

City of Rockland

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

FUEL BIDS

#2 FUEL OIL, OFF-ROAD DIESEL, KEROSENE & LIQUID PROPANE

I. GENERAL INFORMATION

A. The City of Rockland (the "City") is seeking proposals to supply #2 FUEL OIL, OFF-ROAD DIESEL & KEROSENE & LIQUID PROPANE at various facilities through the City as described in the attached Specifications and consistent with the terms and conditions of the "Contract Documents," defined below. Each firm responding to this Request for Proposals ("RFP") will be referred to as the "Bidder" and the firm selected to provide services to the City of Rockland, together with its owners, officers, employees, agents, and/or subcontractors, will be referred to as the "Contractor".

B. **Bid Opening; Award.** All bids shall be sealed, delivered no later than, and opened at, **2:00 PM on Tuesday, July 30, 2024.** Pursuant to the Rockland Code of Ordinances, Ch. 2, Art. V, the City reserves the right to award this bid as the City's best interests shall dictate, in light of bid prices/options, the reputation and past performance of the bidder(s), and other factors. The City reserves the right to award this bid on an item-by-item basis, a group of items or all items, whichever the City deems to be in its best interest, price and other factors considered, individually or collectively. The City reserves the right to reject any or all bids, in whole or in part, and is not obligated to accept the lowest bid if that bid is contrary to the best interests of the City, in the sole discretion of the City. A bid may be rejected if it is in any way incomplete or irregular; however, the City reserves the right to waive minor irregularities.

Fixed price bid quotations will be valid through 5:00 PM Wednesday, July 31, 2024. The City will have the option to lock in at the fixed price and issue an award letter or purchase order within the indicated time period, whichever method is deemed to be in the City's best interest at the time.

Pursuant to the Rockland Code of Ordinances Ch. 2, Art. V, § 2-509(8), the City may give preference to local bidders if the difference between bids submitted by a company located in Knox County and/or who pays excise tax on their vehicles in Knox County and those not located in Knox County is five percent (5%) or less. If the two lowest bids are within 5% of each other and have each been submitted by companies located in Knox County, then price, quantity, quality, and reliability of past or expected service shall be the only consideration in awarding the bid, or in deciding to reject any and all bids.

C. **Cost of Preparation.** Bidder assumes all of its costs of preparing its bid, and of any presentations, correspondence, negotiations, documentation, and any other action undertaken by the Bidder with respect to its bid, and the award of the Contract.

D. **Authority to Bid.** Bidder's submission of a signed bid or proposal in response to this solicitation is a representation and certification that Bidder, and its agent submitting the bid, is authorized so to bid and to perform all terms and conditions in the event Bidder is awarded the Contract.

E. The City is requesting pricing for fuel for all locations described in the Specifications as follows:

1. a firm differential over source price or a firm differential under net-at-the-pump prices;
2. a fixed price prepaid option;
3. a fixed-price pay-as-delivered option; and/or

F. **Performance Bond.** Should the City select the Fixed Price Pre-Pay option, the Contractor will be required to provide a 100% performance bond with a declining balance from a bonding company recognized to do business in the State of Maine. The value of the bond may be reduced by the amount delivered. If the Contractor offers Fixed Price Pay-As-Delivered, a performance bond will not be necessary.

G. **Estimated Requirements.** The estimated requirements are based on last season's fuel purchases and are

indicated in the Specifications. For Fixed-Price Pre-Paid purchases, the quantity ordered will be set at the time a price is locked in and an award letter or Purchase Order is issued. For purchases made Fixed Price Pay-As-Delivered or on a mark-up over source price, the Contract shall cover the actual needs of the City throughout the Term of the Contract regardless of whether they are more or less than the estimated quantities shown.

- H. **Debarment.** Submission of a signed bid or proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Submission is also agreement that the City will be notified of any change in this status until such time as an award has been made.

II. BIDDING REQUIREMENTS

- A. **Bid Understanding.** By submitting a bid, Bidder agrees and assures that the sites have been examined and that the specifications are adequate. Any exceptions must be noted in the attached Statement of Compliance/Deviations from Specifications form.
- B. **Communication with the City.** It is the responsibility of the Bidder to inquire about any requirement of this Request for Proposals (RFP) that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The City will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries must be made to: Theresa Butler, Rockland City Hall, 270 Pleasant Street, Rockland, ME 04841; telephone number (207) 593-0638; email: tbutler@rocklandmaine.gov.
- C. **Submission.** Bids received prior to the time of opening will be securely kept unopened. All bids shall be delivered to: Rockland City Hall, 270 Pleasant Street, Rockland, ME 04841 prior to **2:00 PM on Tuesday, July 30, 2024**. Bid documents shall be enclosed in an envelope sealed and clearly labeled "**FUEL BID, NOT TO BE OPENED UNTIL 2:00 PM ON TUESDAY, JULY 30, 2024**" so as to identify the item for which a bid is submitted and guard against opening prior to the time set therefore.
- D. **Spill Prevention Plan.** At the time of submitting bids, Bidder must submit a written copy of their policy of response to a fuel spill, including what equipment, procedures and assistance they will provide in the event of a fuel spill (major or minor) as well as what assistance and procedures they will provide in the event of a leaking fuel tank. All deliveries must comply with Department of Transportation regulations Title 48 of Code of Federal Regulations.

III. GENERAL TERMS AND CONDITIONS

- A. **Contract Documents.** If a separate contract is not written, the contract entered into by the parties shall consist of the following documents, including all modifications thereof, and the signed Bid submitted by the Contractor counter-signed by the City Manager, or his designee, all of which shall be referred to collectively as the Contract Documents:
 - 1. Instructions to Bidders
 - 2. Specifications
 - 3. Official Bid Form and Agreement
- B. **Bid Documents.** The following documents **must** be submitted with the Bid in order for such Bid to be considered complete. Any Bid that does not include each and every of these documents shall constitute cause for rejection of the Bid.
 - 1. Executed Official Bid Form and Agreement

- C. **Assignment.** Neither party of the Contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign any money due or to become due without the previous written consent of the City.
- D. **Contract Modification and Amendment.** The parties may adjust the specific terms of this contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor shall be in writing to the City Manager. Any agreed upon modification or amendment will be in writing and signed by both parties.
- E. **Contract Term.** The Contract Term shall cover the City's needs through **June 30, 2025.**
- F. **Cancellation/Termination.** If the Contractor defaults in its agreement to provide the agreed to Fuel Oil products to the City's satisfaction, or in any other way fails to provide service in accordance with the Contract Terms, the City shall promptly notify the Contractor of such default and if adequate correction is not made within 48 hours, the City may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the City, the City may terminate this Contract by giving 30 days advance written notice to the Contractor. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
- G. **Contract Validity.** In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
- H. **Contract Administration; Notice to City.** The City Manager, or his designee, shall serve as the City's Contract Administrator. Any notices required to be provided to the City shall be provided to: Theresa Butler, Rockland City Hall, 270 Pleasant Street, Rockland, Maine 04841 ((207) 593-0638). Invoices and payment issues shall be directed to: Finance Director, Rockland City Hall, 270 Pleasant Street, Rockland, Maine 04841 ((207) 593-0638).
- I. **Independent Contractor.** Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an Independent Contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein.
- J. **Contractor's Liability Insurance.** During the term of this agreement, the Contractor shall maintain the following insurance:

Type of Insurance	Each Occurrence	Aggregate
General Liability - Bodily & Property Damage Combined	\$1,000,000	\$2,000,000
Automobile Liability - Combined Bodily Injury & Property Damage	\$1,000,000	
Excess Liability	\$1,000,000	\$2,000,000
Worker's Compensation & Employer's Liability	\$500,000 (Each Accident) \$500,000 (Disease Policy Limit) \$500,000 (Disease Each Employee)	

Contractor shall cause the City to be named as an Additional Insured on each policy of insurance required herein, and the Certificates or other evidence of such policies shall contain a statement of the insurer's obligation to notify the City at least fifteen (15) days prior to the cancellation of such policy. In the event the City is required to defend itself against any claim for which insurance coverage is required by this Contract, Contractor shall pay the City's costs of defense. In any claim which may arise as a result of intentional or negligent acts or omissions of the Contractor, the comprehensive general liability insurance policy provided by Contractor shall be deemed the primary protection against such claims, and the City shall not be called upon to contribute to a loss otherwise payable by the Contractor's insurer(s) due to Contractor's acts, errors, or omissions.

- K. **Indemnification.** The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the City from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the City or for which the City may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor under this agreement.
- L. **Governing Law; Jurisdiction & Venue.** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any claim, action, or proceeding arising out of this Contract shall be instituted in, and that venue properly lies in, the Maine District Court in Rockland, or Knox County Superior Court, as such court's jurisdiction may dictate or allow.
- M. **Payments.** Contractor's invoices shall state the delivery location, date, quantity, and type of fuel delivered. Payment made will be made upon submittal of an invoice on a net 30-day basis unless discount terms are offered.
- N. **Sales Tax.** This project is exempt from State Sales and Use or Excise Taxes to the extent allowed by law.

IV. PERFORMANCE TERMS AND CONDITIONS

- A. **Condition and Care of Site and Protection of the Work.** The Contractor shall continuously maintain adequate protection of all work covered by the Contract from damage and shall protect the property from injury or loss arising in connection with this Contract, and shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- B. **Employees.** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services lawfully, efficiently, and in a manner satisfactory to the City. If the City Manager, or his designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the City Manager.
- C. **Price Information.**
 - 1. If a Fixed Price option is not used, the Net Selling Price to the City will be the Source Price plus the firm differential. The differential will remain constant during the Contract Term. It will be added to the posted price to determine the net price.
 - 2. If the City purchases fuel using a Fixed Price option, the net selling price per gallon will be fixed at the time an Award Letter is issued. With respect to the Pre-Paid Fixed Price option, the City will pre-pay for the fuel at the commencement of the Contract Term for each location and after receipt of a performance bond from the Contractor. In the event the City requires fuel over and above the estimated amounts, Contractor shall charge the Source Price plus a firm differential as specified on its submitted Official Bid Form. Should there be a surplus of fuel at the end of the contract term Contractor shall reimburse the funds to the City. If the Contractor offers a Fixed Price with payment as delivered, a performance bond will not be necessary.

D. **New Installations.** Fuel deliveries to any new tanks which may be installed during the term of this Contract will become part of this Contract. It shall be the responsibility of the City to notify the Contractor of any new installations during the Contract Term.

E. **Deliveries.** All deliveries must comply with Department of Transportation regulations Title 48 of the Code of Federal Regulations. Deliveries shall be made by the Contractor in metered tank trucks to the storage tanks as listed in the Specifications, and to locations as may be designated by the City, in quantities as required during the Contract Term. The Contractor shall provide and maintain the locations with a sufficient supply of product at all times and shall deliver products ordered within twenty-four (24) hours of when the Contractor receives the order. Failure to do so shall entitle the City to obtain the same product from another vendor. All costs incurred by the City related to their efforts to obtain the product or its substitute from another vendor that exceeds the Contract Price shall be paid by the Contractor. Each delivery shall be accompanied by a pre-numbered and dated metered ticket showing the number of gallons delivered.

1. The Contractor shall be responsible for restarting furnaces and correcting any problems arising from a tank running out of fuel or for contaminated oil. It will be the Contractor's responsibility to determine usage patterns that will affect automatic deliveries.
2. The building name or number for each delivery address must appear on each delivery ticket.
3. All deliveries will be automatic unless otherwise requested.
4. Access is limited at the Solid Waste Facility and the Water Pollution Control Facility. Deliveries should be scheduled as follows:
 - Solid Waste Facility- Tuesday through Saturday between 8:00 AM and 4:00 PM
 - Water Pollution Control Facility – Monday through Friday between 7:00 AM and 3:30 PM

Deliveries shall not be made outside these hours at these facilities unless otherwise approved by the facility director. If deliveries are made before or after these hours without the City's approval and if it is necessary to call back a staff member to assist in locating the appropriate tank/tanks or to open the tank/tanks, the expense for the employee call-back time will be deducted from the invoice. The minimum call-back time is 3 hours. Deliveries at all other City facilities may be made at the discretion of the Contractor.

5. The driver of the delivery vehicle must be certain, after filling the tank, that he/she has adequately installed the fuel oil fill pipe cover to prevent water from leaking into the tank.
6. Same day delivery fees shall be waived for General Assistance emergencies.

F. **Spills.** All deliveries must comply with Department of Transportation regulations Title 48 of the Code of Federal Regulations. Contractor shall be responsible for complete and immediate clean-up of any spills, internal or external, caused by their negligence, equipment, or employees in accordance with all applicable regulations and statutes. The Contractor must notify the City's designated employee in writing within twenty-four (24) hours of any incident whether such spill has resulted in any type of contamination, such as soil or groundwater. "Clean up" means that there will be no remaining trace of contamination.

G. **Verification of Pre-Paid Deliveries.** The Contractor shall meet with the Finance Director to establish a mutually acceptable method for reconciling deliveries of Pre-Paid fuel purchases prior to the commencement of the Contract. This shall include, but not necessarily be limited to, a monthly statement for each location showing a cumulative quantity of fuel delivered through the contract period.

V. SUBMISSION REQUIREMENTS AND SPECIFICATIONS

A. The bid shall be in the form of a firm price for each line item during the Contract Term. The bid price shall include all charges such as storage, transportation/delivery, insurance, bonding, environmental fees, and all other costs. Charges not specified in the bid will not be honored.

City of Rockland
SPECIFICATIONS

FUEL BIDS

#2 FUEL OIL, OFF-ROAD DIESEL, KEROSENE & LIQUID PROPANE

I. #2 FUEL OIL - To be delivered to the following locations:

BUILDING LOCATION	# OF TANKS & CAPACITY	ESTIMATED ANNUAL AMOUNT
Public Safety Building 118 Park Street	(2) 275 Gallon	6,400 Gallons
Public Works 9 Burrows Street	(2) 275 Gallon	2,600 Gallons
Public Works- Waste Oil	(1) 250 Gallon	300 Gallons
Recreation Center 61 Limerick Street	(1) 3,000 Gallon	6,900 Gallons
Public Library 80 Union Street	(2) 275 Gallon	6,000 Gallons
Police Department 1 Park Drive	(3) 275 Gallon	7,700 Gallons
Wastewater Treatment Facility 40 Tillson Avenue	(2) 330 Gallon	15,000 Gallons
General Assistance various locations throughout the City	various	500 Gallons

TOTAL ESTIMATED ANNUAL USAGE – 68,800 gallons

II. OFF-ROAD DIESEL FUEL

BUILDING LOCATION	# OF TANKS & CAPACITY	ESTIMATED ANNUAL AMOUNT
Transfer Station 400 Limerock Street	(1) 300 gallon	4,500 Gallons
Wastewater Treatment Facility 40 Tillson Avenue	Various	250 Gallons for standby generators

TOTAL ESTIMATED ANNUAL USAGE: 4,750 GALLONS

III. KEROSENE

BUILDING LOCATION	# OF TANKS & CAPACITY	ESTIMATED ANNUAL AMOUNT
Public Works 9 Burrows Street	(1) 100 Gallon	100 Gallons
Public Works 400 Limerock St. (Transfer station)	(1) 275 Gallon	500 Gallons

TOTAL ESTIMATED ANNUAL USAGE: 100 GALLONS

IV. LIQUID PROPANE

BUILDING LOCATION	# OF TANKS & CAPACITY	ESTIMATED ANNUAL AMOUNT
City Hall 270 Pleasant St.	(1) 1,000 Gallon (2) (3) 120 Gallon	4,500 Gallons
Transfer Station 400 Limerock St.	(1) 60 Gallon	6,500 Gallons
Public Works 9 Burrows St.	(1) 500 Gallon	60 Gallons
Waste Water Treatment Facility 400 Tillson Ave	(1) Tank#1 (2) Tank#2 (3) Tank#3	1,100 Gallons 1,000 Gallons 600 Gallons
Public Library 80 Union St.	(1) 120 Gallon	400 Gallons
Harbor Master Building One Harbor Park	(2) 125 Gallon	1,200 Gallons
Public Restrooms		700 Gallons
Public Safety Building 118 Park Street		90 Gallons

TOTAL ESTIMATED ANNUAL USAGE: 16,150 GALLONS

V. TOTALS

	#2 FUEL OIL	PROPANE	OFF-ROAD DIESEL	KEROSENE
TOTALS:	68,800 gal.	16,150 gal.	4.750 gal.	600 gal.



CITY OF ROCKLAND

OFFICIAL BID FORM FUEL BIDS

#2 FUEL OIL, OFF-ROAD DIESEL, KEROSENE & LIQUID PROPANE

Date: _____

BIDDER'S NAME: _____

Mrs. Theresa Butler
City Finance Director
City of Rockland
270 Pleasant Street
Rockland, ME 04841

Dear Mrs. Butler:

In accordance with your Instructions to Bidders and General Conditions, and Specifications, all of which we recognize as composing the Contract Documents to supply **#2 FUEL OIL, OFF-ROAD DIESEL, KEROSENE & LIQUID PROPANE** to various locations through the City, we submit the following bid.

A. GOODS AND SERVICES:

1. FIXED PRICE FOR #2 FUEL OIL

	Unit Price
Provide a firm Pre-Paid Fixed Price:	\$ _____
Provide a firm Fixed Price for Payment as Delivered:	\$ _____

2. OFF-ROAD DIESEL FUEL:

- A. Source price: \$ _____ per gallon
 Plus a *firm* differential \$ _____
 Total: \$ _____ per gallon
- B. Net at the pump price: \$ _____ per gallon
 Less a *firm* differential \$ _____
 Total: \$ _____ per gallon

Do you provide a price cap? Yes No
 If so, please indicate cap: \$ _____

3. KEROSENE:

A. Source price: \$ _____ per gallon
 Plus a *firm* differential \$ _____
 Total: \$ _____ per gallon

Do you provide a price cap? Yes No
 If so, please indicate cap: \$ _____

B. Fixed Price Option:

	Unit Price
Provide a firm Pre-Paid Fixed Price :	\$ _____
Provide a firm Fixed Price for Payment as Delivered/Pumped :	\$ _____

4. LIQUID PROPANE

A. Fixed Price Option:

	Unit Price One Year	Unit Price Three Year
Provide a firm Pre-Paid Fixed Price :	\$ _____	_____
Provide a firm Fixed Price for Payment as Delivered/Pumped :	\$ _____	_____

All sections above must be completed.

The City of Rockland reserves the right to reject any or all bids in whole or in part as it is deemed in the best interest of the City, renegotiate any contract and waive any informality which does not compromise the actual bid.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT *in duplicate* each of which shall be deemed an original on the due date written above.

B. OFFER. The undersigned agrees to provide the Good/Services required at the prices specified above in strict accordance with the terms of this solicitation.

Date: _____ BIDDER: _____
NAME OF COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

Its: _____
TITLE

ATTEST:

 Stuart H. Sylvester, City Clerk

{SEAL}

C. Award. Your Offer is hereby accepted for:

Category	Fixed Price One Year	Three Year (Liquid Propane Only)
FIXED PRICE FOR #2 FUEL OIL		
OFF-RAOD DIESEL FUEL-Differential		
KEROSENE-Differential		
LIQUID PROPANE-Differential		

This award consummates the contract, and the documents referenced herein.

Date: _____, 2024

CITY OF ROCKLAND, MAINE:

By:

Its:

ATTEST:

Approved as to form:

Stuart H. Sylvester, City Clerk

{SEAL}