



**Finance Department**

Ellen Sanborn  
Finance Director

Matthew F. Fitzgerald  
Purchasing Agent

**FURNISH GASOLINE and/or DIESEL MOTOR FUEL  
Notice and Specifications**

Sealed bids for supplying the City of South Portland with its requirements of unleaded automotive gasoline and/or refined dyed diesel fuel for use in City vehicles, from **October 1, 2022 through September 30, 2023**, will be received at the Purchasing Agent, City Hall, 25 Cottage Road, Second Floor, South Portland, Maine 04106, until **3:00 P.M., Tuesday, September 6, 2022** at which time they will be publicly opened.

Bids shall be submitted on the City provided forms, and returned in sealed envelopes clearly identified with the bid's number and title. All bids shall be held open to acceptance for thirty days from their opening. Late, unsigned, faxed bids, or bids submitted electronically shall not be accepted.

All questions shall be directed, in writing, to the Purchasing Agent at the above address and be received at least five business days prior to the bid opening date (e-mail [mfitzgerald@southportland.org](mailto:mfitzgerald@southportland.org)). Questions received after this time will not be addressed. Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of the contract will not be binding.

Bids from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Invitation from a source other than the City, please contact 207-347-4179 to ensure that your firm is listed as a vendor for this bid.

The net per gallon price for gasoline and dyed diesel motor fuel shall be calculated by showing the discount to be subtracted from, or the increase to be added to the average price(s) for Portland, as posted in the OPIS Daily Rack Average, Gasoline and Distillate Reseller Prices on Thursday, August 18, 2022 for gasoline & diesel fuels, and thus showing the net delivered cost to the City. Any and all Superfund fees or other governmental imposed fees shall be a part of either the discount or increase quoted.

P. O. Box 9422 - 25 Cottage Road  
South Portland, ME 04116-9422  
Telephone (207) 347-4179  
[mfitzgerald@southportland.org](mailto:mfitzgerald@southportland.org)

It is understood that contract prices will be subject to the increases or decreases in the prices in the OPIS Daily Rack Average for Gasoline and Distillate Reseller Prices, however, the discount from or the increase to be added to those prices shall remain fixed for the period of award regardless of the bidder's supplier.

Bids are also solicited for a **net fixed price** on each product, which shall remain in effect for the entire period of award. Bidders wishing to bid in this manner should list their **net fixed price** in the appropriate space(s) on the Bid Proposal form.

The City is exempt from all taxes levied by the State and Federal governments. Invoices shall not reflect charges for taxes of any kind. The supplier of the City's diesel fuel must state on all their shipping papers, bills of lading and invoices accompanying the sale of the fuel – “DYED DIESEL FUEL, NON-TAXABLE USE ONLY, PENALTY FOR TAXABLE USE”.

### **Description of Products**

**Gasoline:** Unleaded automotive gasoline (RFG) shall be regular grade as specified by Federal Specifications VV-G-001690 and all revisions to date. Averaged minimum octane number (R+M/2) to be 87. Refined dyed ultra-low sulfur diesel fuel, with a maximum sulfur content of 15ppm, shall be as specified in ASTM Specification Standard D-975, and all revisions to date. Minimum cetane number for the product shall be 40.

**Diesel Fuel:** Vendors shall provide a refined diesel fuel product having a minimum cloud point and pour point sufficient **for proper engine operation during normal temperature conditions in the region during the contract period**. Vendors shall make every effort to provide diesel fuel product, which meets the minimum cloud point of -9 degree F for the months of December, January and February. During the winter months, the successful bidder shall deliver ultra-low sulfur, red dyed, winter diesel fuel. The OPIS Pricing used for determining the price invoices shall use the “Winter” ULS red dyed distillate when that fuel is being delivered; during the remainder of the contract period the ULS red dyed distillate price shall be used (non-winter).

The City is not accepting bids on premium unleaded gasoline for this contract period.

Bidders must supply, if and when requested, an analysis of the product(s) bid. The analysis shall be a definite certified analysis currently made and not approximate or typical. After award of any contract and during the contract period, deliveries, which are found not conforming to the specifications, may be required to be replaced. Continued delivery of inferior product shall be considered just cause for contract termination.

Bidders, in submitting a bid, certify that their company at public service stations throughout Maine will as high of grade of product market the product supplied under the contract resulting from this bid.

## Award of Bid

The City of South Portland will award this bid, or portions thereof, based on the amount of increase to be added to, or discount to be deducted from, the average price(s) for Portland, as posted in the OPIS Daily Rack Average, Gasoline and Distillate Reseller Prices on Thursday, August 18, 2022, taking into consideration the net delivered price for quantities of 5,000 gallons; **OR** the net fixed price offered, whichever the City deems to be its best advantage.

### CURRENT PRODUCT USAGE and DELIVERY REQUIREMENTS

Bidders, by submitting a bid, understand and agree that the quantities listed in this bid are **estimates only of anticipated annual usage**, with stated quantities being based on current consumption\*. It is understood and agreed that the successful bidder(s) shall supply the actual quantities ordered for delivery during the term of the contract, whether more or less than those estimated (average orders for the City's main fuel site are for 5,000 gallons of unleaded, and 5,000 gallons of diesel). This tank is **required** to be on "**KEEP FILL**" status with an estimated delivery schedule of 5,000 gallons every three weeks. Failure to meet this requirement will disqualify the proposal.

- |                             |                   |
|-----------------------------|-------------------|
| a) Unleaded gasoline        | +71,000 gallons*  |
| b) Refined dyed diesel fuel | +116,000 gallons* |

Deliveries are to be in accordance with all governmental regulations. They are to be made in - 1). In metered tank trucks to the storage tanks of the City, in quantities as required. Each delivery shall be accompanied by a pre-numbered and dated metered ticket showing the number of gallons delivered; 2) where applicable, vendor shall verify by dip stick (dip stick and gallon amount for each tank) before and after drop, making note of the measurements on the delivery ticket, with sign off by the municipal attendant at drop location. Metered truck delivery is required by the City.

With regard to the deliveries to the City's main fuel site at the South Portland Public Works Maintenance Facility at 929 Highland Avenue – these deliveries **MUST** be done so that only one ticket and one invoice is received for a total delivery. To clarify – the delivery truck must have the capacity to hold 5,000 gallons to be delivered all at once - split deliveries in smaller trucks will not be accepted at this location.

Bidders must supply, if and when requested, an analysis of the product(s) bid. The analysis shall be a definite certified analysis currently made and not approximate or typical. After award of any contract and during the contract period, deliveries that are found not conforming to the specifications may be required to be replaced. Continued delivery of inferior product shall be considered just cause for contract termination.

### FILL LOCATION AND TANK CAPACITIES

PUBLIC WORKS, 929 Highland Avenue

- One 10,000-gallon tank (above ground) for unleaded gasoline
- One 10,000-gallon tank (above ground) for diesel

## **INSURANCE and INDEMNIFICATION**

The successful vendor(s) shall agree to save the City harmless from all losses, costs or damages caused by his acts or those of his agents, and, before signing the contract, will produce evidence satisfactory to the Counsel representing the City of South Portland that he has secured Automobile, Professional Liability and General Public Liability insurance coverage in the amount of not less than five hundred thousand dollars (\$500,000) per person, one million Dollars (\$1,000,000) per occurrence for bodily injury, death and property damage, naming the City as an additional insured thereon, and shall also procure Worker's Compensation Insurance coverage. The successful bidder shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice of termination from insurance company or agent. The City disclaims any and all responsibility for injury to vendors, their agents, their subcontractors, if any, or to others while examining the job sites or at any other time.

## **REPORTING REQUIREMENTS**

**Should the City opt for a “floating” price, it shall be the responsibility of the successful bidder(s) to notify the Purchasing Agent and the City’s Public Works Director in writing of any AVERAGE PRICE change(s) posted for Portland, OPIS Gasoline and Distillate Reseller Prices. The successful bidder(s) shall email the change notices to [mfitzgerald@southportland.org](mailto:mfitzgerald@southportland.org) and [mhutchins@southportland.org](mailto:mhutchins@southportland.org).** The City reserves the right to require immediate visual verification of any such notice quoted.

## **INVOICES AND PAYMENTS**

Prices for gasoline and diesel fuel shall be based upon the weekly average price posted for Portland, in the OPIS Report, Daily Rack Average Gasoline and Distillate Reseller Prices, at the time the order is placed. (As previously noted, the successful bidder must provide the OPIS daily reports upon contract execution – sent to Melissa Hutchins– [mhutchins@southportland.org](mailto:mhutchins@southportland.org) and [mfitzgerald@southportland.org](mailto:mfitzgerald@southportland.org))

Duplicate invoices must be furnished showing the date of delivery, the meter ticket number, the number of gallons delivered, the type of product delivered, the cost per gallon on date of delivery, the total price, the tank location and ordering department. Statements will not be accepted for invoices. Invoices for all deliveries must be sent to:

South Portland Department of Public Works  
Attn: Melissa Hutchins  
929 Highland Avenue  
South Portland, Maine 04106

It is the custom of the City to pay its bills within 30 days following delivery and acceptance of product and receipt of correct invoices. In submitting bids under these specifications, bidders should take into consideration all discounts, both trade and time, allowed in accordance with this payment policy, and quote a net price.

The contractor affirms that the equipment, or work, shall be in full compliance with any and all applicable O.S.H.A., D.O.T., ANSI, Federal, State and/or municipal regulations.

The City of Portland reserves the right to inspect and audit the books and records of the successful bidder(s) pertaining to this contract and shall have the right to determine the correctness and propriety of the costs and charges billed by seller. If any such inspection or audit discloses any mis-pricing, errors in the use of rates or in the improper application of rates specified in this contract, resulting in overpayment(s) by the City, the amount thereof shall be refunded to the City promptly, or the City may as an option withhold such overpayment from any amounts due from the City to the seller.

The City reserves the right to cancel any unfilled portion of the contract immediately for cause if the vendor(s) fails to provide product(s) of the required grade, at the contract price, or in accordance with the specifications and detailed requirements outlined herein. Should the contract be terminated for cause by the City, it shall be without any liability or waiver of any rights or recourse against the vendor. And the City reserves the right cancel the contract for convenience on thirty days prior written notice, with the City responsible only for payment for supplies, materials and/or services provided or amounts expended or incurred in reliance thereon prior to the effective date of such notice.

The City reserves the right to waive any informalities in bids, to accept any bid or portions thereof (bidders are advised to note this and quote accordingly) and to reject any or all bids should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the bidder's qualifications, capability to perform, availability, past performance record and to verify that the bidder is current in its obligations to the City, as follows:

August 18, 2022

Matthew F. Fitzgerald  
Purchasing Agent

**PROPOSAL**

\*\*\*THIS SHEET MUST BE SIGNED AND RETURNED WITH PROPOSAL PACKAGE\*\*\*

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined herein, and that the proposal is made in accordance with it.

The UNDERSIGNED hereby declares that any person(s) employed by the City of South Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest, which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The bidder acknowledges the receipt of Addenda numbered \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

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

PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_ (If incorporated in other state, businesses must be authorized to do business in the State of Maine).

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

**PROPOSAL (CONT'D)**

**Gasoline & Diesel Fuels**

- 1. REGULAR UNLEADED GASOLINE, 10% ETHANOL, RFG
  - OPIS Daily Rack Average (Portland) on 08-17-22 \$\_\_\_\_\_ per gal.
  - Fixed ADD-ON or DISCOUNT during year \$\_\_\_\_\_ per gal.
  - Net delivered cost \$\_\_\_\_\_ per gal.
  - Net delivered cost (AWARD BASIS) \$\_\_\_\_\_ per gal.
  - AND, AS AN OPTION - NET FIXED PRICE \$\_\_\_\_\_ per gal.
  
- 2. REFINED DYED ULTRA LOW SULFUR DIESEL FUEL
  - OPIS Daily Rack Average (Portland-Winter) on 08-17-22 \$\_\_\_\_\_ per gal.
  - Fixed ADD-ON or DISCOUNT during year \$\_\_\_\_\_ per gal.
  - Net delivered cost \$\_\_\_\_\_ per gal.
  - Net delivered cost (AWARD BASIS) \$\_\_\_\_\_ per gal.
  - AND, AS AN OPTION - NET FIXED PRICE \$\_\_\_\_\_ per gal.

Please list suppliers for:

Gasoline: \_\_\_\_\_

Diesel: \_\_\_\_\_