

City of Rockland

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

FUEL BIDS

GASOLINE AND ON-ROAD DIESEL

I. GENERAL INFORMATION

A. The City of Rockland (the “City”) is seeking proposals to supply **GASOLINE AND ON-ROAD DIESEL** for various departments 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 16, 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 17, 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’ 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 departments described in the Specifications as follows:

1. a firm differential over source price or a firm differential under net-at-the-pump prices;

F. Estimated Requirements. The estimated requirements are based on last season’s fuel purchases and are indicated in the Specifications. For purchases made at the pump 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.

G. 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 16, 2024**. Bids can be sent via email to tbutler@rocklandmaine.gov.

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 one 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 until a new contract has begun.
- F. **Cancellation/Termination.** If the Contractor defaults in its agreement to provide the agreed to Gasoline and Diesel 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: Finance

Director, Rockland City Hall, 270 Pleasant Street, Rockland, Maine 04841 ((207) 594-0300). Invoices and payment issues shall be directed to: Finance Director, Rockland City Hall, 270 Pleasant Street, Rockland, Maine 04841 ((207) 594-0307).

- I. 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.
- J. Payments.** Receipts shall be given at the pump and monthly statements must be provided for payment.
- K. Sales Tax.** This project is exempt from State Sales and Use or Excise Taxes to the extent allowed by law. The city will be charged the state taxes on both gasoline & on-road diesel purchases at the pump and the city will need to file with the state for reimbursement. No federal taxes will be charged.

IV. PERFORMANCE TERMS AND CONDITIONS

A. 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. 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.

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.

Date: June 12, 2024

CITY OF ROCKLAND, MAINE:

Theresa Butler
Finance Director

City of Rockland
SPECIFICATIONS

FUEL BIDS
GASOLINE & ON-ROAD DIESEL

I. UNLEADED GASOLINE

Unleaded gasoline will be obtained at a company pump facility. A key or card system that accounts for purchases by departments is required. Please explain in your bid response how you will record and bill the fuel purchases and how the City will be given access to fuel during weekends, evenings, holidays, etc. Also, indicate whether you have a back-up generator in event of power failure, or describe an alternate method of obtaining fuel in the event of a power failure.

Approximately 18,500 Gallons of Unleaded Gasoline are used annually by keycard access method.

II. ON-ROAD DIESEL FUEL

The bulk of On-Road Diesel Fuel will be obtained at a company pump facility. For ease of recordkeeping, a key or card system that accounts for purchases by departments is required. Please explain in your bid response how you will record and bill the fuel purchases and how the City will be given access to fuel during weekends, evenings, holidays, etc. Also, please indicate whether you have a back-up generator in event of power failure, or describe an alternate method of obtaining fuel in the event of a power failure.

Approximately 25,000 Gallons are used annually by keycard access method.



CITY OF ROCKLAND

OFFICIAL BID FORM

FUEL BIDS GASOLINE & ON-ROAD DIESEL

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 **GASOLINE & ON-ROAD DIESEL** to various departments through the City, we submit the following bid.

A. GOODS AND SERVICES:

1. UNLEADED GASOLINE (RFG):

A. 87 Octane _____ per gallon

Plus a firm differential: _____

Total: _____ per gallon

B. 87 Octane 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: \$ _____

2. ON-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: \$ _____

Method of recording and billing fuel purchases:

Please indicate whether you provide 24-hour access to fuel, and state your alternate method in case of power failure or emergency:

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}