

City of Biddeford, Maine
PUBLIC WORKS DEPARTMENT
371 Hill Street, Biddeford, Maine 04005

"Annual Fuel Bid"

INVITATION TO BID

Date: January 19, 2023

City of Biddeford Maine "Supply of Fuel Bid"

The City of Biddeford, Maine is soliciting bids for its primary supply and emergency supply of fuel. City is requesting bids to be placed on four gallon amounts.

Sealed bid proposals, plainly marked with the "Bid Annual Fuel Bid," on the outside of the mailing envelope and the sealed bid envelope, delivered to the front desk at the Public Works Department @ 371 Hill Street Biddeford, Maine 04005, bids will be accepted until 2:00 p.m., Thursday February 9, 2023, at which time they will be publicly opened and read aloud for the following:

Any questions please call Jeff Demers or Jerry Court at the Public Works Facility at 282- 1579.

Annual Contracts: Road Blended Diesel
 Unleaded Gasoline

Sincerely,

Jeff Demers

Public Works Director City of Biddeford

City of Biddeford, Maine
PUBLIC WORKS DEPARTMENT
371 Hill Street, Biddeford, Maine 04005

“ANNUAL FUEL BID”

Intention:

The City is seeking proposals to establish pricing for our primary supply of Diesel Fuel and unleaded gasoline for Fiscal Year 2023 (March 1, 2023 through March 1, 2024) **Or until Quantities listed are used.**

Separate pricing for the following volumes:

Pricing at 30,000 gallons - 60,000 gallons - 90,000 gallons and 120,000 gallons of Diesel fuel

Pricing at 15,000 gallons – 30,000 gallons – 45,000 gallons and 60,000 gallons of Unleaded fuel

Special Instructions:

The annual consumption for each type of fuel is an estimate only and the City reserves the right to purchase only the quantities necessary, whether more or less than the estimated amount needed. See attached listings for tank sites and capacities. Tank sites and/or capacities may be changed during the course of the contract year.

The brand and quality of the products being offered shall conform to industry standards. Bidders, also referred to as Vendors, shall specify the name and location of their wholesale supplier. Deliveries shall be made to the individual tank locations and it shall be the responsibility of the successful bidder to verify each fill location and to maintain sufficient quantities at each location to assure proper operation. Failure to do so may result in the assessment of damages.

Each type of fuel, will be awarded separately. Bidders may submit a bid for each individual item. This bid does not require any bidder to submit an "all-or-nothing" bid. The City anticipates awards to multiple suppliers.

Bid pricing shall be based on cost per gallon markup over whole sale price or guaranteed price. The markup or guaranteed price shall be firm for the contract period, which will be from March 1, 2023 until March 1, 2024. (Or until Quantities bided are used up). All bid prices shall include any and all taxes, surcharges, and fees. All bid prices shall be FOB delivery location. The City will make the final determination as to which method of purchasing fuel is in the best interest of the City.

General Instructions:

1. Preparation of Bid Proposal

The bidder shall submit the proposal upon the form furnished by the City (included). All figures shall be in ink or typed. Corrections shall be in ink or typed, and initialed. The bidder's proposal must be signed by an employee, officer or agent of the corporation legally qualified to do so with title clearly noted.

Vendors submitting a bid should check the web site daily for addenda and updates after the release date.

2. Disqualification

Bid proposals may be disqualified and rejected for any of the following reasons:

- a) If the proposal is on a form other than that furnished by the City or if the form is altered;
- b) If the proposal contains unauthorized additions, conditions or altered bids;
- c) Evidence of collusion among bidders;
- d) Failure to submit all required information as requested in the specifications;
- e) Disqualification is in the best interest of the City.

3. Delivery of Bid Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

4. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw the proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

Award:

Within 30 calendar days after the opening of bids, awards will be made separately for each fuel to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. Bidders will be notified by e-mail that the bid has been accepted.

The award shall not be considered official until such time that a Purchase Order, fully executed contract or an award letter has been issued by the City Manager. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

Reservation of Rights:

The City reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, if in the judgment of the City, the best interest of the City of Biddeford will be promoted thereby. The City also reserves the right to request corporate and background information on the bidder and to request references.

Terms of Award:

Those successful bidders ("Suppliers") to whom an award is made shall within ten (10) days of receipt of the Notice of Award furnish the following:

- 1) List of vehicles to be used to service the accounts, including year, make and capacity, is it gravity fed or pump trucks with capacity;
- 2) Certificate of Insurance showing general liability, automotive and worker's compensation in the amounts required by this Bid;
- 3) Posted wholesale price, when requested.

During March 1, 2023 through March 1, 2024 or until (Bid Quantities are used) the supplier shall:

- 1) Be subject to the insurance requirement in Attachment A;
- 2) Comply with all state and federal requirements for the transportation, storage and handling of the fuels to be provided under this bid;
- 3) Indemnify and hold harmless the Owner from and against all suits, claims, judgments, awards, losses, costs or expenses (including without limitation attorneys' fees) arising in any way out of the Contractor's breach of, or failure to perform any obligation of Contractor under this Award/Agreement. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action;
- 4) Allow for the consumption of Emergency needed fuel at outside Vendors where applicable.
- 5) Meet the fuel and delivering specifications described in this bid document.

6) Send separate invoices for each delivery to the City of Biddeford, Public Works Department 371 Hill Street, Biddeford Maine 04005. Each invoice should reference the fill location. The City of Biddeford's payments terms are net 30 days.

FUEL REQUIREMENTS

ADDITIVE WINTER PREMIUM DIESEL CLOUD POINT REQUIREMENTS:

- October 1st through to March 15th – B5 WINTER BLEND fuel delivered with a required cloud point that meets or exceeds -5° F cloud point. Winter Blend ULS
- March 15th to September 30th – B-5 fuel delivered with a required cloud point meets or exceeds +20° F cloud point. B-5 ULS

DIESEL REQUIREMENTS:

The Public Works Department Requests Diesel year-round consumption.

Tank Sites and Capacities

Tank Location: Biddeford Public Works 371 Hill Street, Biddeford Maine 04005
Tank Size: (1) 15,000 Gallon Tank in-ground tank
Estimated Annual Quantity: 120,000 gallons
Invoices Mailed to: Public Works Department 371 Hill Street Biddeford, Maine
04005

UNLEADED GASOLINE

Tank Sites and Capacities

Tank Location: Biddeford Public Works 371 Hill Street, Biddeford Maine 04005
Tank Size: (1) 12,000 Gallon Tank in-ground tank
Estimated Annual Quantity: 60,000 gallons
Invoices Mailed to: Public Works Department 371 Hill Street Biddeford, Maine
04005

BID PROPOSAL FORM

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Annual Fuel Bid 2023-2024

To the City of Biddeford, Maine, herein called the Owner.

The undersigned, as Bidder, declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The bidder has carefully read and examined the bid documents and agrees to be bound by the terms and conditions, including the obligation to indemnify, set forth therein;
5. The bidder understands that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the bid documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item prices as set forth below.

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

The undersigned further agrees to provide and deliver Unleaded Gasoline, Diesel Fuel and #2 heating Fuel to the City of Biddeford, FOB the delivery locations, as per the bid

documents, as follows:

The markup or guaranteed price shall be firm for the contract period, which will be from

March 1, 2023 until march 1, 2024 or until Quantities listed are used.

Each type of fuel will be awarded separately

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

The undersigned further agrees to provide and deliver Diesel Fuel, Unleaded Gasoline and #2 Heating Fuel to the City of Biddeford, FOB the delivery locations, as per the bid documents, as follows: The markup or guaranteed price shall be firm

for the contract period, which will be from March 1, 2023 until March 1, 2024. (Or until all Quantities are used). Each type of fuel will be awarded separately. BID PROPOSAL FORM Page 2 of 3

1) Diesel Fuel

OPTION A: Guaranteed Price \$ _____ 30,000 gallons

OPTION B: guaranteed price \$ _____ 60,000 gallons

OPTION C: guaranteed price \$ _____ 90,000 gallons

OPTION D: guaranteed price \$ _____ 120,000 gallons

The bid prices listed for Option A through Option D shall include any and all taxes, fees, and/or surcharges.

Specify protection offered if wholesale price, plus markup drops below guaranteed price: _____

Wholesale Supplier _____

2) Unleaded Gasoline

OPTION A: Guaranteed Price \$ _____ 15,000 gallons

OPTION B: Guaranteed Price \$ _____ 30,000 gallons

OPTION C: Guaranteed Price \$ _____ 45,000 gallons

OPTION D: Guaranteed Price \$ _____ 60,000 gallons

The bid prices listed for Option A through option D shall include any and all taxes, fees, and/or surcharges.

Specify protection offered if wholesale price, plus markup drops below guaranteed price:

INSURANCE REQUIREMENTS
Attachment A

The bidder shall purchase and maintain, throughout Fiscal Year 2024 insurance of the limits and types specified below from an insurance company approved by the City.

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him. **Insurance must cover the accidental discharge of fuel during the course of performance of this contract.**

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$2,000,000
Per occurrence and general aggregate

- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$2,000,000
Per occurrence and general aggregate

(Excess or umbrella coverage may satisfy requirements)

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of Maine.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

EVIDENCE OF INSURANCE

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of this contract. Written notice shall be given to the City of Biddeford, Me at least thirty (30) days prior to

cancellation or non-renewal of such insurance coverage. Insurance coverage is subject to approval by the City manager.