



## 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

March 20, 2023

Mayor Elinor Carbone  
Members of the City Council

**RE: BID #FUL-333-032023 NO. 2 FUEL OIL FY 23-24**

The City of Torrington received two (2) bids for the purchase of 18,700 (+/- 5%) gallons of #2 Heating Fuel for the FY 2023-2024.

East River Energy  
Guilford, CT

\$3.1803 + .009047 taxes = \$3.1894 per gallon  
\$59,641.78 estimated annual cost

**Dime Oil Company**  
**Waterbury, CT**

**\$3.0978 + .0090 taxes = \$3.1068 per gallon**  
**\$58,097.16 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 FUL-333-032023

Date of Opening March 20, 2023

Time of Opening 11:00 am

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"/>	3.1894 voltages	<input checked="" type="checkbox"/>
Dine Oil Company PO Box 11185 Waterbury, CT 06703	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.1068 voltages	<input checked="" type="checkbox"/>



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

**BID # FUL-333-032023 - No. 2 FUEL OIL**

Date of bid opening: **March 20, 2023** Time: **11:00 AM** Location: **City Hall, 140 Main St., Rm. 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: 3/10/2023

Purchasing Agent \_\_\_\_\_  
Pennie Zucco

Item	Description	Unit price per gallon	NORA	Total Price WITH taxes
Approx. gallons, <b>18,700 (+/- 5%)</b>	#2 FUEL OIL PER ATTACHED SPECIFICATIONS	\$ <u>3.0978</u>	LUST \$0.0010 Superfund \$0.0039 Spill \$0.0021 \$0.0020	\$ <u>3.1068</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: 3/16/2023

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

Federal Tax Identification Number: (FEIN) 45-4111778

Comments: please see attached addendum

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CITY OF TORRINGTON**

**Addendum #1**

**ADDENDUM #1 ISSUED FOR NO. 2 FUEL OIL WHICH ADDRESSES ANSWERS TO SUBMITTED QUESTIONS**

**BID # FUL-333-032023 NO. 2 FUEL OIL**

Date of bid opening: **March 20, 2023** Time: **11:00 AM** Location: **City Hall, 140 Main St., Rm. 206, Torrington, CT**

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: March 13, 2023

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 3/13/2023**

Q1) Would the City be willing to waive the bid bond/performance bond requirement? It's not that we cannot obtain or post a bond it's the expense/time in requesting one for such a small quantity of fuel.

**A1) The bid bond/performance bond requirement will not be waived.**

**SAMPLE FORM**  
**Bid # FUL-333-032023**

**NON-COLLUSION AFFIDAVIT**

STATE OF Connecticut COUNTY OF New Haven

I, Thomas Kraft, being first duly sworn, deposes and says that:

1. I am Thomas Kraft  
of Dime Oil Co LLC, the bidder that has submitted the  
attached request for proposal  
for Heating 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) Thomas Kraft

(Signed) 

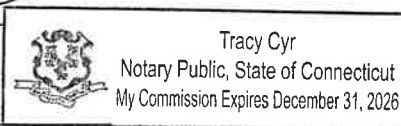
(Title) Owner

Subscribed and sworn to before this 16 day of March, 2023

Tracy Cyr  
Notary Public Printed

  
Notary Public Signature

My commission expires \_\_\_\_\_



**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@dimeoil.com

City of Torrington  
140 Main ST  
Torrington, CT

#### Heating Oil 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 Superfund tax will go back into effect on January 1, 2023; the rate per gallon on heating oil and diesel fuel is \$0.0039 per gallon and on gasoline \$0.00351 per gallon. 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.

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. Customer acknowledges that all tanks and piping are in good condition and meet all State and Federal regulations and specifications. Dime Oil does not provide quality assurances for fuel which the customer stores in their tanks. Customer will hold Dime Oil Co harmless for any issues regarding the condition of their tank, tank piping or filling connections; Dime Oil Co will not be held liable for any leakage or environmental contamination of customer's equipment and/or tank. Customer 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. It is the responsibility of the Customer to report any and all tank and delivery information changes immediately. Dime Oil Co will not be liable for any spillage or run outs resulting from changes to tank information not provided to us. Dime Oil Co reserves the right to assess a delivery fee if tank sizes were to change drastically during the course of the contract.

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 OPIS posting for the month(s) with un-lifted volumes. Dime Oil Co shall not be entitled to any amounts from customer if the lowest OPIS posting is greater than the fixed price contract rate per gallon.

Force Majeure: Seller shall not be responsible for damages caused by delay or failure to perform, in whole or in part, hereunder or noncompliance with any of the terms hereof when such delay, failure or noncompliance is attributable to acts of God, strikes, lockouts, fires, floods, storms, explosions, embargoes, acts or compliance with requests of any governmental authority without regard to legal validity, war conditions, acts of terrorism, accidents, delays in transportation, any allocation program or rationing or priorities in effect pursuant to governmental direction or request or instituted in cooperation with any governmental authority, or other cause beyond control of the Buyer or Seller whether or not similar to those enumerated.

Payment terms are net 30 days. There is no discount for early payment. If payments are received later than 30 days from the date of delivery, finance charges may be assessed at a rate of 1% per month plus collection fees if necessary.

If a Performance bond is required it will be issued within 30 days before the commencement of this contract.

Customer is required to give Dime Oil Company notice of changes to tank sizes, removal of tanks, and /or construction near where tanks are to be serviced. If quantities and/or tank sizes should change drastically where it would greatly impact the scope of the contract it may be subject to additional delivery fees. Demurrage charges may also be assessed should a driver be delayed or unable to make a delivery due to snow, ice, parked vehicles or debris near or covering the fill area.

Before the commencement of this contract the Town and Board of Education must specify if they will require their fuel oil tanks topped off to approximately 90% of capacity during the month(s) of May and or June. This information is necessary so that we may secure sufficient quantities of heating oil for May and/or June 24 at the contract price per gallon. If no response is received regarding this matter prior to fuel purchases for this contract it will be assumed that May and June fuel will be purchased according to either a degree day heat curve for #2 heating oil or for diesel and gas it would be your average monthly allotment.

If a location on "will call" status (non automatic), should either require a same day delivery, or requests a delivery scheduled outside of our normal working hours, Dime Oil reserves the right to add a surcharge for the cost of providing an emergency delivery if one is requested. If quantity ordered is not taken, we reserve the right to levy a demurrage charge for re-routing the balance of the order (this applies to same day or scheduled will call deliveries).

If a municipality requests that a fuel sample be taken, the following will apply. The sample must be taken off of the delivery truck only. If the test results fail to meet the required specifications, Dime Oil will pay for the testing fee; if the sample meets the bid specifications, the municipality will pay for the testing fee.

The act of accepting our bid price as the lowest responsible bidder also means that you have read and understand our additional terms and conditions outlined in this addendum and accept them as part of the bid package and any subsequent contract(s) regardless if the customer signs in acknowledgement.

Other conditions may apply.

Sincerely,



Tracy Cyr  
Manager