires 8/31/2025

(Notary Seal)

**NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.



PO Box 11125, Waterbury, CT 06703 • p: 203-754-5334 • f: 203-754-0790 • [tracy@dimcoil.com](mailto: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 overage 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





## **CITY OF TORRINGTON**

### **Addendum #1**

#### **ADDENDUM #1 HAS BEEN ISSUED FOR GASOLINE PERTAINING TO QUESTIONS SUBMITTED & ANSWERS**

#### **BID # GAS-028-021621 GASOLINE**

Date of bid opening: **February 16, 2021** Time: **11:15 AM**, immediately following Fuel Oil Bid opening

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

#### **Must submit signed addenda with bid.**

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.

Dated in Torrington: February 11, 2021 Purchasing Agent \_\_\_\_\_

Pennie Zucco

Contact name Tracy Cyr Phone: (203)754-5334

Authorized Representative Tracy Cyr

Authorized Signature \_\_\_\_\_

Company name Dime Oil Co LLC Fax (203)754-0790

Address 93 Industry Ln Email tracy@dimeoil.com

City, State, Zip Waterbury, CT 06704

Federal Tax Identification Number: (FEIN) 45-4111778

#### **Questions & Answers**

**Q1) What are your office hours for bid delivery via FedEx or UPS? Are you open for deliveries on President's Day (2/15/21)?**

**A1) City Hall opens at 8:00 AM until 4:00 pm. Bids must be received by the deadline of 11:00 am, February 16, 2021. Late bids will not be opened. City Hall is closed on President's Day, Monday, February 15, 2021.**

**Q2) Our records suggest you award same day as the opening at a board meeting held at 6:30 pm. Is that the intention this year as well? If not, when is the anticipated award date/board meeting?**

**A2) Yes, The recommendation for award of contract is being presented to City Council on Tuesday, February 16, 2021 6:30 P.M. meeting.**

**Q3) The bid mentions weekly tank monitoring. Will the awarded vendor be able to access tank readings remotely? Or does the site monitor the tank levels and order accordingly?**

**A3) No. Site monitors tank levels and orders accordingly.**