



City of Waterville  
DEPARTMENT OF PUBLIC WORKS  
6 Wentworth Court  
Waterville, Maine 04901-4892  
TEL (207) 680-4744

## REQUEST FOR BIDS #2 Heating Oil

**DATE:** September 7, 2011

### INSTRUCTIONS TO BIDDERS

**1. GENERAL:** The City of Waterville is accepting Fixed Price bids for supply and delivery of specific quantities of **#2 Heating Oil** meeting the specifications accompanying this document. Fixed price arrangements are to be as follows:

- Option A – Fixed Price for Term (12 Months)
- Option B – Pre purchase Fixed Price for Term (12 Months)

**2. BID SUBMITTAL: Sealed bids** will be accepted by the Office of the Director of Public Works, 6 Wentworth Court, Waterville, Maine 04901 up to and including **11:00 A.M. EST, Tuesday, September 20, 2011** at which time they will be publicly opened and examined. All bids may be placed in a sealed envelope clearly marked "**Bid - #2 Heating Oil**" in the center with the bidder's name and address in the upper left hand corner and delivered to 6 Wentworth Court. Bid submittals may also be faxed to 207-877-7532 or e-mailed to [rgilchrist@waterville-me.gov](mailto:rgilchrist@waterville-me.gov). *Other arrangements may be made by contacting Robert Gilchrist at (207) 680-4741.*

**3. WITHDRAWAL OR REVISION OF BID:** A bidder may withdraw or revise a bid after it has been received by the Office of the Director of Public Works, provided the request is made in writing or in person before the time set for bid opening.

**4. BID AWARD:** Bid award, if the City determines to award, will be made within two (2) hours, or 1:00 PM EST after bid opening, to the lowest responsible bidder whose bid fully complies with all requirements specified and contingent upon approval by the City Council. The City reserves the right to reject any and/or all bids without absorbing any liability against the City.

**5. Evaluation of Bids:** For purposes of evaluating the bids, in the event of any discrepancies on a proposal between an amount written out in words verses the same amount expressed in numbers, the amount written in words shall govern (if applicable). Similarly, unit prices shall prevail over extended totals. In the event of Additive Bid Items, the "low bid" shall be based upon the least total for the highest combination of bid items which may be awarded within the Control. In the event that all Base Bids exceed the Control Amount, the "low bid" shall be based solely upon the lowest Base Bid submitted. Bidders shall examine and familiarize themselves with the Specifications and Bid Documents. The bidder shall in no way be relieved of any obligation to provide the product, service and/or equipment specified through error, mistake or omission.

**6. INTERPRETATION OF ADDENDA:** It shall be the bidder's responsibility to make inquiry as to any interpretation of the specifications or requirements of the participants. Any changes in the specifications shall be by written addenda to all parties.

**7. SPECIFIED QUANTITY:**

+/- 32,000 Gallons - #2 Heating Oil

**8. DELIVERY LOCATION:** 6 Wentworth Court, Waterville, Maine

**9. TERM OF CONTRACT:** July 1, 2011 through June 30, 2012

**10. INVOICES AND PAYMENT:** Invoices shall be transmitted to the City of Waterville, 6 Wentworth Court, Waterville, Maine 04901. It is the practice of the City of Waterville to pay invoices within thirty (30) days of receipt. **The City is exempt from State of Maine Sales Tax and State and Federal Excise Taxes.**

**11. PENALTY CLAUSE:** See Specifications, if applicable.

**12. INSURANCE:** The successful bidder, within fifteen (15) days of notification of contract award, shall provide insurance as follows:

Bidder shall furnish a certificate of insurance naming the City of Waterville as additional insured and shall provide evidence of coverage meeting the following minimum requirements:

- I. Workers Compensation (Minimum Allowances)
  - a. State – Statutory
  - b. Employer Liability - \$500,000.00
  
- II. Comprehensive General Liability (Minimum Allowances)
  - a. Bodily Injury - \$1,000,000.00
  - b. Property Damage - \$1,000,000.00
  - c. Fleet or Automobile Liability
    - i. Bodily Injury - \$500,000.00 each person, \$1,000,000.00 each occurrence
    - ii. Property Damage - \$1,000,000.00 each occurrence

**13. PERFORMANCE BOND:** N/A

**14. SPECIAL RESTRICTIONS AND COVENANTS:**

Should **Option A., fixed price for term** be selected by the City of Waterville, the bidder shall agree to a 10% over/under allowance and maintain the fixed price arrangement accordingly. The City agrees to pay the difference above or below a 10% threshold allowance according to the NYMEX published rate at the date determined - Should purchases exceed 10% over specified limits or at the conclusion of this contract for any purchases greater than 10% below specified limits. However, the bidder can elect to waive these restrictions. This should be noted on the bid form.

Should **Option B, a fixed price pre-purchase for term** arrangement be selected by the City of Waterville, the bidder shall agree to refund the City in full for any quantities not delivered but paid for during the term of this agreement, if within the 10% over/under allowance, or unless otherwise indicated in bid submittal

**Request for Bids**

**#2 Heating Oil**

**Page 3**

documents that the bidder imposes other restrictive covenants not hereby outlined and accepted. Bidder must, in writing, provide complete information concerning any further restrictions or limitations that may apply on the bid form.

**15. CANCELLATION:** The City reserves the right to cancel any unfulfilled portion of the Contract if, in the opinion of the City, the services or materials supplied are unsatisfactory or are not in compliance with the terms and conditions of the specifications. Cancellation shall be effective following ten (10) calendar days written notice to the Bidder.

**16. EXCEPTIONS TO SPECIFICATIONS:** These instructions to Bidders and General Paragraphs are an integral part of the Specifications for **#2 Heating Oil** and will be binding on the Bidder. Bidders are advised that they shall be bound to the requirements of the Specifications, Instructions to Bidders and General Paragraphs unless exceptions are otherwise clearly noted in the Proposal. Any exceptions shall be considered, however, in determining the most acceptable proposal.

**17. INQUIRIES:** Any questions concerning this bid request should be directed to Robert Gilchrist , Director, Department of Public Works, 6 Wentworth Court, Waterville, Maine 04901. Telephone inquiries can be made by calling (207) 680-4744 between the hours of 7:30 AM & 3:30 PM Monday thru Friday.

**18. GENERAL PARAGRAPHS:** See attached **Bid Specifications**.

**CITY OF WATERVILLE  
BID SPECIFICATIONS  
#2 HEATING OIL**

**General** - The City of Waterville, Maine is requesting bids for #2 Heating Oil for the period July 1, 2011 through June 30, 2012. The supplier will provide A.), fixed price for term or B.), fixed price pre-purchase for term.

**Payment** - The City of Waterville will determine to accept and notify the successful bidder by 1:00 P.M. EST on September 13, 2011. If Option B., fixed price pre-purchase for term is selected, the City will arrange for payment to be made in accordance with bidder requirements or through the course of normal business transactions, whichever is preferred. The City has the capability to authorize electronic transfer of funds within 24 hours of notification to its financial representative. Successful bidder will furnish ACH Transfer information including financial institution, routing number and account number.

**Estimated Quantities** - The following are estimated delivery quantities:

#2 Heating Oil                    +/- 32,000 Gallons

**Delivery Requirements** - Delivery shall be scheduled as automatic delivery cycle.

**Delivery Location & Capacities –**

1 College Avenue (Central Fire Station)	3 – 330 Gallon Tanks
1 Common Street (City Hall)	1 – 2,500 Gallon UST
6 Wentworth Court (Public Works)	3 – 330 Gallon Tanks    1 – 275 Gallon Tank

**Reporting Requirements** – If possible upon delivery, the driver will leave a metered slip in the Administrative Office of each facility. Otherwise, metered slips will be mailed with invoice.

**CITY OF WATERVILLE  
DEPARTMENT OF PUBLIC WORKS**

**BID FORM**

**DATE:** \_\_\_\_\_

To the Director of Public Works for the City of Waterville, Maine:

This Bid Proposal is being submitted by \_\_\_\_\_,  
Hereinafter called Bidder, a corporation\* organized under the laws of the State of \_\_\_\_\_  
or a partnership/individual\*\* doing business as \_\_\_\_\_.

I/WE have made a visual inspection of the site. In compliance with your Invitation for Bids and having examined the specifications and conditions contained therein, we are pleased to submit the following:

**Option A – Fixed Price for Term**

<b>Item</b>	<b>Quantity</b>	<b>Bid Price</b>
#2 Heating Oil	+/- 32,000 Gallons	\$ _____(Per Gallon)

**Option B – Fixed Price Pre-Purchase for Term**

<b>Item</b>	<b>Quantity</b>	<b>Bid Price</b>
#2 Heating Oil	+/- 32,000 Gallons	\$ _____(Per Gallon)

Special Exception(s) or Notation(s): \_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

TAX ID #: \_\_\_\_\_

\* Affix seal if by Corporation  
\*\* Cross out words/phrases that do not apply