



DEPARTMENT OF FINANCE  
OFFICE OF PURCHASING

November 21, 2014

REQUEST FOR HEATING OIL & DIESEL FUELS		
BID NUMBER	3496	Document length - 18 pages
DUE DATE	10:00 AM	DECEMBER 4, 2014

Dear Sir/Madam: The attached request for bids is a joint effort of three (3) Southwestern Fairfield County communities (Norwalk, Weston and Wilton) requiring approximately two million six-hundred and sixty-nine thousand three hundred and eighty-five (2,669,385) gallons of heating oil and diesel fuels over the next three years.

Term of Agreement: Up to THREE years covering July 1, 2015 through June 30, 2018 with terms reviewed on a yearly basis.

- Differential Pricing Option: Each vendor shall submit a bid indicating a differential from the New Haven Tank Car Average as published in the Oil Pricing Information Service (OPIS)
- Alternate Firm Pricing Option: Each vendor shall submit a firm price bid in which case the same per gallon price will apply during the term of the contract.

BID DOCUMENTS are available upon receipt of this invitation over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided on the internet bid page.

All questions regarding this solicitation must be directed in writing to, **Gerald J. Foley, Purchasing Agent**, via e-mail to [Gfoley@norwalkct.org](mailto:Gfoley@norwalkct.org) or fax number to (203) 854-7817. The deadline for submission of questions is 10:00am Tuesday, November 25, 2014.

Businesses, without fax or Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

We would appreciate the courtesy of promptly advising us if you do not intend to respond. To properly maintain our records those firms who do not respond may be removed from our vendor records. If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Sincerely,

Gerald J. Foley  
Purchasing Agent  
Phone # (203) 854-7712,  
Fax # (203) 854-7817,  
E-Mail [gfoley@norwalkct.org](mailto:gfoley@norwalkct.org)

## SECTION 1 - RESPONSE FORMS

### SPECIAL NOTES ON RESPONDING

**ADDENDA** information is available over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. **We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.**

**SUMMARIES** will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org>. The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

**AWARD NOTIFICATION** will be issued by mail.

**BUSINESSES WITHOUT FAX EQUIPMENT** or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

**BID RESPONSES** are to be delivered to:

City of Norwalk  
Purchasing Department, Room 103  
125 East Avenue  
P.O.Box 5125  
Norwalk, Ct. 06856-5125

See section 3 for information on delivering bids by fax.

**NOTE: Quantity Index for all pricing sheets**

Item #, +A = Deliveries of less than 1,000 gallons to a single tank

Item #, +B = Deliveries of 1,000 to 4,999 gallons to a single tank

Item #, +C = Deliveries of 5,000 gallons or more to a single tank

## 1.0 RESPONSE FORM, HEATING OIL & DIESEL FUEL

<b>Vendor Name -</b>		
<b>Address -</b>		
<b>Phone -</b>	<b>Fax -</b>	<b>Email -</b>
<b>Manager -</b>		<b>Fed ID#</b>

The undersigned hereby declares that he/she or they are thoroughly familiar with the specifications, the various sites, the various Municipalities' requirements, and the objectives for each element of the project item or service and understand that in signing this bid all right to plead any misunderstanding regarding the same is waived. The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the various Municipalities. Product samples (1 pint) may be requested after submittal of your bid. They are to be labeled with your company name, the product in the container, and Bid number. Failure to submit product for testing will remove the bidder from consideration.

## 1.1 PRICING FOR ALL COMMUNITIES

DESCRIPTION	PRODUCT #	Differential	Alternate Fixed Mark-up, 1 <sup>st</sup> year. (07/01/15 - 6/30/16)	Total Fixed Cost, (Equals Alternate Fixed mark-up + NYMEX strip Average contained herein).
<b>#2 Oil</b>	2. A	\$	\$	\$
	2. B.	\$	\$	\$
	2. C.	\$	\$	\$
<b>Diesel</b>	3. A	\$	\$	\$
	3. B	\$	\$	\$
	3. C	\$	\$	\$
Diesel, Winter blend	3W, A	\$	\$	\$
	3W, B	\$	\$	\$
	3W, C	\$	\$	\$

## PRICING FOR MULTIPLE AWARDS

*NOTE: Quantity Index for all pricing sheets*

*Item #,+A = Deliveries of less than 1,000 gallons to a single tank*

*Item #,+B = Deliveries of 1,000 to 4,999 gallons to a single tank*

*Item #,+C = Deliveries of 5,000 gallons or more to a single tank*

Vendor Name -

**1.2 NORWALK**

DESCRIPTION	PRODUCT #	Differential	Alternate Fixed Mark-up, 1 <sup>st</sup> year. (07/01/15 - 06/30/16)	Total Fixed Cost, (Equals Alternate Fixed mark-up + NYMEX strip Average contained herein).
<b>#2 Oil</b>	2, A	\$	\$	\$
	2, B.	\$	\$	\$
	2, C.	\$	\$	\$
<b>Diesel</b>	3, A	\$	\$	\$
	3, B	\$	\$	\$
	3, C	\$	\$	\$
Diesel, Winter blend	3W, A	\$	\$	\$
	3W, B	\$	\$	\$
	3W, C	\$	\$	\$

DESCRIPTION	PRODUCT #	Alternate Fixed Mark-up, 2nd year. (07/01/16 - 06/30/17)	Alternate Fixed Mark-up, 3rd year. (07/01/17 - 06/30/18)
<b>#2 Oil</b>	2, A	\$	\$
	2, B.	\$	\$
	2, C.	\$	\$
<b>Diesel</b>	3, A	\$	\$
	3, B	\$	\$
	3, C	\$	\$
Diesel, Winter blend	3W, A	\$	\$
	3W, B	\$	\$
	3W, C	\$	\$

*NOTE: Quantity Index for all pricing sheets*

*Item #,+A = Deliveries of less than 1,000 gallons to a single tank*

*Item #,+B = Deliveries of 1,000 to 4,999 gallons to a single tank*

*Item #,+C = Deliveries of 5,000 gallons or more to a single tank*

**Vendor Name -**

**1.3 WESTON**

DESCRIPTION	PRODUCT #	Differential	Alternate Fixed Mark-up, 1 <sup>st</sup> year. (07/01/15 - 06/30/16)	Total Fixed Cost, (Equals Alternate Fixed mark-up + NYMEX strip Average contained herein).
<b>#2 Oil</b>	2, A	\$	\$	\$
	2, B.	\$	\$	\$
	2, C.	\$	\$	\$

DESCRIPTION	PRODUCT #	Alternate Fixed Mark-up, 2nd year. (07/01/16 - 06/30/17)	Alternate Fixed Mark-up, 3rd year. (07/01/17 - 06/30/18)
<b>#2 Oil</b>	2, A	\$	\$
	2, B.	\$	\$
	2, C.	\$	\$

*NOTE: Quantity Index for all pricing sheets*

*Item #,+A = Deliveries of less than 1,000 gallons to a single tank*

*Item #,+B = Deliveries of 1,000 to 4,999 gallons to a single tank*

*Item #,+C = Deliveries of 5,000 gallons or more to a single tank*

Vendor Name -

**1.4 WILTON**

DESCRIPTION	PRODUCT #	Differential	Alternate Fixed Mark-up, 1 <sup>st</sup> year. (07/01/15 - 06/30/16)	Total Fixed Cost, (Equals Alternate Fixed mark-up + NYMEX strip Average contained herein).
<b>#2 Oil</b>	2, A	\$	\$	\$
	2, B.	\$	\$	\$
	2, C.	\$	\$	\$
<b>Diesel</b>	3, A	\$	\$	\$
	3, B	\$	\$	\$
	3, C	\$	\$	\$
Diesel, Winter blend	3W, A	\$	\$	\$
	3W, B	\$	\$	\$
	3W, C	\$	\$	\$

DESCRIPTION	PRODUCT #	Alternate Fixed Mark-up, 2nd year. (07/01/16 - 06/30/17)	Alternate Fixed Mark-up, 3rd year. (07/01/17 - 06/30/18)
<b>#2 Oil</b>	2, A	\$	\$
	2, B.	\$	\$
	2, C.	\$	\$
<b>Diesel</b>	3, A	\$	\$
	3, B	\$	\$
	3, C	\$	\$
Diesel, Winter blend	3W, A	\$	\$
	3W, B	\$	\$
	3W, C	\$	\$

*NOTE: Quantity Index for all pricing sheets*

*Item #,+A = Deliveries of less than 1,000 gallons to a single tank*

*Item #,+B = Deliveries of 1,000 to 4,999 gallons to a single tank*

*Item #,+C = Deliveries of 5,000 gallons or more to a single tank*

**Vendor Name -**

**1.5** A. Quick payment discount (percent, number of days): \_\_\_ %, \_\_\_ Days.

B. Pre-payment discount \_\_\_\_\_% discount, \_\_\_\_\_gallons.

Details of pre-payment discount \_\_\_\_\_

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

**1.6** Exceptions: Note any vendor(s) responding to this bid shall indicate any/all exceptions (if any) taken to language in this bid. Exceptions must be declared below in order to be considered by the Municipalities:

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

Submitted by _		
Authorized Agent of Company (name and title)		Date

Witnessed by _		
(Name and title)		Date

Bonding Agency Name _		Tel.-	
Agency Address _			

Insurance Agency Name _		Tel.-	
Agency Address _			

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

**Vendor Name -** \_\_\_\_\_

**1.7 BIDDERS QUALIFICATIONS**

If a prequalification statement is not on file with Purchasing, or is over one year old, please answer the following questions. Attach a financial statement or other supportive documentation.

- 1. Number of years in business \_\_\_\_\_
- 2. Number of personnel employed Part - time - \_\_\_\_\_, Full -time - \_\_\_\_\_,
- 3. List five contracts of this type/size your firm has fulfilled in the past three years. Include type of fuel supplied, approximate yearly volume, name and telephone of contact person.

Fuel	Qty	Dates	City/Company Name	Contact	Telephone
.	.	.	.	.	.
.	.	.	.	.	.
.	.	.	.	.	.
.	.	.	.	.	.
.	.	.	.	.	.

**SERVICE/QUALITY CONTROL**

- 4. Location of Supply facilities - \_\_\_\_\_  
Capacity: \_\_\_\_\_, Products handled: \_\_\_\_\_  
Supplier(s) to the storage facility for each product: \_\_\_\_\_
- 5. Your company: Owns \_\_\_\_, Leases \_\_\_\_, Picks up product from these facilities \_\_\_\_.(Check one)
- 6. Outline the quality control measures your company takes to ensure that product does not become contaminated or mixed with other product. Include:
  - A. the transportation process to the storage facility you are utilizing;
  - B. movement of product within the storage facility;
  - C. the final delivery process to the communities.

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

(Attach additional sheet if necessary)

- 7. Will subcontracted trucks be used for deliveries under this contract - \_\_ Yes, \_\_ No.
- 8. Number of Trucks you own and Capacities: \_\_\_\_\_
- 9. Are delivery trucks fitted with a bleeder valve for sampling product? Yes \_\_, No \_\_
- 10. Number of full time drivers employed, qualified to handle this equipment: \_\_\_\_ .  
Number of part time drivers employed, qualified to handle this equipment: \_\_\_\_ .
- 11. Attach any additional information which may demonstrate your company's ability to deliver quality product consistently.
- 12. Provide an overview of your company's standard terms and conditions (policy(ies)) as they may relate to the fixed pricing portion of this bid. Label this overview as attachment "A" and include it with your bid submission.
- 13. Provide an overview of your company's standard terms and conditions as they may relate to under or over delivery of the estimated quantities [Ref. Section 2.11 (1) & (2)]. Label this overview as attachment "B" and include it with your bid submission.

## SECTION 2.0 SPECIFICATIONS

The Communities of Norwalk, Weston and Wilton are inviting bids for the supply of an estimated eight hundred and eighty-nine thousand seven hundred and ninety-five (889,795) gallons of fuel oils for the *initial* contract period. The potential life of an agreement will be three (3) years. A general scope of work for this project is as follows:

### 2.1 INTENT:

The intent of these Specifications is to obtain #2 heating oil, and premium ultra low sulfur diesel fuel meeting or exceeding the specifications of A.S.T.M., Local, State, and Federal requirements.

Proposals are requested for #2 heating oil and diesel fuel for the contract period stated in the invitation to bid. This contract may include an option for two (2) additional one (1) year extensions, at the discretion of the Cooperative. If permitted by individual Town Charters, price increases are to be negotiated thirty days prior to, and will take effect on the contract anniversaries. Any price decreases or agreed changes in service to take effect upon occurrence (see sect. 3.13).

B. Bid Bond - \$4,000 cashier's or certified check with your response (see sect. 3.1 B & C).

C. The successful firm may be required to furnish a performance bond acceptable to the Cooperative, for \$25,000 prior to execution of a contract and/or performance under Purchase Orders.

D. The successful firm will be required to furnish a certificate of insurance, acceptable to that City's / Town's Risk Manager.

### 2.2 PRICING:

#### A. Differential Pricing Option

Each vendor shall submit a bid indicating a differential from the New Haven Rack Average as published in the Oil Pricing Information Service (OPIS). Such differential costs may be either a (+) or a minus (-). If neither a (+) nor a (-) is noted on the response form, the differential cost will be interpreted as a (+). (Therefore, pricing for any delivery shall be computed by adding the differential to the daily closing price for the day the delivery is made).

Bid prices for these differential costs must be held firm for a period of not less than sixty (60) days from the opening date in order to permit the individual communities to complete internal evaluation processes.

Note: the Communities reserve the right to initially float the market by locking in the differential, and then convert to a firm fixed price for any remaining balance of the contract period with their awarded vendor, if such action is deemed to be in their best interest.

#### B. Firm Fixed Pricing Option

Each vendor shall submit a firm fixed price in which case the price per gallon will remain fixed during the entire term of the contract. Note that in order to accommodate varying municipal purchasing procedures, vendor agrees to hold the firm fixed price for a minimum of twenty-eight (28) day period from the opening date as per the escalation / de-escalation process described below. The fixed pricing established provision shall remain in effect for the duration of the award contract.

**(1) Firm Fixed Pricing for #2 ultra low sulfur Heating Oil only:**

The Firm Fixed Prices for #2 heating oil shall be calculated as follows: Submit your complete price per gallon on the closing (“settle”) NYMEX for Wednesday, November 19, 2014 and the percentage weightings for each month, as indicated in Table 1, below. All fixed prices offered shall include any and all costs of manufacture and delivery. Vendors shall furnish a fixed markup that shall be added to the strip’s weighted average [2.3716], in order to generate a total fixed price for each community. While the fixed markup is not subject to change for a twenty-one day period following the bid opening, the strip against which the weightings are applied and to which the fixed markup is added, may shift in strict accordance with the inter- and intra-day fluctuations in the NYMEX, until an award is made. See Table 3 for an illustration of the aforementioned “escalation / de-escalation” process.

<b>Table 1</b>			
NYMEX FUTURES CONTRACT LIST FOR 11/19/2014 (To be used for #2 ultra low sulfur Heating Oil fixed pricing calculation)			
Month	Settle Price	Weighting (%)	Weighted Price
July – 2015	2.3160	0%	<b>0</b>
August – 2015	2.3263	0%	<b>0</b>
September – 2015	2.3383	0%	<b>0</b>
October – 2015	2.3510	10%	<b>0.2351</b>
November – 2015	2.3631	15%	<b>0.3545</b>
December – 2015	2.3728	20%	<b>0.4746</b>
January – 2016	2.3803	20%	<b>0.4761</b>
February – 2016	2.3796	20%	<b>0.4759</b>
March – 2016	2.3698	15%	<b>0.3555</b>
April – 2016	2.3573	0%	<b>0</b>
May – 2016	2.3573	0%	<b>0</b>
June – 2016	2.3598	0%	<b>0</b>
	<i>Weighted Average</i>		<b>2.3716</b>

**(2) Firm Fixed Pricing for ultra low sulfur Diesel Fuel Only:**

The Firm Fixed Prices for ultra low sulfur Diesel Fuel shall be calculated as follows: Pricing for diesel fuel shall be secured in the same fashion as described above for #2 heating oil, except that the following weighted structure (Table 2) shall be utilized:

<b>Table 2</b>			
NYMEX FUTURES CONTRACT LIST FOR 11/19/2014 (To be used for ultra low sulfur diesel fuel fixed pricing calculation)			
Month	Settle Price	Weighting (%)	Weighted Price
July – 2015	2.3160	8.33%	<b>0.1929</b>
August – 2015	2.3263	8.33%	<b>0.1938</b>
September – 2015	2.3383	8.33%	<b>0.1948</b>
October – 2015	2.3510	8.33%	<b>0.1958</b>
November – 2015	2.3631	8.33%	<b>0.1968</b>
December – 2015	2.3728	8.33%	<b>0.1977</b>
January – 2016	2.3803	8.33%	<b>0.1983</b>
February – 2016	2.3796	8.33%	<b>0.1982</b>
March – 2016	2.3698	8.33%	<b>0.1974</b>
April – 2016	2.3573	8.33%	<b>0.1964</b>
May – 2016	2.3573	8.33%	<b>0.1964</b>
June – 2016	2.3598	8.33%	<b>0.1966</b>
	<i>Weighted Average</i>		<b>2.3550</b>

Note: Vendors shall furnish a fixed mark up for diesel that will be added to the strip’s weighted

average [2.3550] in order to generate a Total Fixed Price for each community in question.

The intent behind using this methodology is to identify the lowest responsible vendor at the time of the bid opening, as said vendor should remain low despite upward and downward swings in the NYMEX. Vendors shall be required to supply documentation to each community that requests it to verify the updated strip used to calculate any and all price adjustments that are made to establish a final award price.

Award notifications will be confirmed by telephone and followed up by a fax with the lowest responsible bidder(s) on any day within twenty-eight (28) calendar days of the bid opening. The specific NYMEX strip to be used as a basis for a final escalation / de-escalation adjustment will be selected and authorized by each of the participating communities and may be on opening, intra-day, or closing postings.

<b>Table 3</b>		
Pricing example #2 Heating Oil – for illustration purposes only!!!		
Bidder Price:	2.5857 / gallon	
Base Price Posting	2.3716 / gallon	[As based on November 19, 2014 NYMEX futures settle prices --enclosed herein and labeled Table 1)]
Final Base Price Posting	2.3928 / gallon	[Based on an updated opening, intra-day or closing NYMEX posting, to be determined by the awarding entity]
Incremental Change	0.0212 / gallon	
New Bid Price	2.6069 / gallon	[Original Bid Price (2.5857 / gallon +/- Incremental change (+0.0212) = New Firm Contract Price.
<i>Note: the firm pricing as established by this provision will remain in effect for the duration of the award contract.</i>		

**C. TO INDEX TO DETERMINE A FUTURE [2nd Year and or 3rd Year] FIXED PRICE:**

Should the participating communities choose to exercise its option to lock into a fixed price for the 2nd and or 3rd year, the participating communities shall notify the contractor of its intention to do so and will negotiate the fixed price in the form of a NYMEX futures contract for the specified commodity. The fixed price used will be the sum of the following three elements:

1. the most recent NYMEX Strip Average;
2. plus the current cash differential as charged by the brokers;
3. plus a fixed fee to cover the contractor’s overhead, profit and delivery costs.

### **2.3 DELIVERY PROCEDURES**

After notification of award contractor is to inspect and become familiar with each delivery location. We recommend that all potential bidders do this prior to offering bids.

The successful candidate is to deliver as needed throughout the contract period in quantities sufficient to maintain product within the tanks. Such deliveries are to be made Monday through Friday, except holidays on an automatic basis unless requested otherwise, in writing by the purchaser. *Vendor is to assign two drivers to each municipality's route so that each driver may be cover for the other and be familiar with each building's fill location.* Tanks are not to be allowed to drop below 1/4 full. Additional deliveries are to be made as requested. All deliveries must be made by meter. One copy of meter ticket register signed by a municipal employee is to be left at time of delivery at the municipal office responsible for that location. Should the Supplier fail to make deliveries as required, the Buyer reserves the right to secure sufficient product of equal or better grade and from any available source, to guarantee continued operation, and to back charge the Supplier for any difference in cost from the contract price including costs directly attributable to the interruption of supply. Repeated failure to deliver on time and/or after notifications will be cause to consider the Supplier in default of contract. In such case the Buyer, at his discretion may cancel the contract and secure the product for the remaining contract period from any available source best suited to the interests of the Buyer and to back charge the Supplier for any difference in price.

The Supplier is to not be obligated if he is unable to furnish products because of strikes, fires, war conditions in this country, or other causes beyond the Supplier's control (weather conditions not included). In such cases, the Buyer is to be notified by telephone immediately followed by written notice within three (3) days.

Drivers are to exercise care to avoid spilling product or creating other damage in making delivery. Any cleaning required or repairs made necessary by such spillage will be performed by the Supplier at his expense. The Supplier is to be responsible for all costs of environmental cleanup and payment of any or all fines resulting from spillage at time of delivery. *Further, plants which are damaged or killed due to lack of oil or by Supplier's spillage of petroleum products will be replaced or paid for by the supplier. If damage occurs to buildings or building systems as a result of failure to deliver to specifications, supplier shall be liable (i.e. plumbing bills) and shall pay all inherent costs.*

- 1) All fuel deliveries are to be made on weekdays between the hours of 8:00 a.m. and 4:00 p.m. for Municipal operations 7:00 a.m. and 3:00 p.m. for Board of Education operations.
- 2) The driver is to see the custodian at the time of delivery.
- 3) The custodian is to stick the tank before and after delivery to confirm the quantity delivered.
- 4) Delivery trucks are not to ride up on curbs, sidewalks or lawns.

### **2.4 DELIVERIES TO NORWALK**

Municipal and Norwalk Public Schools Operations: Delivery tickets and invoices for fuel are to be sent to the Purchasing Department, City Hall, P.O. Box 5125, Norwalk, CT 06856-5125. Each Municipal and Public School Department is to be invoiced separately.

## **2.5 DELIVERIES TO WESTON**

All Sites: Delivery tickets and invoices for are to be sent to the Town of Weston Accounts Payable Department, 56 Northfield Rd., Weston, Ct. 06883.

## **2.6 DELIVERIES TO WILTON**

Municipal Operations: Delivery tickets and invoices for fuel are to be sent to the Finance Department, Town of Wilton, 238 Danbury Road, Wilton CT 06897. School Operations: Delivery tickets and invoices for are fuel to be sent to the Wilton Board of Education, 395 Danbury Road, Wilton CT 06897.

## **2.7 TESTING OF PRODUCT:**

The quality of fuel offered must conform to the requirements set forth in the Specifications. The successful Bidder will be requested to submit a Test Sample on the product to be delivered. Samples of fuel will be taken from deliveries and submitted for testing to check their conformity with the Test Specifications originally submitted.

If, in the opinion of the Buyer a delivery of fuel to a storage vessel deviates substantially from the specifications, is the wrong type of fuel, or is otherwise defective in quality to such a degree that proper use and combustion efficiency are interfered with, the shipment may be rejected. It is the Supplier's responsibility to immediately remove the entire contents of the vessel or vessels within two (2) hours notice by the Buyer and to replace the product. This is to be done at the Supplier's expense without interruption of municipal operations.

If the Supplier fails to respond and remove the contents of the tank in the above stipulated time, the Buyer will have the right to have the fuel removed and replaced with the correct type from another source. In such a case, the Supplier will forfeit the right to sample and test the product as described below. All expenses incurred by the Buyer in removing, decontaminating, repairing the storage vessel and/or equipment will automatically become the full responsibility of the Supplier. The Supplier will also be responsible for any product costs which exceed the normal cost of product purchased under the terms of this contract.

In case the quality or type of any shipment is questioned by the Buyer, the Supplier has the right to sample, in the presence of the Buyer's representative, the delivery concerned within two hours of notification by the Buyer and to test it. If the findings of the Supplier's laboratory do not agree with those of the Buyer, a portion of the sample in question is to be submitted to a third laboratory, agreeable to both parties and the test findings of this laboratory will be accepted as representing the true quality of such shipment, and the cost of such independent test as well as the removal and replacement of product is to be paid by the party adjudged to be incorrect in his initial testing.

NO MIXING of an incorrect fuel supply with other grades of fuel or solvent in an attempt to create a satisfactory supply will be permitted (see Specifications).

NOTE: Fuel oil supplies must meet current standards for pollution control as set forth in federal, state or local statutes. In any case where the above specifications may be in variance, the current statute shall rule.

**2.8 #2 HEATING OIL SPECIFICATIONS:**

The heating oil delivered shall be a hydrocarbon oil free from alkali, mineral acid, grit, fibrous or other foreign matter, meeting the "Delivery" specifications of the Colonial Pipeline's Fungible Grade 61 for Ultra Low Sulfur Diesel, and being properly designated for sale in New York Harbor in accordance with U.S. Environmental Protection Agency (EPA) regulations. Delivery test results may vary by the smaller of ASTM reproducibility for a given test or any test tolerance as allowed for downstream parties by state or EPA regulations at the point of delivery.

**2.9 PREMIUM ULTRA-LOW SULFUR DIESEL FUEL:**

The diesel fuel delivered shall be a hydrocarbon oil free from alkali, mineral acid, grit, fibrous or other foreign matter, meeting the "Delivery" specifications of the Colonial Pipeline's Fungible Grade 61 for Ultra Low Sulfur Diesel, and being properly designated for sale in New York Harbor in accordance with U.S. Environmental Protection Agency (EPA) regulations. Delivery test results may vary by the smaller of ASTM reproducibility for a given test or any test tolerance as allowed for downstream parties by state or EPA regulations at the point of delivery.

**2.10 QUANTITIES:**

The quantity of fuel purchased during the previous year under this contract is approximately as indicated in the following summary table. The Municipalities' estimated usage of fuel oils set forth in this bid are approximate. The usage requirements are based on annual estimates of prior year consumption. Each Municipality may purchase less or more than has been estimated. The Municipalities are not obligated to purchase any predetermined quantity of fuel oils from the awarded vendor(s).

Estimated Municipal Usage 07/01/15 – 06/30/16					
Municipality	Product				
	#2	#2 Bio	#3	#3 Bio-diesel	Total
Norwalk	373,250	-0-	276,815	-0-	650,065
Weston	4,000	-0-	-0-	-0-	4,000
Wilton	63,055	-0-	172,675	-0-	235,730
Totals	440,305	-0-	449,490	-0-	889,795

If, at the end of the contract period, the City has not received the minimum quantity of product specified in the Agreement, upon the mutual agreement of the parties expressed in writing the following options will be available:

- 1) The contract term may be extended and under-delivered product purchased by the City at the agreed upon bid price. Such product shall be stored by the Vendor for a fixed monthly storage fee, until delivery of such under delivered quantity is accepted by the City.
- 2) The City may cash-out to a zero balance by paying the Vendor the difference between the contract price and the liquidation price, which shall be calculated based on the "New York Harbot Platts low barge price" less actual liquidation fees- multiplied by the total under-delivered quantity. In the event that the liquidation price is greater than the agreed upon price, the Vendor will credit the City the difference between the agreed-upon price and the actual liquidation price, multiplied by the total under-delivered quantity.

## 2.11 DISTRIBUTION

The requested products were distributed to the following locations:

### City of Norwalk Facilities

	Building Name	Address	Tank Size	#2 Heating Oil	Diesel Fuel
1	<b>City Hall</b>	125 East Avenue (Generator #1)	330		200
2	<b>City Hall</b>	125 East Avenue (Generator #2)	660		300
3	<b>D.P.W. Garage</b>	15 So. Smith St (dispatch)	2,000	5,800	
4		15 So. Smith St (Admin)	3,000	15,500	
5		15 So. Smith St (Diesel)	(2) 8,000		115,000
6		15 So. Smith St (Generator)	700		1,500
7	<b>Fire Dept. Broad River</b>	90 New Canaan Avenue	275		100
8	<b>Fire Dept. Central Station</b>	121 Connecticut Ave (Fueling Stn)	2,000		14,000
9	<b>Fire Dept. Central Station</b>	121 Connecticut Ave. (Generator)	1,000		1,000
10	<b>Fire Dept. Meadow Street</b>	23 Meadow Street	2,000	4,500	
11	<b>Fair Apparatus Maint. Bldg.</b>	100 Fairfield Avenue	2,000	7,500	
12		100 Fairfield Avenue	2,000		2,000
13		100 Fairfield Avenue (Generator)	275		100
14	<b>Gallagher</b>	555 Grumman Avenue	(2) 275	7,000	
15	<b>Health Department</b>	137 East Avenue (Generator)	366		100
16	<b>Library (main)</b>	One Belden Avenue	5,000	12,000	
17	<b>Library (main)</b>	One Belden Avenue (Generator)	275		100
18	<b>Library (So. Norwalk)</b>	10 Washington Street	550	1,800	
19	<b>Oak Hills Park</b>	165 Fillow Street - Admin Bldg	275	1,800	
20		165 Fillow Street - Garage	165	1,700	
21		165 Fillow Street - Garage-Mnt	550		1,500
22		165 Fillow Street - House	275	800	
23		165 Fillow Street - Stone House	275	850	
24	<b>Police Department</b>	One Monroe Street. (Generator)	896		400
25		100 Water Street		600	
26	<b>Pump Stations:</b>	Bell Island.	125		125
	Note: top off once a year, then place on "will call"				
27		Devils Garden (Erin Court)	175		70
28		Five Mile River - Ct Ave	200		100
29		Keeler Brook - Ct Ave	1,000		500
30		Old Trolley (Rt.123/M.L.K. Dr.)	275		150
31		Red Oak Lane	35		70
32		Sammis Street	1000		500
33		Westport Avenue	275		150
34		Woodward Avenue	2,000		1000
35	Roosevelt	11 Allen Road	6,000	15,000	
36	<b>Tourism District</b>	297 West Avenue	275	0	
37	<b>Water Pollution Control</b>	60 So. Smith Street (primary)	8,000	16,000	
38	Water Pollution Control	60 So. Smith Street (secondary)	4,000	14,000	
39	Water Pollution Control	60 So. Smith St. (supplementary)	4,000	2,000	
40	Water Pollution Control	60 So. Smith St. (RAS Pump Stn)	4,000	3,000	
41	Water Pollution Control	60 So. Smith St. (Generator, 2.5 Meg)	7,000	0	7,000
			<b>Sub Totals</b>	<b>110,750</b>	<b>145,515</b>

Note buildings marked with an asterick (\*) are maintained and operated by independent government agencies. Delivery arrangements are to be made directly with these buildings.(1) Water Pollution Control and Pump Stations; (2) Tourism District.

# City of Norwalk continued

## Norwalk Public Schools

Building Name	Address	Tank Size	#2 Heating Oil	Diesel Fuel
42 Brien McMahon	300 Highland Avenue	10,000	0	
43 Briggs	350 Main Avenue	6,000	9,000	
44 Brookside	382 Highland Avenue	10,000	0	
45 Central Kitchen	352 Main Street	6,000	6,500	
46 Columbus	46 Concord Street	6,000	0	
47 Cranbury	10 Knowalot Lane	6,000	20,000	
48 Fox Run	288 Fallow Street	6,000	30,000	
49 Kendall	57 Fallow Street	6,000	0	
50 Naramake	16 King Street	6,000	18,000	
51 Nathan Hale	176 Strawberry Hill	12,000	0	
52 Norwalk High School	55 County Street	20,000	0	
53 Ponus Ridge	21 Hunters Lane	12,000	38,000	
54 Roton	221 Highland Avenue	12,000	40,000	
55 Rowayton	1 Roton Avenue	6,000	28,000	
56 Silvermine	57 Perry Avenue	6,000	28,000	
57 Tracey	20 Camp Avenue	6,000	18,000	
58 Transportation Dept.	334 Wilson Avenue	4,000		127,000
59 Transportation Dept.	334 Wilson Avenue	4,000		
60 West Rocks	81 West Rocks	10,000	1,000	
61 Wolfpit	1 Starlight Drive	6,000	24,000	
<b>SubTotals</b>			<b>260,500</b>	<b>127,000</b>

## First District Water Department \* Municipal Buildings

Building Name	Address	Tank Size (gallons)	No. 2	Diesel
62 Filter Plant	270 Valley Rd., New Canaan	2000	2,000	
63 Wellfield	9 Lakeview Dr. East	3000		500
64 West Rocks Pump Station	84 Creeping Hemlock Dr.	366		500
65 Spring Hill Pump Station	36 Grandview Ave.	450		300
			2,000	1300

Note: First District Water Department: Delivery tickets and invoices for fuel are to be sent to the First District Water Department, 12 New Canaan Ave., Norwalk, CT 06851

Third Taxing District Electric Department				
66	2 Second Street, Norwalk	4000	0	3000
			<b>0</b>	<b>3000</b>
<b>City of Norwalk Totals</b>			<b>373,250</b>	<b>276,815</b>

- Continued on next page -

## Town of Weston

Municipal Buildings					
	Building Name	Address	Tank Size (gallons)	Estimated Annual Consumption	
				No. 2	Diesel
1	Jarvis House	47 Norfield Road	330	1,300	
2	Fire House	234 Lyons Plains Road	330	1,700	
3	Iva Moore Cottage	16 Deer Path Lane	275	1,000	
			<b>Town of Weston Totals</b>	<b>4,000</b>	<b>-0-</b>

## Town of Wilton

FACILITY	ADDRESS	TANK SIZE	FY '16 Volume
<b>#2 Heating Oil</b>			
Town Hall	238 Danbury Road	1,000	5,300
Annex	238 Danbury Road	1,000	4,800
Public Works Garage	238 Danbury Road	3,000	6,100
Shoff House	238 Danbury Road	275	400
Daggett House	415 Danbury Road	275	500
Ambler House (White)	257 Hurlbutt Street	275	1,000
Ambler White Barn	257 Hurlbutt Street	550	900
White Rental House	31 New Street	275	900
Gilbert & Bennett School	49 New Street	1,000	5,000
Wilton Police Department	240 Danbury Road	2,000	3,455
Wilton Fire Station 1	236 Danbury Road	1,000	7,300
Wilton Fire Station 2	707 Ridgefield Road	550	1,500
Merwin Meadows Barn	Lover's Lane	550	700
Wilton Volunteer Ambulance Corp	234 Danbury Road	275	1,200
Trackside	15 Station Road	330 (2)	4,000
Montessori School	34 Whipple Road	5,000	20,000
<b>Total Town Facilities</b>			<b>63,055</b>
<b>TOTAL</b>			<b>63,055</b>
<b>Diesel</b>			
Board of Education Bus Barn	130 School Road	10,000	110,000
Public Works Garage	238 Danbury Road	10,000	60,000
Pumping Station	High School Road	275	275
Generator -- Fire Station/Public Works	236 Danbury Road	400	600
Generator -- Police Department	240 Danbury Road	600	600
Generator -- Town Hall	238 Danbury Road	600	600
Generator -- Comstock Community Ctr.	180 School Road	600	600
<b>TOTAL</b>			<b>172,675</b>

## **2.12 REVISIONS TO SECTION 3:**

Replace Section 3.13 with the following -

The content of any differential priced bid submitted is to remain valid and available to the Participating Communities for sixty (60) days from the day bids are due. Alternate fixed price bids formulas are to remain valid for twenty-one working days.

The Participating Communities intend to develop a long term working relationship with the supplier(s) selected. This agreement may be renewed, expanded and extended at the option of the Participating Communities for two (2) additional years, for a total period of thirty-six (36) months, provided that the funds are available, approved by the Participating Communities for this purpose and that the Contractor has established a satisfactory performance record. In the event that the agreement is terminated the vendor is to continue to provide product under the terms of the last agreement until a new contract can be awarded (a period of up to sixty (60) days).

## **SECTION 3 - GENERAL INFORMATION**

**NOTE: SECTION 3 - GENERAL INFORMATION** contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 011205 or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. Request document number 1011.