

Town of Somers
Request for Proposals
Fuel for Fiscal Year 2021-
2022 Proposal Specifications

General Information

The Board of Selectmen and the Board of Education of the Town of Somers is accepting bids for the purchase of diesel fuel and #2 heating oil for the period of July 01, 2021 to June 30, 2022.

Specifications

This agreement dated _____ by and between _____ (Seller) and the Town of Somers and the Board of Education (buyer) is subject to the Terms and Conditions listed herein, and Seller agrees to sell to Buyer, and Buyer agrees to purchase and receive from Seller, the following quantities of the following Product(s), under the Payment Terms, during the Delivery Period of Jul 01, 2021 to June 30, at the price(s), and at the Delivery Location(s), with their respective individual allocations specified below.

Location	Address: Somers, CT 06071	Product	Price (gallon)	Allocation (Gallons)
Somers Elementary School	4 Vision Boulevard	Heating Oil		33,000
Somers High School	5 Vision Boulevard	Heating Oil		36,500
Town Hall	600 Main Street	Heating Oil		4,000
Historical Society	11 Battle Street	Heating Oil		700
Transfer Station	127 Egypt Road	Heating Oil		600
Library	50 Vision Boulevard	Heating Oil		2,400
Fire Department	400 Main Street	Heating Oil		8,000
Dept of Public Works	93 Egypt Road	Heating Oil		5,000
Piedmont Hall	604 Main Street	Heating Oil		300
Kibbe Fuller	619 Main Street	Heating Oil		3,000
Field Road Fuel Island	18 Field Road	Summer Blend		14,000
Field Road Fuel Island	18 Field Road	Winter Blend		14,000
High School Generator	5 Vision Boulevard	Summer Blend		400
Dept of Public Works	93 Egypt Road	Summer Blend		5,000

Dept of Public Works	93 Egypt Road	Winter Blend		5,000
B.O.E. Maintenance Garage	3 Vision Boulevard	ULSD		800
Park Maintenance Building	96 Field Road	ULSD		400
Total #2 Heating Oil Purchased				93,500
Total Ultra Low Sulfur Diesel Purchased				39,600

Payment Terms:

1. Taxes: All prices are exclusive of taxes. Currently, the following taxes are applicable to purchases by municipalities.
 - a. The **NORA** (National Oilheat Research Alliance) Assessment of **\$0.0020** cents per gallon applies to purchases of fuel oil used for heating.
 - b. The Oil Spill Recovery Fee of **\$0.0021** for heating oil and diesel fuel.
 - c. The **LUST** tax (Leaking Underground Storage Tank) at **\$0.0010** cents per gallon applies to #2 Heating Oil and Diesel Fuel.

Any tax, or governmental charge or increase thereof now due to hereafter imposed and assessed to _____(seller) 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 _____(Seller) option, be added to the purchase price. The Town of Somers and the BOE shall provide federal and state tax identification numbers and shall complete exemption certificates before the commencement of a contract.

2. _____(Seller) reserve the right to refuse delivery to any tank and/or location, which, in its sole discretion is deemed unsafe by an employee of _____(seller). Deliveries will only resume once the problem is resolved and the tank is again deemed safe for delivery.
3. Payment: Payment terms are net 30 days. 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. In the event payment is not received from the Town and Board of Education in accordance with the Terms provided herein, payment in full of any obligations of Buyer to Seller shall be given by Buyer before further deliveries are made. The Town of Somers hereunder shall give Seller upon requesting advance payment or security satisfactory to Seller if payments are not made within the specified terms listed above and Seller may withhold deliveries until such payment or security is received.
4. 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, _____(Seller) reserves the right to add a surcharge for the cost of providing an emergency delivery if one is requested.

5. Delivery: 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 of July 01, 2021 through June 30, 2022. Buyer will be granted a **+0% variance** in allocation overage for the delivery period specified and a **-2%** for gallons not consumed.
6. Buyer agrees to pay Seller the price established above for the indicated delivery location for all products up to the contract or allocation amount. 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:
 - a. All overage will be billed at a differential price of _____ **per gallon** plus the New Haven average quotation for Reseller Rack Prices as published daily in Oil Price Information Service "OPIS" for the date of delivery.
 - b. Extend the fixed price contract at the same terms and conditions.
 - c. Renegotiate a fixed price based on the current market conditions.

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:

- a. Extend the fixed price contract at the same terms and conditions until the actual gallons used are at least 98% of the respective quantities allocated above.
 - b. Terminate the contract.
 - c. Buyer 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.
 - d. If the buyer fails to consume the un-lifted volume, the Town of Somers will pay _____(Seller) reasonable liquidated damages for such deficient lifting's. 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. _____(Seller) shall not be entitled to any amounts from Buyer if the lowest OPIS posting is greater than the fixed price contract rate per gallon.
7. 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 then 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 Seller whether or not similar to those enumerated.
 8. The Town of Somers is required to give _____(Seller) notice of changes to tank sizes, and/or construction near where tanks are to be serviced. If quantities used at listed locations 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.

9. Fixed price contracts reflect market conditions at time of order. These prices are based on the New York Mercantile Exchange or NYMEX. Prices on the NYMEX are extremely volatile. Price will remain firm for allocated contract gallons once both the seller and the buyer have signed a copy of a contract.

10. No delay or omission on the part of the Seller in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Seller, nor shall any delay, omission or waiver on any one occasion(s) be deemed a bar to or waiver of the same or any other right on any future occasion(s) of any portion of this agreement. Other conditions may apply.

11. Buyer acknowledges that they have had a reasonable opportunity to read and have read and understood the terms and conditions of the contract.

Buyer: Town of Somers

Seller:

Signature: _____

Signature: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Buyer: Somers Board of Education

Signature: _____

Title: _____

Name: _____

Date: _____